



EXTENSION/MODIFICATION AGREEMENT

Note No. 68510/34389

This AGREEMENT, made this 30th of September, 2000, by and between First National Bank (hereinafter called "Bank") and First National Bank of Illinois, Formerly known as First National Bank of Lansing, as Trustee Under Trust Agreement Dated May 3, 1971 and Known as Trust #2389 (hereinafter called "Mortgagor") and Michael H. Rose and Allen T. Rose (hereinafter called "Borrower") and Michael H. Rose, Allen T. Rose and H.E. Nelson (hereinafter called "Grantor"),

WITNESSETH:

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated January 16, 1996, in the original principal amount of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00); and,

WHEREAS, the said Note matured on January 16, 1997 and was extended until March 31, 1998, by an Extension/Modification Agreement dated January 16, 1997, further extended until March 31, 1999, by an Extension/Modification Agreement dated March 26, 1998; and further extended until December 01, 2001, by this Extension/Modification Agreement dated September 30, 2000; and

WHEREAS, said Note is secured by a certain Mortgage and Assignment of Rents dated January 16, 1996, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on February 5, 1996, as Document Numbers 96096065 and 96096066, respectively, and a Collateral Assignment of Beneficial Interest, all on premises described as follows:

THE NORTH 1/2 OF LOT 72 AND THE NORTH 1/2 OF LOT 73 (EXCEPT THE WEST 17 FEET THEREOF) IN DIXIE GARDENS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 525-533 Ashland Ave., Chicago Heights, IL 60411
Permanent Index No. 32-17-115-036-0000

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WHEREAS, the Bank is the owner and holder of the said Note and Mortgage and Assignment of Rents, the Mortgagor is the owner of the mortgaged premises, and the Grantor is the beneficiary of Land Trust #2389; and,

WHEREAS, the Note will mature on December 01, 2001; and,

WHEREAS, the Mortgagor, Borrower and Grantor 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 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 Mortgagor, Borrower and Grantor acknowledge that as of the date hereof, the unpaid balance due and owing on said note is FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) of principal and ONE THOUSAND SIX HUNDRED THIRTY-THREE 34/100 DOLLARS (\$1,633.34) 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 September 30, 2000 to December 01, 2001; and,
 - (b) That during the term of this extension, the Line of Credit in the amount of \$400,000.00 as evidenced by the Note shall remain available to Borrower; and,
 - (b) That interest shall be payable at the variable rate per annum of 1.00% in excess of the Prime Interest Rate as stated in the Wall Street Journal; and,
 - (c) That the Note shall be repaid in one payment of all outstanding principal plus all accrued unpaid interest on December 01, 2001. In addition, Borrower will pay-regular monthly payments of accrued unpaid interest, beginning on October 16, 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, including unpaid fees and charges, shall be payable in full; and
3. Fees and Costs. Borrower will pay herewith the sum of ONE HUNDRED-FIFTY AND 00/100 (\$150.00) as an extension fee, and Borrower agrees to pay all attorney's fees, title charges, recording charges and any other costs outlined in this Agreement.
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 fifteen (15) days

after the installment is due.

- 5. Financial Reporting Requirements. Bank shall be provided with the following financial data:
 - a. Annual personal financial statements and tax returns for Michael H. Rose and Allen T. Rose.
 - b. Annual receipt of updated leases and rent rolls for property described herein.
 - c. Annual receipt of income and expense statements for property described herein.

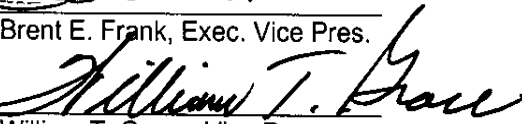
- 6. Reaffirmation of Representations / Continuation of Documents. Mortgagor, Borrower and Grantor further agree that all of the stipulations, provisions, conditions and covenants of the above described Note, Mortgage, Assignment of Rents and Collateral Assignment of Beneficial Interest shall remain 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 subject premises nor to affect nor impair any rights or powers which Bank may have under said note, mortgage and/or trust deed in any other instrument or document delivered to the Bank by the Mortgagor, Borrower and Grantor.

6. MORTGAGOR (BORROWER/GRANTOR) HEREBY AGREES THAT, IN THE EVENT MORTGAGOR (BORROWER) 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 MORTGAGE.

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

BANK:
First National Bank

By: 
Brent E. Frank, Exec. Vice Pres.

By: 
William T. Grace, Vice Pres.

