## UNOFFICIAL CO:P0857993

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## CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT

In October of 1997, Borrowers and an entity in which they maintain a 100% ownership interest enterer into various loan arrangements with Lender which resulted in the following loans being made to Borrowers, or their controlled entity, by Lender:

- Loan 1. A six Hundred Thousand Dollar (\$600,000.00) loan dated October 7, 1997 with a maturity date of October 7, 2000, as evidenced by a Promissory Note secured by a Nortgage and Assignment of Rents on property commonly known as 7942 Ogder Avenue, Lyons, Illinois.
- Loan 2. A home equity loan in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) as evidenced by a Home Equity Agreement and Disclosure dated June 25, 1538 with a scheduled maturity date of July 20, 2003, secured by a Mortgage and Assignment of Rents recorded against the Borrowers' residence commonly known as 225 Millbridge, Riverside, Illinois (Mortgage and Assignment of Rents recorded on August 6, 1998 as Document Nos. 98692292 and 98692291 respectively) and legally described as set forth on Exhibit "A" attached hereto.
- A One Hundred and Fifty Thousand Dollar (\$150,000.00) loan evidenced by a Promissory Note dated September 4, 1998 with a scheduled maturity date of September 1, 2003, to a totally owned entity of the Formwers named Uncle Bob's Family Fun Center with assets pledged pursuant 20 a Commercial Security Agreement of even date and perfected by a UCC Financing Statement filed on February 5, 1999, and identified as Document No. 3985073 FS.
- Loan 4. A loan to Borrowers in the principal amount of One Hundred Forty-Eight Thousand Dollars (\$148,000.00) also dated September 4, 1998 with a scheduled maturity date of September 1, 2001, evidenced by a Promissory Note and secured by a Mortgage and Assignment of Rents also recorded on the Borrowers' residence in the form of a second mortgage (Mortgage and Assignment of Rents recorded on January 11, 1999 as Documents 99-021354 and 99-021355 respectively) and a security interest in the assets of an entity located at 7942 West Ogden, Lyons, Illinois, commonly known as "Breeze Laundromat," pursuant to a security agreement of even date; said security interest being perfected by a Financing Statement filed on February 21, 1998, as Document No. 3961338.

After some time, one or more of the above-identified loans were declared in default and the Lender initiated legal action to collect on one or more of the above-described defaulted loans. As a result, the Borrowers, STANLEY GOLBA and LILLIAN GOLBA, on February 7, 2001, filed for relief under Chapter 11 of the United States Bankruptcy Code in the Northern District of Illinois, Eastern Division, in Case identified as No. 01 B 4142. Since filing the Chapter 11 proceeding, the Debtors have liquidated certain property pledged as security to Lender and also made adequate protection payments. As a result, the loan identified above as Loan 1 in the amount of \$600,000 has been paid in full, as well as the loan identified as Loan 3 to Uncle Bob's Family Fun Center. The loans identified above as Loans 2 and 4 still remain unpaid and in default. By its original terms, Loan 2 matured on September 1, 2001. Loans 2 and 4 are secured by a First and Second Mortgage and Assignment of Rents on the Borrowers' residence commonly known as 225 Millbridge Road, Riverside, Illinois, and by the assets of "Breeze Laundromat." The total unpaid balance under the loans due and owing the Lender as of the date of this Agreement is Five Hundred Twenty-Three Thousand, Eight Hundred and Fifty Eight Dollars and 51/100 (\$523,858.51).

In addition there remains outstanding real estate taxes due relating to the real property commonly known as 225 Millbridge, Riverside, Illinois in the approximate amount of \$25,000.

In addition, there remain unpaid attorneys' fees in the amount of \$3,000.00 for a total indebtedness due of Five Hundred Twenty-Six The usand, Eight Hundred and Fifty Eight Dollars and 51/100 (\$526,858.51) as of the date of this Agreement ("Total Obligation").

