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1410/0063 33 001 Page 1 of 10
2000-02-15 11:23:28
Cook County Recorder 39.50



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This Instrument Prepared By: Gerald M. Petacque, 19 West Jackson Boulevard, Chicago, Illinois 60604

MODIFICATION AND EXTENSION AGREEMENT

WHEREAS, Banco Popular, Illinois, as Successor Trustee, to Capitol Bank and Trust Company, an Illinois banking corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated December 17, 1989 and known as Trust No. 1893 ("Trustee") ("Borrower") executed a Revolving Note ("Note") dated January 8, 1999 for Two Hundred Fifty Thousand (\$250,000.00) Dollars in favor of Manufacturers Bank (as "Bank").

That Note is secured by the following:

(1) A certain Mortgage, Assignment of Leases and Security Agreement ("Mortgage") of even date herewith executed by Trustee, in favor of Bank, as Mortgagee, on real estate legally described in the Mortgage and as set forth in Exhibit A attached hereto and made a part hereof which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 1st day of February, 1999, as Document No. 99105920.

(2) A certain Guaranty executed by Michael Deitch, as Guarantor, dated January 8, 1999 in favor of Bank.

(3) A certain Assignment of Leases, Rents and Profits dated January 8, 1999 ("Assignment") executed by Trustee and Michael Deitch, as Assignors, for the benefit of Bank, as Assignee, which Assignment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 1st day of February, 1999, as Document No. 99105921.

(4) A certain Security Agreement And Assignment Interest In Land Trust executed by Trustee and Michael Deitch, as Assignor and the Bank, as Secured Party, pledging One Hundred (100%) per cent of the entire beneficial interest in Banco Popular, Illinois, as Successor Trustee, to Capitol Bank and Trust Company, an Illinois banking

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00111440

corporation, not personally but solely as Trustee under the provisions of a Trust Agreement dated December 17, 1989 and known as Trust No. 1893.

(5) A certain Environmental Representation, Warranty & Indemnification Agreement executed by Trustee and Michael Deitch.

(6) A certain Americans With Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement executed by Trustee and Michael Deitch.

That all of the aforesaid Note; Mortgage; Assignment; Guaranty executed by Michael Deitch, as Guarantor; Security Agreement And Assignment Interest In Land Trust; Environmental Representation, Warranty & Indemnification Agreement; and Americans With Disabilities Act 1990 "ADA" Representation, Warranty and Indemnification Agreement are hereby incorporated by reference and made a part hereof.

WHEREAS, Trustee, Mortgagor and Guarantor has requested Bank to extend the time of payment of the indebtedness evidenced by the Note, and

WHEREAS, Guarantor will benefit by the extension of the time of payment of the indebtedness evidenced by the Note.

WHEREAS, it has been agreed by the parties hereto that Mortgage Note shall be modified as hereinafter set forth.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and conditions hereinafter set forth agree as follows:

That the recitals contained in this Agreement are made a part hereof.

MODIFICATION. The parties hereby agree to modify the terms of repayment of indebtedness evidenced by the Note for Two Hundred Fifty Thousand (\$2500,000.00) Dollars, which is secured by the Mortgage, Security Agreement And Assignment Interest In Land Trust, Assignment, Guaranty executed by Michael Deitch, as Guarantor; Environmental Representation, Warranty & Indemnification Agreement; and Americans With Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement.

That the Maturity Date of the Note is hereby modified and extended to January 10, 2001 (the "Maturity Date") when a final payment of accrued interest together with the entire principal balance remaining unpaid unless sooner paid by acceleration or otherwise and all other sums due and owing shall be due and payable and shall be in immediately available funds to the Bank.

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00111440

All of the terms and provisions of the Note; Mortgage; Security Agreement And Assignment Interest In Land Trust; Assignment; Guaranty executed by Michael Deitch, as Guarantor; Environmental Representation, Warranty & Indemnification Agreement; and Americans With Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement shall remain in full force and effect except as modified by this Modification and Extension Agreement. The provisions of this Agreement shall not alter, amend, change, modify or discharge any of the other covenants and conditions contained in the Note; Mortgage; Security Agreement And Assignment Interest In Land Trust; Assignment; Guaranty executed by Michael Deitch, as Guarantor; Environmental Representation, Warranty & Indemnification Agreement; and Americans With Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement, and any other documents executed in connection with the making of the Note; Mortgage; Security Agreement And Assignment Interest In Land Trust; Assignment; Guaranty executed by Michael Deitch, as Guarantor; Environmental Representation, Warranty & Indemnification Agreement; and Americans With Disabilities Act 1990 ("ADA") Representation, Warranty and Indemnification Agreement, which Guarantor hereby agrees to be bound by and reaffirm all of the terms, covenants and conditions contained in said Guaranty executed by Michael Deitch, as Guarantor, and hereby acknowledge their legal benefit and consideration from this Modification and Extension Agreement.