MORTGAGOR:
First National Bank of Illinois, F/K/A
First National Bank of Lansing,
U/T/A dated May 3, 1971 A/K/A
Trust #2389

SEE SIGNATURE SHEET ATTACHED HERETO
AND INCORPORATED BY REFERENCE HEREIN
By: _____

By: _____

BORROWER:

By: Michael H. Rose
Michael H. Rose

By: Allen T. Rose
Allen T. Rose

GRANTOR:

By: Michael H. Rose
Michael H. Rose

By: Allen T. Rose
Allen T. Rose

By: H.E. Nelson
H.E. Nelson

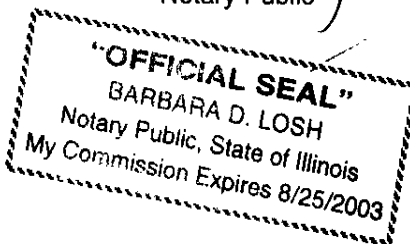
Property of Cook County Clerk's Office

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael H. Rose, Allen T. Rose and H.E. Nelson, 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 signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 19th day of October, 2000.

Barbara D. Losh
Notary Public



State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of First National Bank of Illinois, F/K/A First National Bank of Lansing, U/T/A dated May 3, 1971 A/K/A Trust #2389, and known to me to be authorized agents of the corporation that executed the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brent E. Frank and William T. Grace, personally known to me to be the Executive Vice President and Vice President of First National Bank, and known to me to be authorized agents of the corporation that executed the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the 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 Sept., 2000.

Dalinda Sanchez
Notary Public

This Document Prepared by and
MAIL RECORDED DOCUMENT TO:

First National Bank
Business Banking Department
101 Dixie Highway
Chicago Heights, IL 60411



THIS MORTGAGE IS EXECUTED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS NOT PERSONALLY BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (AND SAID FIRST NATIONAL BANK OF ILLINOIS, HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT), AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING HEREIN OR IN SAID NOTE CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON THE SAID FIRST PARTY OR ON SAID FIRST NATIONAL BANK OF ILLINOIS PERSONALLY TO PAY THE SAID NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS ACCRUING HEREUNDER OR TO PERFORM ANY COVENANT EITHER EXPRESS OR IMPLIED HEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY BEING EXPRESSLY WAIVED BY MORTGAGEE AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR SECURITY HEREUNDER AND THAT SO FAR AS THE FIRST PARTY AND ITS SUCCESSORS AND SAID FIRST NATIONAL BANK OF ILLINOIS PERSONALLY ARE CONCERNED, THE LEGAL HOLDER OR HOLDERS OF SAID NOTE AND THE OWNER OR OWNERS OF ANY INDEBTEDNESS ACCRUING HEREUNDER SHALL LOOK SOLELY TO THE PREMISES HEREBY CONVEYED FOR THE PAYMENT THEREOF, BY THE ENFORCEMENT OF THE LIEN HEREBY CREATED, IN THE MANNER HEREIN AND IN SAID NOTE PROVIDED OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE GUARANTOR, IF ANY.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND TRUST OFFICER AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS TRUST OFFICER, THIS 31ST DAY OF OCTOBER, 2000.

FIRST NATIONAL BANK OF ILLINOIS,
LANSING, ILLINOIS, NOT PERSONALLY
BUT AS TRUSTEE UNDER THE PROVISIONS
OF A TRUST AGREEMENT DATED 5/3/71,
AND KNOWN AS TRUST No. 2389.
BY: David G. Clark
DAVID G. CLARK, V.P. & T.O.

ATTEST:

Carol J. Steinhauer
CAROL J. STEINHAUER, TRUST OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I JENNIFER L. RAMIREZ, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT DAVID G. CLARK, VICE PRESIDENT & TRUST OFFICER OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND CAROL J. STEINHAUER, TRUST OFFICER, OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH VICE PRESIDENT & TRUST OFFICER AND TRUST OFFICER, RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID CAROL J. STEINHAUER, TRUST OFFICER DID ALSO THEN AND THERE ACKNOWLEDGE THAT SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HER OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 31ST DAY OF OCTOBER, 2000.

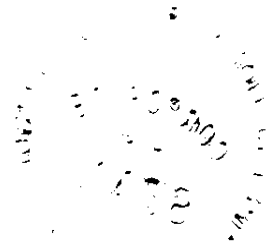
MY COMMISSION EXPIRES:



Jennifer L. Ramirez
NOTARY PUBLIC

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COOK COUNTY CLERK'S OFFICE