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Cook County Recorder

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#### AGREEMENT FOR MODIFICATION OF ADJUSTABLE RATE MORTGAGE

This Agreement fc. Modification of an Adjustable Rate Commercial Mortgage ("Agreement") is entered into on this 28th day of July, 1998, by and between Jeffrey C. Cipolla and Debra A. Cipolla, Husband and Wife ("Mortgagor") and FIRST NATIONAL BANK OF EVERGREEN PARK ("Mortgagee").

WHEREAS, to secure payment of Universal Note, dated January 28, 1998, in the original principal sum of Ten Thousand and no/100ths Collars (\$10,000.00) And Renewed on July 28, 1998 ("Note"), the Mortgagor executed and delivered to the Mortgage an Adjustable Rate Commercial Mortgage ("Mortgage") dated January 28, 1998 and recorded in the office of the Recorder of Cook County, Illinois as Document No. 98092983, and recorded in the office of the Recorder of Cook County, Illinois with respect to the following described property ("Francises"):

See Exhibit "A", attached hereto and made a part hereof, for legal description:

AND WHEREAS, the Note and Mortgage matured on <u>July 28 1928</u> in accordance with the terms and the terms of the Note;

AND WHEREAS, the Mortgagor has requested that the Mortgagec modify the terms of the Mortgage to extend the time for payment of the Note and all indebtedness secured by the Mortgage on the terms and conditions, as set forth below, and the Mortgagee has consented to said modifications;

AND WHEREAS, as of <u>July 28, 1998</u>, the outstanding principal balance advanced under he Note is <u>Five Thousand and 00/100ths Dollars</u> (\$5,000.00);

THIS INSTRUMENT WAS PREPARED BY:

AFTER RECORDATION, RETURN TO

FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 60453 FIRST NATIONAL BANK OF
EVERGREEN PARK
4900 West 95th Street
Oak Lawn, Illinois 60453



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NOW, THEREFORE, at the request of the Mortgagor and in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged each to the other, the Mortgagor and the Mortgagee agree as follows:

- 1. The maturity date of <u>July 28, 1998</u>, as set forth in the Mortgage is hereby extended to <u>July 28, 1999</u>. Principal and Interest shall be payable as set forth in the note (as modified by separate agreement of even date herewith); except that any remaining indebtedness, if not sooner paid, shall be due and payable on July 28, 1999.
- 2. The Mortgagor hereby reaffirms its existing obligation to, and specifically covenants and agrees to, (i) pay the balance of its indebtedness under the Note, the Mortgage (as modified hereby) and (ii) perform the covenants and agreements contained in the Note, the Mortgage (as modified hereby).
- 3. The Mortgagor covenants, represents, warrants and agrees that (i) the lien of the Mortgage is a valid and subsisting third lien on the Premises and (ii) it has no defenses or offsets to the Note and/or the Mortgage.
- 4. The indestrucess evidenced by the Note is and shall continue to be secured by the Mortgage. If the terms and provisions of this Agreement in any way conflict with those contained within the Note and/or the Mortgage, the terms and provisions of this Agreement shall be controlling. However, the terms, provisions, conditions, covenants, warranties, representations and agreements contained within the Note, the Mortgage (other than as modified hereby) and/or within any other documents executed by the Mortgagor in connection with said Note and Mortgage, including, but not limited to, the release and waiver of homestead rights, shall remain in 'ul', force and effect and in no way are modified, impaired, altered, waived, varied or affected by the terms of this Agreement.
- 5. As additional consideration for this Agreement, the Mortgagor hereby releases and forever discharges the Mortgagee, its agents, servants, en plovees, directors, officers, attorneys, successors and assigns from and against any and all damage(s), loss(es), claim(s), demand(s), liability(ies), obligation(s), action(s) and cause(s) of action of whatever kind or nature, direct or indirect, known or unknown, which the Mortgagor may now have, may claim to have or may have in the future concerning, arising out of, associated with, related to or in any way founded upon the Note, Mortgage (as modified within this Agreement) and/or any or all other documents executed in connection with any of the foregoing documents; and without limiting the foregoing, the Mortgagor hereby releases and forever discharges, as aforesaid, the Mortgagee, its agents, servants, employees, directors, officers, attorneys, successors and assigns from and against any and all such damage(s), loss(es), claim(s), demand(s), liability(ies), obligation(s), action(s) and cause(s) of action of any kind or nature suffered or sustained by the Mortgagor prior to the execution of this Agreement. The Mortgagor further acknowledges and agrees that the foregoing release and discharge constitute binding contractual agreements, are not mere recitals and shall survive the payment in full by the Mortgagor of the amounts owed under the Note and Mortgage and the subsequent cancellation and release of said Note and Mortgage.
- 6. The Mortgagor acknowledges and agrees that it (i) has thoroughly read and reviewed, (ii) is familiar with, (iii) understands and (iv) unconditionally has consented to the terms and provisions of this Agreement. Further, the Mortgagor acknowledges and agrees that its execution of this Agreement

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is a free and voluntary act, with full knowledge and authority, and without duress, and that it has had the opportunity to obtain the advice of counsel of its own selection with regard to the execution of this Agreement.

- 7. This Agreement (i) contains the entire agreement and all of the representations of the parties regarding the modification of the Mortgage and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject and (ii) may only be changed or terminated by separate written agreement(s). Further, the covenants, agreements, acknowledgments, warranties, representations, releases and discharges contained within this Agreement shall be binding upon and inure to the benefit of the Mortgagor, the Mortgagee and their respective successors, assigns, personal representatives and heirs, as well as all subsequent holders of the Mortgage and all subsequent owners, tenants and sub-tenants of the Premises.
- this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois; further, as used herein the word "Mortgagor" shall be construed to include both the singular and the pip at of said word and the corresponding grammatical changes shall be assumed in each case as though fully expressed.

IN WITNESS WHEREOF, the Mortgagee and the Mortgagor have executed this Agreement for Modification of an Adjustable Rate Commercial Mortgage as of the date set forth above.

Mortgagor:

Mortgagee:

FIRST NATIONAL BANK OF EVERGREEN PARK

Account # 123125-45646

STATE OF ILLINOIS)

) SS. COUNTY OF COOK )

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I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT, Jeffrey C. Cipolla and Debra A. Cipolla, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and notarial seal, this 28day of July, 1998.

"OFFICIAL SEAL" LAURA A. BRZOWSKI

Notary Public, State of Illinois My Commission Expires 3/24/2002

Lor Coot County Clark's Office My commission expires

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EXHIBIT "A"

Attached to and made a Part of the Agreement for Modification of an Adjustable Rate Commercial Mortgage dated July 28, 1998 between Jeffrey C. Cipolla and Debra A. Cipolla, Husband and Wife, and First National Bank of Evergreen Park.

LOT 10 IN BLOCK 7 IN LAWN HEIGHTS SUBDIVISION NUMBER 1, BEING A SUBDIVISION OF THE WEST 4/10THS OF LOT 1 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 24-04-217-024-0000

Property Address: 9036 Scuth 51st Avenue Jort's Office

Oak Lawn, Illinois 63453

Cook County Clork's Office