All of the terms, covenants, conditions and agreements herein shall bind the parties hereto and the benefits and advantages shall inure to the successors and assigns of the Bank and to Mortgagee.

This Modification and Extension Agreement is being executed in duplicate originals, one duplicate original shall be recorded with the Recorder of Deeds of Cook County, Illinois.

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00111440

Witness our hands and seals this ____ day of _____, 2000.

Banco Popular, Illinois, as Successor Trustee to
Capitol Bank and Trust Company, an Illinois
banking corporation, not personally but solely as
Trustee under the provisions of Trust Agreement
dated December 17, 1989 and known as Trust
No. 1893

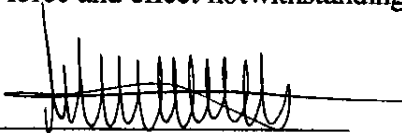
SEE RIDER ATTACHED HERETO
AND BY THIS REFERENCE

By _____
MADE A PART HEREOF

Attest:

By _____
Name _____
Title _____

The undersigned as Guarantor and Mortgagor hereby consents to and agrees to the foregoing Modification And Extension Agreement and further re-adopts and reaffirms their Guaranty and it shall remain in full force and effect notwithstanding this Modification and Extension Agreement.


Michael Deitch

Property of Cook County Clerk's Office

CONSENT OF BANK

The undersigned Mortgagee hereby consents to and hereby approves the foregoing Modification and Extension Agreement and Other Security Documents.

Dated: Feb 8th, 2000

MANUFACTURERS BANK

By: Mario Di Giannantonio
Name:
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sherry T. White-Sims, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mario Di Giannantonio Vice President, of Loan Officer of MANUFACTURERS BANK, personally known to me to be the same person whose name is subscribed to the foregoing Consent of Mortgagee, appeared before me this day in person and acknowledged that he signed and delivered said instrument, on behalf of the bank and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 8th day of February, 2000.

Sherry T. White-Sims
Notary Public

My Commission Expires: 8-21-02



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TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

00111440

COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, and _____ the _____ and _____ respectively of Banco Popular, Illinois, as Successor Trustee to Capitol Bank and Trust Company, as Trustee, who were personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 1893 for the uses and purposes therein set forth, and that the said _____ did then affix the seal of said bank as his/her own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

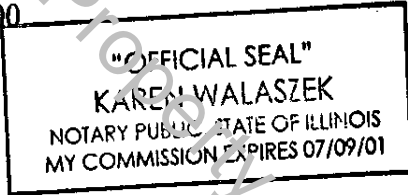
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

00111440

I, KAREN WALASZEK, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Deitch, 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 to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of February, 2000.



Karen Walaszek
Notary Public

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00111440

EXHIBIT "A"

Legal Description

COMMON ADDRESS: 1802-06 West Chicago Avenue, Chicago, Illinois 60622

P.I.N. as to Lot 2: 17-06-436-021

P.I.N. as to Lot 3: 17-06-436-020

LOTS 2, AND 3 IN THE SUBDIVISION OF LOT 4 IN SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 8 OF COCHRAN AND OTHERS SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPT THAT PART OF SAID LOT 2 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID LOT 2, 0.69 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH ALONG THE EAST FACE OF A BRICK BUILDING 123.75 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID LOT 2, 0.88 FEET WEST OF THE NORTHEAST CORNER THEREOF.

COMMON ADDRESS: 1810 West Chicago Avenue, Chicago, Illinois 60622

P.I.N. 17-06-436-018

LOT 5 IN THE SUBDIVISION OF LOT 4 IN SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 8 IN THE SUBDIVISION BY COCHRAN AND OTHERS OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1812 West Chicago Avenue, Chicago, Illinois 60622

P.I.N. 17-06-436-017

LOT 6 IN THE SUBDIVISION OF LOT 4 IN SUPERIOR COURT PARTITION OF THE SOUTH ½ OF BLOCK 8 IN THE SUBDIVISION BY COCHRAN AND OTHERS OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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This Modification And Extension Agreement is executed by the Banco Popular North America as Successor to Capitol Bank & Trust, Trustee under Trust Agreement dated December 17, 1989 and known as Trust No. 1893 and accepted upon the express understanding that the Banco Popular North America enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular North America because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied, trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

In Witness Whereof, the Banco Popular North America, not personally, but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 11th day of February, 2000.

BANCO POPULAR NORTH AMERICA

BY: *James A. Boyd*
JAMES A. BOYD, SENIOR VICE PRESIDENT

ATTEST: *J. A. Benz*
JAMES A. BENZ, ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the BANCO POPULAR NORTH AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own 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 Notarial Seal this 11th day of February, 2000.

Notary Public *Laurel D. Thorpe*

