4938/0204 03 001 1997-12-29 14:05:47
Cook County Recorder 51.00

Prepared by and

When Recorded Return to:

The Money Store Investment Corporation

P.O. Box 15143

Sacramento, CA 95851

Attn: Loan Servicing

SBA Loan #PLP-1208224006 ("Construction involved")

MODIFICATION AGREEMENT

This AGREEMENT is made as of <u>December 11, 1997</u>, by and between THE MONEY STORE INVESTMENT CORPORATION ("Lender") and Steven P. Rempas, D.D.S. and Steven P. Rempas, D.D.S. LTD. ("Borrower").

RECITALS

- A. Lender has made a Small Business Administration ("SBA") guaranteed loan (the "Loan") to Steven P. Rempas, D.D.S. and Steven P. Rempas, D.D.S. LTD. pursuant to that certain SBA Authorization and Loan Agreement dated July 1, 1997, including any amendments thereto, ("the Authorization").
- B. The Loan is evidenced by a prontis sory note ("Note") dated July 1, 1997, in the original amount of \$872,000,00, executed by Steven P. Rempas, D.D.S. and Steven P. Rempas, D.D.S. LTD. and payable to Lender.
- C. The Note is secured by a construction morr, age ("Mortgage") dated <u>July 1, 1997</u>, recorded as Instrument No.<u>97488412</u>, in the office of the Recorder of <u>Cook</u> County, State of <u>Illinois</u>, executed by <u>Steven P. Remoas</u>, in favor of Lender.
- D. Borrower has also executed other loan documents (collectively the "other Loan Documents") in support of the Loan.
- E. Borrower now desires to modify the terms of the Note, including any reference to such terms in the Authorization, Construction Mortgage, Security Agreeman, and other Loan Documents, and to provide that any additional funds advanced pursuant to said Note modifications are secured accordingly.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Lender and Borrower agree as follows:

AGREEMENT

- The terms of the Note are modified as set forth in the Amendment to Note, a copy of which is attached hereto and incorporated herein by this reference.
- 2. Any reference to the terms of the Note in the Authorization, Construction Mortgage, Security Agreement, and other Loan Documents is hereby amended to conform to the modifications set forth in the Amendment to Note and any additional funds advanced pursuant to said Note modifications are secured by the Mortgage. Security Agreement.

BOX 333-CTI

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and applicable other Loan Documents.

- This Agreement is a modification only and not a novation, and will be in effect only upon 3. receipt by Lender of the following: Payment of delinquent interest, if any,
- 4. Lender hereby agrees to the modification of the terms of the Note only to the extent specifically set forth in the Amendment to Note on the condition that such modification shall not prejudice any other existing or future rights, remedies, benefits, or powers belonging or accruing to Lender under the terms of the Note as therein modified or of the Authorization, Construction Mortgage, Security Agreement, or other Loan Documents.
- 5. Except as otherwise provided in this Agreement and the Amendment to Note, the terms of the Note shall remain in full force and effect, and the Authorization, Construction Mortgage. Security Agreement, and other Loan Documents shall otherwise remain. unaffected unchanged and unimpaired.
- 6. This Agreement may be executed in any number of counterparts, all of which taken together, shall consiltute one agreement and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

"Lender"

The Money Store Investment Corporation

"OFFICE USEAL" Lera El Munzio

No. Note of Illinois

Jaylon La, Iran May 22, 1998.

"Borrower

Steven P. Rempas.

Steven P. Rempas, D.D.S., LTD

Steven P. Rempas, D.D.S., President/Secretary

Subscribed and sworn before me this 19th day of December 1997

ALL SIGNATURES MUST BE NOTARIZED

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STATE OF California COUNTY OF Sacramento

On November 20, 1997, before me, Gordon Glariada, personally appeared Bonnie Nichols personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL GORDON GLARIADA Comm. # 1155302 TARY PUBLIC - CALIFORNIA Secremento County SPRIONAL Description of Attached Document Capacity Claimed by Signer litle or Type of Document: Modification Individual \prod Appreement [X]Corporate Officer Title(s): Assistant Vice President Number of Pages: 2 { } [] Limited Partners [] General Date of Document: Attorney-In-Fact Trustec(s) Signer(s) Other Than Named Above: Guardian/Conservator [] Other :_____

Signer is Representing:

The Money Store Investment Corporation

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ORDER NUMBER: 1401 007661054 F1
THE TADDRESS: 2829 N. LINCOLN AVE

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 14-29-127-012-0000

LEGAL DESCRIPTION:

LOTS 20 AND 21 IN ALBERT WISNER'S SUBDIVISION OF BLOCK 10 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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LEGALO

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