Page 1 of 3 PayNOFFICIAL COPYSSIGNO

1007/0023 25 001 Fage 1 of 3 1998-09-18 10:15:50 Cook County Recorder

MODIFICATION AND EXTENSION AGREEMENT

Loan Number: 555800100

THIS MODIFICATION AND EXTENSION AGREEMENT ("AGREEMENT"), is made and entered into this 9th day of JULY 1998, at Chicago. Illinois, by and between DEVON BANK. AN ILLINOIS BANKING CORPORATION. ("DEVON") the owner of the obligation secured by the mentage or trust deed hereinafter described, and Elias S. Gorguis a k a Elias S. Georguis and Leman Y. Gorguis a k a Leman Georguis; and James S. Gorgees a k a James S. Georguis; and Doris Gorgees a k a Dors Gorguis a k a Dors Gorguis a k a Dors Georguis.

THIS MODIFICATION AND EXTENSION AGREEMENT"), is made and entered involved by an above and between DEVON" the owner of the owner of the can be be be believed.

"BORROWER" being indebted to "DEVON" heretofore executed and delivered to "DEVON" a certain Mortgage or Trust Deed. Assignment of Rents and Security Agreement dated the 9th day of July 1993 and recorded with the Recorder of Cook County, Illinois, as Document Number(s) 93586961 and 93586962 conveying to "DEVON", certain real estate in COOK County, Illinois, legally described (s.f.)llows

Legal Description Attached as Page 3

REI TITLE SERVICES # (5)

Parcel 1: 2314-16 W. Foster Ave., Chicago, IL

Commonly known as Parcel 2: 2318 W. Foster Ave., Chicago, IL

Parcel 1: 14-07-114-037-000C

Permanent Real Estate Index Number(s) Parcel 2: 14-07-114-038-0000

The Mortgage or Trust Deed, Assignment of Rents and Security Agreement was given to secure payment of the Promissory Note ("NOTE") or other obligation of even date therewith to "DEVON" in desprincipal sum of \$ 80,000.

Which was due and payable on the 9th day of JULY 19.98

"DEVON" is the holder and owner of the "NOTE" and has herein been requested to modify and extend the terms hereof so that the same shall become due and payable with interest at the rate as hereinafter set forth, which "DEVON" has consented to do so in consideration of the payments to be made as herein provided:

NOW, THEREFORE, in consideration of the initial promises contained herein and Ten Dolfars (\$10.00) and other good and valuable considerations paid by the "BORROWER" to "DEVON", the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to and initially promise and agree as follows, to wit:

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THAT the terms of payment set forth in the "NOTE" in the sum of \$80,000. dollars and in the Mortgage or Trust Deed securing the same are hereby MODIFIED and amended so that the same shall become due and payable as follows to wit: \$537.20 Dollars on the 9th day of August 1998. and \$537.20 Dollars on the 9th day of each and every month thereafter until the "NOTE" is fully paid, except that the final payment of principal and interest, if not sooner paid,	
shall be due on the 9th day of July 2003, said monthly installments shall include interest at the rate of 8.25% bercent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said "NOTE" shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal balance due as of this date being \$ 68,200.	
If any tan of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default to the performance of any other covenant of the "BORROWER" shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accord interest thereon, shall without notice, at the option of the holder or holders of said principal "NOTE" or notes, become due and payable, in the same manner as if said extension had not been granted.	
AND the said parties hereby further mutually agree that all of the other provisions and covenants in said principal "NOTE" or notes and in the said mortgage or trust deed contained, except as herein specifically modified and amended shall remain in full force and effect	
IN WITNESS WHEREOF, the parties hereto—have signed, sealed and delivered this Modification and Extension Agreement. the clay and year first above written	
BORROWER By Chan S. Jarym' By Chan S. Jeargmo Elias S. Gorguis alkla Elias S. Georguis C.	
By: Keman y, Klorgus By: Keman Reorgus his wife DEVOLEBARKY. Gorguis akla Leman Georguis his wife	
by: Laurench Hoffman By: S. Garger By: Doris Gorgees alk	zell Ta
STATE OF Illinois) RV: Jam S. Jenjam Rv. Droza Langua	ر <u>الما</u> ع
COUNTY OF Cook I. the undersigned a Notan Phole in and for said County in the State aforesaid do hereby certify that the above named individuals and Dors Georguis his pulsepathy known to me to be the same person(s) whose name(s) subscribed to the fore-going arrument.	S _e
appeared before me this day in person and acknowledged that he/she signed, sealed and delivered one said instruments 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. (IVEN) make any least and cost this 9th day of 1011v 1998	
My Commission Expires 9/5/99 My Commission Expires 9/5/99 My Commission Expires 9/5/99 My Commission Expires 9/5/99	
PREPARED BY AND MAIL TO: DEVON BANK Aun: Laurene R. Huffman, Commercial R.E. Officer 645 N. WESTERN AVENUE	

