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9/3/01 90 001 Page 1 of 6  
2000-08-01 09:04:22  
Cook County Recorder 31.50

Recordation Requested By  
GreatBank a National Association  
3300 W. Dempster  
Skokie, IL 60076



00579471

When Recorded Mail To:  
GreatBank National Association  
3300 W. Dempster  
Skokie, IL 60076

**EXTENSION AND MODIFICATION AGREEMENT**

**BORROWER:** Shiloh Apostolic Church of the United States, a Religious Corporation  
**ADDRESS:** 1749 Hovland Ct., Evanston IL 60201  
**NOTE NO.:** 742322-1

This AGREEMENT, made this 20th day of July, 2000 by and between GreatBank a National Association f/k/a Evanston Bank (hereinafter called "Bank") and Shiloh Apostolic Church of the United States, a Religious Corporation (hereinafter called "Borrower") and Carol Cohen, Glenford Smith, and Marion Coley (hereinafter collectively called "Guarantors") and Carol Cohen, and Glenford Smith (hereinafter collectively called "Grantor"),

**WITNESSETH:**

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated December 17, 1992 in the original principal amount of FIFTY-SIX THOUSAND THREE HUNDRED EIGHTY-EIGHT AND 85/100 DOLLARS (\$56,388.85); and an Extension/Modification Agreement dated April 1, 1996, Extension and Modification Agreement dated April 29, 1999, Extension and Modification Agreement dated June 30, 1999, and Extension and Modification Agreement dated September 30, 1999, and;

WHEREAS, the Guarantors executed a Commercial Guaranty dated December 17, 1992; and,

WHEREAS, said Note is secured by the following:

- a. Mortgage and Assignment of Rents on the property commonly known as 1749 Hovland, Evanston, Illinois, and more particularly described as follows:

Lot 30 and the North 1/2 of Lot 31 in Block 2 in J. S. Hovland's Evanston Subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois  
(hereinafter called "Hovland Property")  
Pin Number: 10-13-118-081

O'Connor Title  
Services, Inc.

# 0213-19

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upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment of Balance. The Borrower acknowledges that as of the date hereof, the unpaid balance due and owing on said note is THIRTY-THREE THOUSAND EIGHT HUNDRED NINETY-FOUR AND 17/100 DOLLARS (\$33,894.17) of principal and NINE HUNDRED EIGHTY-EIGHT AND 04/100 DOLLARS (\$988.04) of interest, and that said Note is not subject to any defenses or offsets whatsoever.
2. Modification of Terms. That the repayment of the Note is hereby modified as follows:
  - (a) The maturity date of the Note is hereby extended from April 30, 2000 to July 30, 2002; and,
  - (b) That interest shall be payable at ELEVEN (11.00%) percent per annum from the date hereof; and,
  - (c) That the Note shall be repaid in monthly installments of FIVE HUNDRED AND 00/100 (\$500.00), including accrued and unpaid interest and the remainder to principal, beginning on August 30, 2000 and on the same day of each successive month thereafter, until the maturity date at which time all unpaid amounts due and owing on the Note shall be payable in full; and,
3. Fees and Costs. Simultaneous with the execution of this Extension and Modification Agreement, Borrower shall pay herewith the sum of ONE THOUSAND SEVENTY-SIX AND 26/100 DOLLARS (\$1,076.26), representing the accrued and unpaid interest from March 30, 2000 to July 30, 2000, the receipt of which is hereby acknowledged by the Bank. Borrower agrees to pay all reasonable costs including but not limited to attorney's fees, title charges and recording charges and any other costs to insure the validity and perfection of the Security Documents.
4. Late Payment Fee. Borrower shall pay to the Bank a late charge of five percent (5%) of any monthly installment not received by the Bank within ten (10) days after the installment is due.
5. Reaffirmation of Representations / Continuation of Documents. Borrower further agrees that all of the stipulations, provisions, conditions and covenants of the above described Note and Security Documents shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the Bank in and to the Collateral nor to affect nor impair any rights or powers which Bank may have under said Note and Security Documents or in any other instrument or document delivered to the Bank by the Borrower. The Borrower(s) and Guarantor(s), if any, agree that the Bank's forbearance on the full payment due this date does not waive nor forbear any of the terms of the original Note, and that all rights set forth therein, and upon the Mortgage or other collateral given for security therewith outstanding, are binding in all respects.

- b. Second Mortgage on the property commonly known as 1916 Hartrey Ave., Evanston, Illinois, and more particularly described as follows:

Lot 46 in McCormick Park, a Subdivision of Lots 3 and 4 in Circuit Court Partition of the Northwest quarter of the Northwest quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian therein, except right of way of Sanitary District Canal running Northeast direction, through South 21 acres of said quarter of Northwest quarter in Cook County, Illinois  
(hereinafter called "Hartrey Property")  
Pin Number: 10-13-107-013

(hereinafter and collectively "Collateral"); and,

WHEREAS, The Bank's security interest in the Collateral is evidenced by any or all of the following documents (the "Security Documents"):

