2488/0006 26 001 Page 1 of 3 1998-10-22 09:49:27 Cook County Recorder 25.50

Prepared by and after recording return to:

Elizabeth A. Engle Bank of Lincolnwood 4433 W. Touhy Ave. Lincolnwood, Il. 60646





THIS INDENTURE made as of the 30th day of June, 1998, by and between BANK OF LINCOLNWOOD, an Illinois banking association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and Thomas Puckelwartz, Lynn Puckelwartz, his wife, representing themselves to be the owners of the real estate hereinafter described and Brookwood Companies, a sole proprietorship ("Debtor"),

WITNESS ET.H:

WHEREAS, the Debtor has executed, as maker, that certain Time Revolving Business Loan Note and Security Agreement dated June 30, 1995, in the original principal amount of \$195,000.00 ("Note"), secured by a Mortgage in favor of Bank of Lincolnwood dated June 30, 1995, and recorded with the Recorder of Deeds of Cook County, Illinois on August 15, 1995, as Document No. 95537129 ("Mortgage") (the Note, Mortgage and all other documents relating thereto are the "Loan Documents"); and

WHEREAS, the outstanding principal balance of the Note as of the date hereof is \$194,484.18; and

WHEREAS, the Debtor has requested, and the parties hereby agree, to modify and extend the terms and time of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Lot 20 in Camelot Park Estates Unit Number 2 being a Subdivision in the Northeast 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1216 E. Brookwood Dr., Arlington Heights, Il.

Tax I.D. #: 03-17-214-036

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NOW THEREFORE, in consideration of the premises hereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The Note and Mortgage are hereby modified to provide that the remaining indebtedness shall be repaid as follows: monthly payments of principal and interest of \$1,443.16 each, beginning on the 30th day of July, 1998, and on the 30th day of each and every month thereafter with a final payment of all unpaid principal and interest due on the 30th day of June, 2000 (the "Maturity Date"), all such payments to include interest at a rate equal to 8.00% per annum. All such payments on account of the indebtedness evidenced by the Note shall be first applied to fees and expenses, then to interest on the unpaid principal balance and the remainder to principal.
- 2. After the earlier of (i) the Maturity Date, whether by acceleration or otherwise, or (ii) the occurrence of any default in the payment of any installment of principal and/or interest on the date due and payable, or (iii) the occurrence of any other Event of Default (as defined herein and in the Loan Documents) hereunder, the total unpaid indebtedness hereunder shall bear interest at the rate of twelve percent (12%) per annum (the "Default Rate").
- 3. Except as expressly herein provided, all of the terms, provisions, representations and warranties contained in the loan documents shall remain in full force and effect.

Brookwood Companies

ACCEPTED BY

BANK OF LINCOLNWOOD

Assistant Vice President

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO HEREBY CERTIFY that Thomas Puckelwartz and Lynn Puckelwartz, his wife, 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

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signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 1998.

OFFICIAL SEAL STEPHEN R MURRAY MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 112 199

Notary Public

STATE OF ILLINOIS)

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COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO HEREBY CERTIFY that Epizabeth A. Engle of the BANK OF LINCOLNWOOD, personally known to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged the she signed and daily ered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank.

GIVEN under my hand and Notarial-Seal in 30th day of June, 1998.

Notary Public

SHEILA KLEPPER
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/04/2002

State of County Clerk's Office