eritcago, 11, 60645-5494

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THAT PART OF LOTS 72, 73 AND 74 TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID TRACT 30.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT 70.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 4.04 FEET; THENCE NORTHERLY TO A POINT IN THE NORTH LINE OF SAID TRACT 33.86 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID NORTH LINE 56.14 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT 124.84 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF TRACT 60.10 FEET TO THE POINT OF BEGINNING, ALL IN O. B. CONKLIN'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID TRACT 30.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT 63.95 FEET; THENCE WEST AT RIGHT ANGLES THERETO 23.43 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 9.98 FEET; THENCE WEST AT RIGHT ANGLES THERETO 2.75 FRET; THENCE SOUTH AT RIGHT ANGLES THERETO 24.42 FEET; THENCE SOUTHWESTERLY 5.21 FEET TO A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT THROUGH A POINT THEREIN 30.08 FEET EAST OF THE SOUTHWEST 1/4 OF SAID TRACT; THENCE SOUTH ALONG 5A(D PERPENDICULAR LINE TO THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, AND EXCEPT THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.44 FEET REFERENCED TO CHICAGO CITY DATUM AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT 30.0 EE WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINZ OF SAID TRACT 63.95 FEET TO THE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES THERETO 23.43 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 9.98 FEET; THENCE WEST AT RIGHT ANGLES THERETO 2.75 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 12.60 FEET: THENCE EAST AT RIGHT ANGLES THERETO 26.18 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 2.62 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS Commonly known as: 2318 West Foster-Chicago. Uz *PIN #:14-07-114-038-0000

PARCEL 2:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID TRACT 70.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE CAST LINE OF SAID TRACT 63.95 FEET; THENCE WEST AT RIGHT ANGLES THERETO 23.43 FEIT THENCE SOUTH AT RIGHT ANGLES THERETO 9.98 FEET; THEICE WEST AT RIGHT ANGLES THERETO 2.75 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 24.42 FEET; THENCE SOUTHWESTERLY 5 71 FEET TO A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT THROUGH A POINT THEREIN 30.08 FEET EAST OF THE SOUTHWEST 1/4 OF SAID TRACT; THENCE SOUTH ALON; SAID PERPENDICULAR LINE TO THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

AND EXCEPTING THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 40,44 FEET REFERENCED TO CHICAGO CITY DATUM AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT 30.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT '** 63.95 FEET TO THE POINT OF BEGINNING; THENCE WEST AT RIGHT ANGLES THERETO 23.43 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 9.98 FEET; THENCE WEST AT RIGHT ANGLES THERETO 2.75 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 12.60 FEET; THENCE EAST AT RIGHT ANGLES THERETO 26.18 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 2.62 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS. TOZETIER WITH PARTY WALLS AND PARTY WALL ACREMENTS. IF ANY. Commonly known as: 2314-16 WEST FOSTER-CHICAGO, II. PIN# 14-07-114-037