

FOUNDERS BANK
3052 WEST 111TH STREET
CHICAGO, ILLINOIS 60655

NOTE AND MORTGAGE LOAN
MODIFICATION AGREEMENT

MODIFICATION AGREEMENT, MADE June 2, 1998, between FOUNDERS BANK (The Mortgagee) of 3052 W. 111TH STREET Chicago, Illinois, and FRED LEBENSORGER AND JOAN KELLY-LEBENSORGER (The Mortgagor) of 2531 W. 109TH PLACE, CHICAGO, ILLINOIS.

RECITALS

RE: TITLE SERVICES # 1026359

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on MAY 11, 1998 and executed and delivered to the Mortgagee by the Mortgagor on or about MAY 11, 1998 in the amount of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100s (\$135,000.00) DOLLARS (the Note); and

WHEREAS,

B. The Note is secured by a certain Real Estate Mortgage dated MAY 11, 1998 in COOK County, State of Illinois, (The Mortgage), on real property (the Mortgaged Premises) commonly known as 2531 W. 109TH PLACE, CHICAGO, IL 60655 and legally described as follows (or as attached as Exhibit "A"):

LOT 137 IN SOUTHTOWN, BEING A SUBDIVISION OF LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 1; LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 2; LOTS 1 TO 32 IN BLOCK 3; LOTS 1 TO 28 IN BLOCK 4; LOTS 5 TO 28 IN BLOCK 5; LOTS 1 TO 32 IN BLOCK 6; LOTS 7 TO 19 IN BLOCK 7 AND LOTS 7 TO 19 IN BLOCK 8 IN FIREMAN'S INSURANCE COMPANY'S ADDITION TO MORGAN PARK IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.#: 24-13-421-007-0000

C. The Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

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NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

1. The Mortgage and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of **EIGHTY THOUSAND AND 00/100 (980,000.00) DOLLARS**, with interest Thereon From **JUNE 1, 1998**.

2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

MODIFICATION OF TERMS OF THE NOTE:

- Interest Rate. The interest rate of _____ (%) per annum is adjusted to a rate of _____ (%) per annum on the remaining principal balance.
- Default Rate. The default rate after default or acceleration shall be equal to _____ (%) per annum.
- Monthly Installment. The monthly installment payment shall be FIVE HUNDRED FIFTY TWO AND FIFTY FOUR (\$552.54) DOLLARS, per month effective JULY 1, 1998, which includes payments of principal and interest.
- Maturity Date. The entire indebtedness, including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the MATURITY DATE
- Date of Payment. The due date for the monthly payment is changed from _____, 19____ to _____, 19____, and on that same day each month thereafter.
- Prepayment Penalty. prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.
- Late Payment Charge. A late payment charge (if allowed) may be made in the amount of _____ (%) Percent or TEN DOLLARS (\$10.00) whichever is the largest, of the amount of any payment received by Mortgagee Ten (10) days after the due date either set forth in the Note or as modified herein.

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MODIFICATION OF MORTGAGE TERMS:

_____ 0 Amount Secured The principal amount secured by the Mortgage is (increased) (reduced) to the amount of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

MODIFICATION - OTHER

_____ 0 The Note or Mortgage, or both are additionally modified as follows or as modified herein:

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:

MORTGAGOR:

x 7-177-17
 FRED LEBENSORGER
 x Joan Kelly Lebensorger
 JOAN KELLY-LEBENSORGER

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STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 2nd day of June, 1998, this Agreement was acknowledged before me by Fred & Jeanne Kelly - Libensky

Mary Jane Chapman
Notary Public



WITNESSES:

Shelley Jay Lervoy, AVE

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 2nd day of June, 1998, before me a Notary Public in and for said County, personally appeared Shelley Jay Lervoy the Secretary of Founders Bank and acknowledged the foregoing instrument on beha. f of said Bank.

Mary Jane Chapman
Notary Public



THIS INSTRUMENT PREPARED BY:

CATHY MURPHY- FOUNDERS BANK
3052 WEST 111TH STREET
CHICAGO, IL 60655