

UNOFFICIAL COPY

COOK COUNTY
RECORDER
JESSE WHITE
MARKETING OFFICE

03065305

Prepared by and Mail to:
The Steel City Bank of Chicago
3030 East 92nd Street
Chicago, Illinois 60617
or in Cook County, Box 342

12/27/93

0002 MCH 11:50
RECORDING # 29.00
03065305 H

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 12th day of November, 1993, between THE STEEL CITY BANK OF CHICAGO, an Illinois banking corporation, (formerly known as The Steel City National Bank of Chicago, a national banking association) hereinafter called Bank, and THE STEEL CITY BANK OF CHICAGO, not personally but solely as Trustee u/t/a dtd 11/1/85 a/k/a Trust #2823 & 536 ARLINGTON ASSOCIATES A, a Ltd. Partnership, the Obligor(s) under the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of One Million Five Hundred Thousand and 00/100----- (\$ 1,500,000.00) DOLLARS, dated the July 6, 1993, secured either in whole or in part by Mortgage(s) recorded as Document(s) 93594906 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW, THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from November 12, 1993 to November 12, 1994.
- (X) As of the date hereof, the amount of the principal indebtedness is One Million Five Hundred Thousand and 00/100----- (\$ 1,500,000.00) DOLLARS.
- () The rate of interest charged under the Note is hereby increased from _____ percent (%) per annum to _____ percent (%) per annum. The default rate of interest shall be increased by a like amount.
- () The rate of interest charged under the Note is hereby increased from _____ percent (%) per annum in excess of the Prime Rate of the Bank to _____ percent (%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than _____ percent (%). The default rate of interest shall be increased by a like amount.
- () The installments of principal and interest shall be charged beginning _____, 19____, to a payment of _____ DOLLARS, and a like payment on the _____ day of each and every _____ thereafter, except that all sums due, if not sooner paid, shall be due and payable on _____, 19____.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

THE STEEL CITY BANK OF CHICAGO

BY [Signature]
Vice President
Consented to by Guarantors:

Leslie M. Heffler
LESLIE M. HEFFLER
Howard Fink
HOWARD FINK

SECOND PARTY:

536 ARLINGTON ASSOCIATES A, a Ltd. Partnership

By [Signature]
Leslie M. Heffler, its General Partner

By [Signature]
Howard Fink, its General Partner

THE STEEL CITY BANK OF CHICAGO, not personally but solely as Trustee u/t/a dtd 11/1/85 a/k/a Trust #2823

By [Signature]
TRUST & LOAN OFFICER

This instrument is executed by THE STEEL CITY BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions of the instrument hereunder by THE STEEL CITY BANK OF CHICAGO are made solely as Trustee, as aforesaid and not individually, and no liability shall be asserted or be enforceable against THE STEEL CITY BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

25-
ASH

03065305

UNOFFICIAL COPY

FIRST PARTY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Deborah Mieszala, VP, 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 such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November, 1993.



Margaret A. Mucharski
Notary Public

SECOND PARTY

STATE OF ILLINOIS

COUNTY OF COOK

INDIVIDUALS

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named LESLIE M. HEPNER & HOWARD FINK, 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.

Given under my hand and notarial seal this 9th day of DECEMBER, 1993.



Margaret A. Mucharski
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

CORPORATIONS

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Pamela Czerwik, 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 such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of December, 1993.



Margaret A. Mucharski
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

PARTNERSHIPS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____, 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 such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

UNOFFICIAL COPY

03065305

EXHIBIT "A"

The East 4 1/2 feet of Lot 36 and the West 69 feet of Lot 35 in Subdivision of Outlot "C" in Wrightwood said Wrightwood, being a Subdivision of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-29-316-025

Common Address: 536 West Arlington Place
Chicago, Illinois

Property of Cook County Clerk's Office