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MODIFICATION AGREEMENT

750523/W

This Modification Agreement ("Agreement") dated as of the 13th day of March, 1996 by and between Robert S. Katz and Carlen Jo Katz, his wife, (hereinafter the "Mortgagor") and Harris Bank Hinsdale, N.A. (hereinafter the "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to the Mortgagee a Home Credit Line Agreement and Disclosure Statement including all amendments thereto (hereinafter the "Note") dated February 15, 1994 in the amount of One Hundred Thousand and no/100 dollars (\$100,000.00) and a Mortgage dated February 15, 1994 (hereinafter the "Mortgage") securing the Note and conveying and mortgaging certain real estate in DuPage County, Illinois described as follows:

Legal Description: That part of Lot A of the consolidation by George E. Marshall formerly known and described as Lot 12 in Block 16 also the southerly 15 feet of the easterly 25 feet of Lot 23 and the southerly 15 feet of the westerly 25 feet of Lot 24 in Block 13 all in Hundley's Subdivision of Lots 3 to 21 inclusive and Lots 33 to 37 inclusive in Pine Grove in Section 21, Township 40 north, Range 14 cast of the Third Principal Maridian in Cook County Illinois.

Permanent Index Number:

14-21-306-019

DEFT-01 RECORDING
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45137 FER
CODX COUNTY RECORDER

Common Address:

580 W. Hawthorne Place Chicago, Happing / FEHALTY

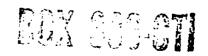
Said Mortgage being recorded on May 2, 1994 in the office of the Recorder of above named county and state as document number 94391649.

WHEREAS the parties desire to change certain terms and conditions of the Note and Mortgage and affirm that the Note and Mortgage as so amended is secured by the lien of said Mortgage, and

WHEREAS Mortgagee is the owner and holder of the Note and Mortgage and mortgagor is the owner of said real estate and improvements thereon,

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties agree as follows:

1. Credit Limit Increase. The amount available to be borrowed under the Note (the "Credit Limit") and Mortgage is hereby increased to \$150,000.00. Mortgagor hereby confirms that more than 3 business days have elapsed since Mortgagor has received a "Notice of Right to Cancel" and Truth in Lending disclosures with regard to this Agreement and certifies that this Agreement has not been canceled.



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- 2. Finance Charge. You shall pay the Bank a FINANCE CHARGE on the unpaid principal balance of Loans in accordance with the terms of this Agreement. The FINANCE CHARGE is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the beginning of each monthly billing period and remains outstanding during that monthly period. The daily periodic rate is 1/365th of the ANNUAL PERCENTAGE RATE applicable to that monthly period (rounged to five decimal places). The ANNUAL PERCENTAGE RATE is based on the value of an Index. The ANNUAL PERCENTAGE RATE will be determined by adding -.25 % to the highest prime rate as reported in the Money Rates Section of The Wall Street Journal on the first business day of the daily calander month in which that billing period begins. The ANNUAL PERCENTAGE RATZ will never exceed 18%. For the monthly billing period which began on March 1, 1996 the daily periodic rate was 0.02192% (which corresponds to an ANNUAL PERCENTAGE RATE OF \$ 50%. The daily Loan balance shall be computed by taking the principal balance of Loans at the regirning of each day, adding any Loans posted to the Account that day. The daily Loan balance does not include unpaid FINANCE CHARGES or any fees assessed to your Account. The FINANCE CHARGE begins to accrue on the date that a Loan is posted to the Account. The ANNUAL PERCENTAGE RATE includes only the FINANCE CHARGE, and does not include any fees.
- 3. Mortgagor agrees that the lien of said Mortgage shall secure the Note as hereby amended to the same extent as if the Note as amended were set forth and described in the Mortgage and said Mortgage shall also be so amended hereby.
- 4. Mortgagor and Mortgagee agree that all provision, stipulations, terms, conditions, powers and covenants in said Note and Mortgage shall stand and remain unchanged and in full force and effect, except as changed or modified by this Agreement, and shall be binding.
- 5. This Agreement shall extend to and be binding upon the parties hereto their heirs, personal representatives, successors and assigns. Mortgagors hereby waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws with respect to faid real estate. If the Mortgagor consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement as of the date written above.

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Each person signing this Agreement acknowledges receiving a completed copy of this Agreement and agrees to the changes stated in this Agreement which amends the Note and Mortgage as stated above and which serves as a Change of Terms Notice for those provisions which have changed.

Robert S. Katz

Carlen Jo Katz

Harris Bank Hinsdale, National Association

By: Chick I' Lungly Ave Karen M. Krevosky, Assist Vice Preside it

INDIVIDUAL ACKNOWLEDGMENT

State of Illinois)
County of Du Page

I, the undersigned, a Notary Public in and for said County and the State of Illinois, licrely certify that Robert S. Katz and Carlen Jo Katz, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 13th day of March, 1996.

Notary Public

"OFFICIAL SEAL"
Georgianna DeMory
Notary Public, State of Illinois
My Commission Expire Dec. 12, 1936

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LENDER ACKNOWLEDGMENT

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Karen M. Krevosky, who is Assistant Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth. Given under my hand and seal this 13th day of March, 1996.

Notary Public

This instrument was prepared by.

Diane Ketchen

Harris Bank Hinsdale, National Association

50 S. Lincoln Street

Hinsdale, Illinois 60521

Georgianna DeMory
Notary Public, State of Illinois
Ny Correlate De la Baca 12, 1998

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