- a. Mortgage dated December 17, 1992, recorded December 28, 1992 with the Cook County Recorder's Office as Document No. 92972796 ("Hovland Property")
- b. Assignment of Rents dated December 17, 1992, recorded December 28, 1992 with the Cook County Recorder's Office as Document No. 92972797; ("Hovland Property")
- c. Extension/Modification Agreement dated April 1, 1996, recorded April 25, 1996 with the Cook County Recorder's Office as Document No. 96310391; and
- d. Extension and Modification Agreement dated April 29, 1999, recorded May 14, 1999 with the Cook County Recorder's Office as Document No. 99469662; and
- e. Mortgage dated April 29, 1999, recorded May 14, 1999 with the Cook County Recorder's Office as Document No. 99469663 ("Hartrey Property")
- f. Assignment of Rents dated April 29, 1999, recorded May 14, 1999 with the Cook County Recorder's Office as Document No. 99469664; ("Hartrey Property") and,
- g. Extension and Modification Agreement dated June 30, 1999, recorded July 20, 1999 with the Cook County Recorder's Office as Document No. 99691763; and
- h. Extension and Modification Agreement dated September 30, 1999, recorded November 9, 1999 with the Cook County Recorder's Office as Document No. 09054901; and

WHEREAS, the Bank is the owner and holder of the said Note, Guarantys and the above described Security Documents; and,

WHEREAS, the Note, extended by Extension and Modification Agreement Dated September 30, 1999, matured on April 30, 2000; and,

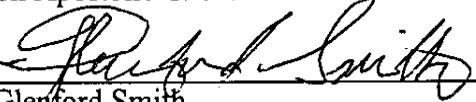
WHEREAS, the Borrower and Guarantors have requested that the Bank extend the maturity date for the payment of all amounts due under the Note, and the Bank is willing to extend the maturity date

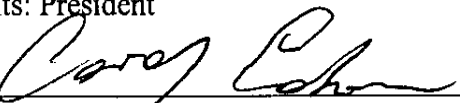
6. BORROWER OR GUARANTORS HEREBY AGREES THAT, IN THE EVENT BORROWER OR GUARANTORS SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, BANK SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO BANK AS PROVIDED IN THE NOTE AND SECURITY DOCUMENTS.
7. This Extension and Modification Agreement is a renewal and refinancing of the obligations due Bank as evidenced by a promissory note dated December 17, 1992, and all subsequent Extension/Modification Agreements from Borrower to Bank, and not a novation thereof. All interest evidenced by the note being renewed by this instrument shall continue to be due and payable until paid.

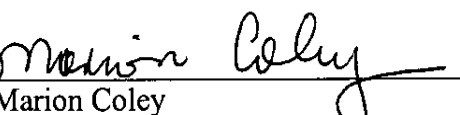
IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

**BORROWER:**

Shiloh Apostolic Church of the United States, a Religious Corporation

By:   
Glenford Smith  
Its: President

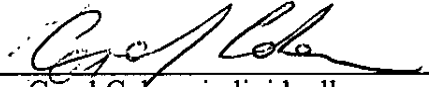
By:   
Carol Cohen  
Its: Director

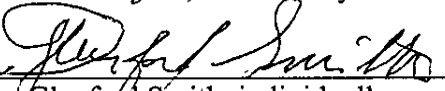
By:   
Marion Coley  
Its: Director

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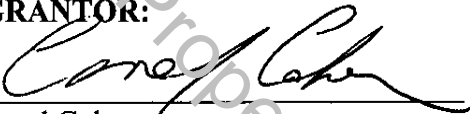
**GUARANTOR:**

  
\_\_\_\_\_  
Carol Cohen, individually

  
\_\_\_\_\_  
Glenford Smith, individually

  
\_\_\_\_\_  
Marion Coley, Individually

**GRANTOR:**

  
\_\_\_\_\_  
Carol Cohen

  
\_\_\_\_\_  
Glenford Smith

GreatBank a National Association f/k/a Evanston Bank

By:   
\_\_\_\_\_

Michael A. Foster  
Its: Senior Vice President, Senior Lending Officer

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## BORROWER ACKNOWLEDGMENT

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STATE OF Illinois )  
 )ss  
COUNTY OF Cook )

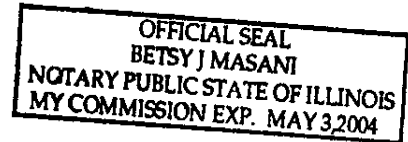
On this 25<sup>th</sup> day of JULY, 2000, before me, the undersigned Notary Public, personally appeared Carol Cohen, Glenford Smith, and Marion Coley, and known to me to be the same person(s) that executed the Extension and Modification Agreement, and acknowledged that he or she signed the Extension and Modification Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25<sup>th</sup> day of JULY, 2000.

By B. Masani Residing at Chicago, ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires MAY 3, 2004



## LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )ss  
COUNTY OF Cook )

On this 25<sup>th</sup> day of JULY, 2000, before me, the undersigned Notary Public, personally appeared Michael A. Foster, and known to me to be the Senior Vice President of GreatBank a National Association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 25<sup>th</sup> day of JULY, 2000.

By B. Masani Residing at Chicago, Illinois

Notary Public in and for the State of ILLINOIS

My commission expires

