LOAN HODIFICATION AND EXTENSION ACREEMENT

THIS AGREEMENT is made and entered into as of the by and between FIRST OF AMERICA BANK-COLF HILL, previously known as Golf Mill State Bank, an Illinois Corporation ("BANK"), and Oawald Riermann and Sandra Biermann, His Wife as Joint Tenants ("BORROWERS").

WHEREAS:

- A. The BORROWER has heretofore executed and Instalment Note dated November 6, 1982 in the principal amount of FORTY THOUSAND AND NO/100 (\$40,000.00)

 DOLLARS ("NOTE") of which the DANK is presently the holder;
- B. The NOTE is secured by a Moraging dated November 6, 1982 and recorded in the Registrar's Office of Cook County, Illinois on December 7, 1982 as Document Number 1,83285396. Conveying to BANK certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- C. The NOTE is further secured by an Assignment of Rents dated December 1, 1985 and recorded in the Registrar's Office of Cook County, Illinois on December 26, 1985 as Document Number 183486046 ("ASSICNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;
- D. The BANK has disbursed to BORROWER the principal sum evidenced by the NOTE and has received partial payments from the lien of the hereinabove described MORTGAGE:
- E. BORROWER has requested BANK to extend the date required for the payment of the hereinabove described NOTE and MORTGAGE;
 - F. BANK has agreed to extend the due date for the payment of the NOTE and MORTGAGE provided BORROWER agrees to the following terms and conditions:
- G. NOW THEREFORE, in consideration of the mutual covenants, premises and conditions contained herein and payment of the sum of TEN (\$10.00) DOLLARS AND NO/100 the receipt of which is hereby acknowledged. THE PARTIES HERETO AGREE AS FOLLOWS:

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- 1. The due date for the payment of the NOTE is extended from December 1, 1988 to March 1, 1991.
- 2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTEEN AND 01/100 (\$38,417.01) DOLLARS.
- 3. In consideration of BANK extending the due date to MARCH 1, 1991, BORROWER agrees that the interest rate and payment of said interest on the principal sum and the payment of the principal sum all as evidenced by the NOTE shall be amended as follows:

Interest shall be payable on the principal sum from MARCH 1, 1988 on the balance of principal remaining from time to time unpaid at the rate of 10.50% percent per annum in instalments (principal and interest) as follows: FOUR HUNDRED TWENTY FOUR AND 78/100 (\$424.78) DOLLARS or more on the first day of /pril, 1988 and on the first day of each and every month thereafter until the NOTE is fully paid except that the final payment of both principal and interest, if not sooner paid, shall be due on the first (lat) day of March, 1991.

- 4. In the event a payment is Ten (10) or move days past due, a late charge of Five (5.0%) Percent of the total payment amount or (21.24 shall be due and payable.
- 5. The lien of the MORTGAGE and ASSIGNMENT OF NEW Core hereby modified and extended as security for the payment of the NOTE.
- 6. Except as modified herein, the terms, covenants and conditions of the NOTE intermediate and MORTGAGE and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of the Agreement and the terms of the NOTE and/or MORTGAGE and ASSIGNMENT OF RENTS, the terms herein shall control.
- 7. This Loan Modification and Extension Agreement shall in no way be construed as a release of BANK's original loan and shall in no way prejudice its rights in connection therewith.
- 8. This Agreement shall be governed by and construed under the laws of the State of Illinois.

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IN MITHESS PHEREOF, the parties hereto have hereunto set their hands and scale the day and year first above written.

BASK:

FIRST OF AMERICA BANK-GOLF MILL

By: Achille & Quan-

Robert L. Transwiki, Vice President

BORRC-TR:

Oswald Hiermann

Sandra Hurry Leine

STATE OF ILLINOIS) SS COUNTY OF Cook)

1, the undersigned, a notary public in and for the said founty, in the State aforesaid. DO HEREBY CERTIFY that Oswald Hiermann and Samira Biormann, His

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personally known to me to be the same persons whose names are substricted to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, scaled and delivered the said instrument as their from and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this lat day of March . 19,38

Notary Public

OFFICIAL SEAL "
ADELINE BERSH
BUTTERY PUBLIC, STATE OF ILLIHOIS
MY COMMISSION EXPIRES 11/23/90

Proberty of Cook County Clerk's Office

the undersigned alifug staton c. in and for said County, in the State aforesaid, DO HEREBY CERTIFY that . Michael E. Mack personally known to me to be the Vice President of the First of America Bank-Golf Mill ----, a corporation, and Robert L. Tarnowaki known to me to be the Vice Pres . Seektory of said corporation, and personally known to me to be the same persons whose names are subscribed to the loregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Vice President and Vice President and Vice President signed and delivered the said instrument and crused the corporate scal of said corporation to be affixed thereto. pursuant to authority given by the Board of Di Octors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, or the uses and purposes therein set forth, GIVEN under my hand and notarial scal the 18t - MOTATIVE COLLECTION OFFICIAL SEAL ADELINE PERSH NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 11/23/90 974'S OFFICE

THIS DOCUMENT PREPARED BY AND HAIL TO:

Linols

S. Alford
FIRST OF AMERICA BANK-GOLF MILL
9101 Greenwood Ave
Niles, Il 60648

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EXHIBIT 'A'

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LOT 43 IN BALLARD TERRACE BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 14, 1956, AS DOCUMENT NUMBER 1676583.

5:033A 33 65 (0 TE 41) 9101 Creener Millen, X. fc

P.I.N.: 09-14-315-007 FBO

Common Address: 9025 Greenwood, Niles, IL

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