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## MODIFICATION AGREEMENT

AN INDENTURE, made in Chicago, Illinois, on December 1, 1997, by MICHAEL P. O'DONNELL, and TERESA O'DONNELL, his wife, (the "First Party") and by UPTOWN NATIONAL BANK OF CHICAGO, a national banking association existing under the laws of the United States of America and doing business in the City of Chicago, County of Cook and State of Illinois (the "Second Party");

WHEREAS, the First Party represents and warrants that it has already made, executed and delivered to the legal holder or holders thereof a certain Mortgage Note (the "Note") payable to UPTOWN NATIONAL BANK OF CHICAGO for the sum of Sixty three Thousand and no/100 Dollars (\$63,000.00) dated November 16, 1992 and payable to Uptown National Bank of Chicago on December 1, 1997.

WHEREAS, the First Party further represents and warrants that to secure the payment of the Note, with interest as provided, the First Party duly made, executed, acknowledged and delivered to Uptown National Bank of Chicago a certain Mortgage dated November 16, 1992, conveying and mortgaging to Uptown National Bank of Chicago the following described premises, to wit:

Lot 5247 in Woodland Heights Unit 12, a Subdivision in Sections 25, 26, 35 and 36, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 06-26-420-008-0000  
Property Address: 715 Stowell Place, Streamwood, Illinois 60107

WHEREAS, Uptown National Bank of Chicago further represents and warrants that the Mortgage was filed in the Office of the Cook County, Illinois Recorder of Deeds, as Document No. 92-954449 on December 17, 1992.

WHEREAS, the First Party further represents and warrants that it is now the owner of the above described land in fee simple, subject to the above Mortgage, and that Uptown National Bank of Chicago is the legal owner and holder of the Note; and

WHEREAS, the First Party desires to have the Maturity date for the payment of the Note extended until December 1, 2002, and the interest rate on the Mortgage to be changed to 8 % per annum, amortized over twenty five (25) years.

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. That Uptown National Bank of Chicago agrees to extend the maturity date for payment of the Note to December 1, 2002, and to change the rate of interest of the Note from 8 ½ % percent to 8 % percent per annum, amortized over 25 years, so long as the First Party shall promptly pay monthly payments of principal and interest, together with the escrow payment for real estate taxes, with a final payment of the entire principal and interest balance due thereon on December 1, 2002, at 4753 North Broadway, Chicago, Illinois, and shall further keep, observe and perform all and singular the covenants, stipulations and agreements of the Note and Mortgage.

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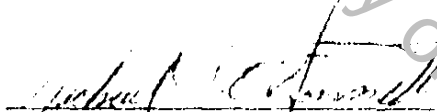
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2. That the First Party agrees to and accepts the extension of time and decrease of the interest rate to 8 %, and agrees to pay monthly payments of principal, interest, and escrow on the Note from December 1, 1997, until December 1, 2002, when the entire principal and interest balance due thereon will then become due.

3. That it is agreed that all covenants, stipulations and agreements of the Note and Mortgage given to secure the same shall be and remain in full force and effect; and the Uptown National Bank of Chicago agrees that, if default shall be made in the payment of said Note, or of any installment of said Note, as previously and herein modified, or if any of the covenants, stipulations or agreements contained in the Mortgage shall be broken or violated by the First Party, then this agreement shall, at once, become merged with the aforesaid Mortgage and Note, at the option of the Uptown National Bank of Chicago, and the Note in the principal sum of Sixty three Thousand and no/100 Dollars (\$63,000.00) Dollars shall become due and payable, and the Uptown National Bank of Chicago may proceed to collect the debt and foreclose the mortgage at once, anything in this agreement to the contrary notwithstanding.

4. That this agreement shall bind and inure to the heirs, executors, administrators and assigns of each of the parties.

WITNESS the hands and seals of the said party of the first part, the day and year first above written.

  
 \_\_\_\_\_  
 Michael P. O'Donnell

  
 \_\_\_\_\_  
 Teresa O'Donnell

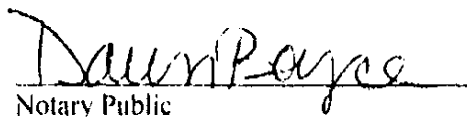
STATE OF ILLINOIS )

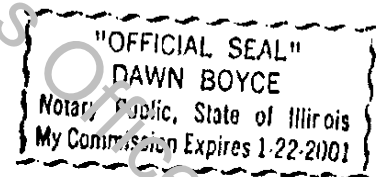
) SS

COUNTY OF COOK )

I, the undersigned, as Notary Public, in and for and residing in the County aforesaid, and State of Illinois, do hereby certify that Michael P. O'Donnell and Teresa O'Donnell, his wife, who are personally known to me to be the same persons whose name 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 own free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11<sup>th</sup> day of December, 1997.

  
 \_\_\_\_\_  
 Notary Public




WITNESS the hands and seals of the said party of the second part, the day and year first above written.

(SEAL)

UPTOWN NATIONAL BANK OF CHICAGO

By:   
 \_\_\_\_\_  
 Vice President

ATTEST:

  
 \_\_\_\_\_  
 Loan Officer

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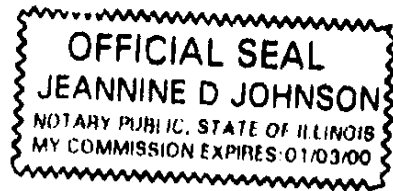
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STATE OF ILLINOIS )  
  )     SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public, in and for the County of Cook and State of Illinois, do hereby certify that the above Vice President and Loan Officer of Uptown National Bank of Chicago, who are 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 own free and voluntary acts and the free and voluntary act of said Banking Association for the uses and purposes therein set forth; and the said Loan Officer then and there acknowledged that (s)he, as custodian of the corporate seal of said Banking Association, did affix the corporate seal of said Banking Association to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Banking Association for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of December, 1997.

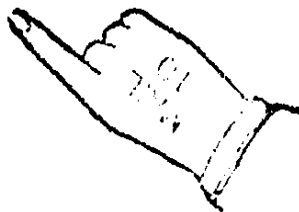
*Jeannine D. Johnson*  
\_\_\_\_\_  
Notary Public



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This document was prepared by, and Return to:

John C. Livensparger  
4753 N. Broadway, Suite 1026  
Chicago, IL 60640



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