

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT



THIS INDENTURE, made this 8th day of December, 1999, by and between PRAIRIE BANK AND TRUST COMPANY, hereafter called "Lender", and PRAIRIE BANK AND TRUST COMPANY as Trustee under Trust Agreement dated May 29, 1998 and known as Trust Number 98-042, hereafter called "Mortgagor".

WHEREAS, Mortgagor executed a certain Mortgage, "The Mortgage", to Lender which was duly recorded in the Office of the Recorder of Deeds of Cook County, as Document No. R98-488127, and which Mortgage created a first lien against the property, legally described on Exhibit "A" attached hereto and made a part hereof, and hereafter called the Property.

WHEREAS, Mortgagor and others executed a certain Promissory Note, "The Note", which was in the original amount of \$1,680,000.00 and provided, in part, that the final payment of accrued interest at the Interest Rate and all unpaid principal evidenced hereby and all other terms then due to the Lender or Holder thereof shall be paid on December 8, 1999 (the due Date).

WHEREAS, Edward F. Paliatka (The Beneficiary) also executed an Assignment of Beneficial Interest for Collateral Purposes, The Assignment of Rents, "The A of R" and Guaranty Agreements, "The Guaranty", and Mortgagor and Beneficiaries executed other documents, "The Loan Documents".

WHEREAS, the Note and the Mortgage provided that interest be payable at the rate as stated in the Note (the Interest Rate), and that monthly payments of interest only be made on the 16th day of every month.

WHEREAS, the parties desire to amend and modify said Note and Trust Deed and extend the Due Date.

WHEREAS, for and in consideration of the sum of Ten and 00/100ths (\$10.00) Dollars and other good and valuable consideration in hand paid, including but not limited to, the Modifications to be made hereby, it is hereby agreed as follows:

1. The exordium and recitals herein above stated are incorporated herein as if restated herein.
2. The parties agree to modify the Note and Trust Deed in the following manner:
 - a. The parties hereby agree to extend the Due Date of the Note to December 9, 2000, and the Due Date on the Mortgage to December 9, 2000.

*Prairie Bank + Trust Co
7661 S. Harlem Ave
Bridgeview*

Doc 455-9189



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3. The amount remaining unpaid on the Note is \$1,240,000.00 as of December 8, 1999.

4. Mortgagor shall pay Lender's reasonable attorney's fees incurred for this Agreement.

5. Mortgagor agrees to pay the principal sum secured by the Mortgage as and when provided, as hereby extended, and to pay interest thereon, at the Interest Rate, (as stated in the Note) until the Due Date and interest after maturity at the default rate stated in the Note in the coin or currency provided for in the Trust Deed or, at such banking house or trust company in the City of Bridgeview as the holder or holders of the Note or may from time to time in writing appoint, and in default of such appointment then at 7661 South Harlem, Bridgeview, Illinois.

6. The Mortgage shall continue to secure said indebtedness, as hereby extended and modified.

7. If any part of said indebtedness or interest thereon be not paid or if any default be made by Mortgagor, the Beneficiaries or the Guarantors, or any one or more of them, then Lender may enforce all of its rights, including but not limited to, those under the terms of the Note, Mortgage, the ABI or any other Loan Documents, at law or in Equity.

8. This agreement is supplementary to said Mortgage and Note. All the provisions thereof and of the Note or notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Mortgagor agrees to perform all the covenants of the grantor or grantors in said Mortgage. The provisions of this indenture shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Mortgagor. The Mortgagor hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws for the State of Illinois with respect to said real estate. If the mortgagor and beneficiaries consist of two or more persons, their liability hereunder shall be joint and several.

9. All of the other terms and provisions of the Note, Mortgage, ABI, Guaranty and the Loan Documents shall remain in full force and effect and shall not be altered, changed or amended by this or any other agreement. Mortgagor acknowledges that no other promises or agreements except as herein stated were made between them and Lender.

10. This Agreement is subject to and contingent upon Chicago Title Insurance Company issuing its title insurance policy insuring that the Lien of the Mortgage is still the first and paramount lien against the Property. If the Mortgage is not the first and paramount lien against the Property, then Mortgagor shall be in default and Lender may elect whatever legal options are available

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to provide a full and complete record of the proceedings of the Court and to preserve the same for the benefit of the public and the courts of this State.

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to it.

11. This Agreement is made and entered in the State of Illinois, County of Cook, and shall be interpreted pursuant to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

PRAIRIE BANK AND TRUST COMPANY
as Trustee under Trust Agreement
dated May 29, 1998 and known as
Trust No. 98-042

EXCULPATORY CLAUSE
It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warrantors, indemnitors, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended to be made and intended for the purpose of such the invention of binding said Trustee personally but are the personal warranties, indemnities, representations, covenants, undertakings and agreements by made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee personally but are not the personal liability of personal responsibility is assumed by said Trustee not in its enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BY: [Signature]
TRUST OFFICER

ATTEST: [Signature]
ASST. TRUST OFFICER

PRAIRIE BANK AND TRUST COMPANY

BY: [Signature]

ATTEST: _____

PRAIRIE BANK AND TRUST COMPANY

The undersigned hereby agrees to and consents to all of the terms of the Loan Modification and Extension Agreement and agree that the Guaranty Agreement, the Assignment of Beneficial Interest for Collateral Purposes, the CIA, and all other of the Loan Documents heretofore executed by him, is and shall remain in full force and effect and is binding upon all of the undersigned.

[Signature]
EDWARD F. PALIATKA

Clark's Office

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EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE MODIFICATION AND EXTENSION AGREEMENT DATED DECEMBER 8, 1999 BY AND BETWEEN PRAIRIE BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED MAY 29, 1998 AND KNOWN AS TRUST NO. 98-042, AS MORTGAGOR, AND PRAIRIE BANK AND TRUST COMPANY, AS LENDER.

PARCEL 1:

THE WEST 1/2 (EXCEPT THE NORTH 10 FEET THEREOF, AND EXCEPT THE SOUTH 460 FEET THEREOF, AND EXCEPT THAT PART THEREOF FALLING WITHIN THE WEST 24 FEET OF THE SOUTH 490 FEET OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6) OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN 24-06-424-038-0000

COMMON ADDRESS: 6530-6540 WEST 94th Place and 9401 SOUTH NASHVILLE, OAK LAWN, IL

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