For and in consideration of the Lender's agreement to Consolidate, Extend and Modify the terms of the two loans that remain in default in order to solow the Borrowers to maintain but one continuing obligation to Lender, and to assist in having Borrov ers plan confirmed in the bankruptcy proceedings, the Borrowers and Lender hereby agree as follows:

That the obligations evidenced by the Home Equity Agreement and Disclosure in the principal amount of \$275,000.00 and the obligation identified by a Promissory Note in the amount of \$148,000.00 (Loans 2 and 4) are hereby consolidated into one reduced and agreed upon amount due Lender in the amount of Five Hundred Fifteen Thousand and 00/100 (\$515,000.00) (Consolidated Principal Obligation), not including the outstanding real estate taxes due, with the joint terms and conditions of each of the Home Equity Agreement and Disclosure and Promissory Note remaining in full force and effect on a consolidated basis except for an extension of the maturity date as hereinafter identified, and as further modified by a consolidated and new repayment schedule and an interest rate to be charged as hereinafter identified. All Mortgages, Assignment of Rents, Security Interest and documents evidencing Loans 2 and 4 shall remain in full force and effect except as modified hereinafter. Lender will continue to maintain a First Mortgage and Second Mortgage position on the property commonly known as 225 Millbridge Road, Riverside, Illinois, and a perfected security interest in all of the assets of Breeze Laundromat located at 7924 West Ogden, Lyons, Illinois, pursuant to the documents above-identified and as recorded.

In addition, Borrowers agree by this Agreement to re-pledge property previously secured by Uncle Bob's Family Fun Center (Loan 3) so that the security agreements and financing statement given as security for that loan remain in full force to the extent of the fair market value of the tangible assets of Uncle Bob's which secured the loan, notwithstanding the fact that the underlying obligation has been paid during the pendency of the bankruptcy proceeding. This pledge of property remains in full force and effect for the assets of Uncle Bob's Family Fun Center according to the terms of the original security documents until this newly consolidated obligation is paid in full to Lender.

The consolidated maturity date of the Promissory Note in the amount of \$148,000.00 dated September 4.1998, and the accompanying Mortgage, Assignment of Rents, and Commercial Security Agreement is hereby extended from September 1, 2001, the original maturity date, to the date of March 1, 2005 ("Consolidated Maturity Date"), and the maturity date of July 20, 2003 for the Home Equity Agreement and Disclosure and accompanying documents for \$275,000.00 is by this Agreement also extended to the Consolidated Maturity Date of March 1, 2005. The interest rate to be charged for the Consolidated Principal Obligation is Nine (9%) per annum on the entire remaining Consolidated Principal Obligation due from time to time.

In lieu of the payment schedule set forth in Loans 2 and 4, Borrowers shall make monthly payments in the amount of \$4,366.70 plus a monthly Real Estate Tax Escrow Deposit with Borrowers' first payment due April 1, 2002 and subsequent payments due on the same day of each month thereafter ("Consolidated Monthly Payment") with a final payment of the balance, all accrued interest, other charges and principal due on March 1, 2005. Interest shall begin to accrue on March 1, 2002.

In addition, Borrowers shall, on or before May 29, 2002, pay all outstanding real estate taxes due relating to the real property commonly known as 225 Millibridge, Riverside, Illinois, including, but not limited to, the first installment of the year 2001 tax. If the taxes are not paid on or before May 29, 2002, this Agreement shall be considered rescinded by be a parties with the original terms, conditions, maturity dates and rates of interest under the original loan and loan documents described heretofore as Loan 2 and 4 to be reinstated as of this Consolidation, Extension and Modification Agreement had never existed without all defaults existing prior to this Agreement remaining.

This Agreement is made and entered as of the date set forth above (February 21, 2002), however, it is subject to and conditioned upon the approval of the Bankruptcy Court in the present Chapter 11 proceedings identified above on or before March 18, 2002. This Agreement is also subject to the Bankruptcy Court entering an Agreed Order on or before March 18, 2002 providing that the automatic stay is modified as of May 30, 2002 if the outstanding real estate taxes due relating to the real property commonly known as 225 Millbridge, Riverside, Illinois are not paid by May 29,2002. The Agreed Order shall provide that the stay is modified to allow Suburban Bank to move forward with its foreclosure action relating to the property commonly known as 225 Millbridge, Riverside, Illinois. If this Agreement is not approved and if the Agreed Order is not entered on or before that date, this Agreement shall be considered rescinded by both parties with the original terms, conditions, maturity dates and rates of interest under the original loan and loan documents described heretofore as Loan 2 and 4 to be reinstated as of this Consolidation, Extension and Modification Agreement had never existed without all defaults existing prior to this Agreement remaining.

All other terms and conditions of the Note, Home Equity Agreement and Disclosure, the Mortgages, Assignment of Rents, Commercial Security Agreements (including Uncle Bob's Family Fun Center) and all other documents evidencing perfection shall remain in full force and effect, except as modified by the terms of this Consolidation, Extension, and Modification Agreement. The Mortgages, Assignment of Rents, and Commercial Security Agreements are modified by this Agreement to reflect that they are pledged as security for this new consolidated obligation. Borrowers individually and as 100% owners of the entity referred to as Uncle Bob's Family Fun Center, Inc., acknowledge by this Agreement their obligations as extended and modified in favor of Lender, SUBURBAN BANK & TRUST COMPANY, remain in full force and effect according to the terms of this Consolidation, Extension, and Modification Agreement, and the terms not inconsistent berewith as set forth in the loan documents identified above are made part of this Agreement.

BORROWERS:	LENDER:
	SUBURBAN BANK & TRUST COMPANY
STANLEY GOLBA	By
	Printed Name
0-	Title
LILLIAN GOLBA	
	0,
	45
PREPARED BY AND MAIL TO:	MAY/10
BURKE & BURKE, LTD.	
Two First National Plaza	C/2
20 South Clark Street, Suite 2200	· Qa
Chicago, IL 60603	7
(312) 726-6630	′,0
	V/Sc.

## EXHIBIT "A"

LOT 12 IN BLOCK 5 IN 1ST DIVISION OF RIVERSIDE, IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE THEREOF 50 FT., THENCE SOUTHERLY TO A POINT 45.045 FT. EAST FROM THE SOUTH WESTERLY CORNER OF SAID LOT, MEASURED, ON THE SOUTHERLY LINE THEREOF THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 45.045 FT. TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT OF THE POINT OF BEGINNING)

**ALSO** 

LOT 13 (EXCEPT THAT PART OF SAID LOT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY COLUER OF SAID LOT THENCE WESTERLY ON A CURVED LINE BEING THE NORTHERLY LINE OF SAID LOT, 50 FEET, THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT, 50 FEET, WESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE SOUTHEASTERLY CORNER THEREOF, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGILWING) IN BLOCK 5 IN THE 1<sup>ST</sup> DIVISION OF RIVERSIDE ALL IN SECTION 35, TOWNSHIP 39 NORTH, PANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. County Clerks Office IN COOK COUNTY, ILLINOIS

PINs: 15-35-419-014; 15-35-419-015

FROM :

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BURKE & RAPID LTD.

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property community known as 225 Millbridge, Niverside, Illinois. If this Agreement is not approved and if the Agreem Order is not entered on or before that date, this Agreement shall be considered reacheded by both parties with the original terms, conditions, measurity dates and more of interest under the original terms, conditions, measurity dates and more of interest under the original tone and loan documents described heresofters as Loan 2 and 6 to be reinstand as of this Consolidation, Eddington and Medification Agreement and move existed without all defaults unlessing point to this Agreement remislaing.

All other terms and conditions of the Note, Haine Equity Agreement and Dissionate, the Notetagess. Assignment of Rents, Commercial Security Agreements (including Line)s Bob's Bereity Pun Content) and all other documents evidenting perfection shall remain to full force and effect, except or smallful by the terms of this Compositation, Entention, and Modification Agreement. The Moragess, Assignment of Rents, and Commercial Senantry Agreement are madified by this Assignment on relicot that they are pleased as smartly for this new consolidated obligation. If the new consolidated obligation as entented and modified in Spor of Lander. N'ALEGAN BANK & TRUST COMPANY, except in full force and effect excepting to the street. It is Consolidation, Bernasion, and Modification Agreement, and the terms not insumment to the term as set forth in the loss documents iterative above are made pure of this Agreement.

acelorate:

STANLEY COLDS

Lillian Bollo

LENDER

SUBURBAN BANK & TRUST COMBANY

1014'S OFFICO

Pelated Name

ILLIAN COLDA

PREPARED BY AND MAIL TO: MINER & BURKS, LTD

Two First Hational Plans

20 South Clark Street, Sales 2200

(312) 735-6630

MAil to:

BURKE & BURKE. LTD.

20 South Clark Street

SuiteSüité 2200

Chicago, IL 60603

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## **UNOFFICIAL COPY**

Proberty of Cook County Clerk's Office

AND CONTRACTOR OF THE CONTRACT