

LOAN MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement ("Agreement") dated as of October 31, 1994, by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association formerly known as First National Bank of Hinsdale, as Trustee under Trust Agreement dated September 6, 1984 and known as Trust No. L-900 ("Mortgagor"); and Lucille E. Bekta ("Co-Obligor").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligor in the original principal sum of One Million Fifty Five Thousand and No/100 Dollars (\$1,055,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note ("Note") dated October 5, 1990, and renewal Note dated November 1, 1992, and is secured by a mortgage ("Mortgage") dated October 5, 1990 and recorded October 9, 1990 in the Recorder's Office of Cook County, Illinois as Document No. 90490640, mortgaging, granting, and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described on Exhibit A hereto.

As additional security for the loan, the following documents have been executed and delivered to Mortgagee:

1. Assignment of Leases and Rents made by Mortgagor to Mortgagee dated October 5, 1990 and recorded October 9, 1990 in the Recorder's Office of Cook County, Illinois as Document 90490641.

2. Collateral Assignment dated October 5, 1990 of 100% of the beneficial interest in and to Harris Bank Hinsdale, National Association, formerly known as First National Bank of Hinsdale, Land Trust dated September 6, 1984 and known as Trust No. L-900 containing property commonly known as 145th Street and Crawford Avenue, Midlothian, Illinois executed by Lucille E. Bekta.

3. Collateral Assignment dated November 1, 1992 of 100% of the beneficial interest in and to Harris Bank Hinsdale, National Association, formerly known as First National Bank of Hinsdale, Land Trust dated September 5, 1984 and known as Trust No. L-900 containing property commonly known as 145th Street and Crawford Avenue, Midlothian, Illinois executed by Lucille E. Bekta.

(Said Note, Mortgage and additional documents are hereinafter referred to as the "Loan Documents")

Mortgagor and Co-Obligor have asked the Mortgagee to extend the maturity date of the Note and Mortgagee is willing to extend the maturity date of the Note on the terms and conditions set forth herein.

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COOK COUNTY, ILLINOIS  
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In consideration of the foregoing, and of the mutual promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of one and one-half percent (1.50%) over Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and when there is a change in said prime rate. The prime rate of interest as of the date of this Agreement is seven and three-quarters percent (7.75%).

2. Beginning November 1, 1994, Mortgagor and Co-Obligor agree to pay monthly installments in the sum of \$2,000.00 principal, plus interest on the first (1st) day of each and every month until the principal indebtedness and all accrued interest and other charges have been paid in full.

3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding, and all accrued interest and other charges, shall be due and payable on April 30, 1995 (the "Maturity Date").

4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.

5. Mortgagor and Co-Obligor hereby acknowledge and agree that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In all other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement this 5<sup>th</sup> day of December, 1994.

The provisions appearing on the reverse side of this page are incorporated herein by reference and are hereby made a part of this document.

Harris Bank Hinsdale, National Association formerly known as First National Bank of Hinsdale as Trustee under Trust Agreement dated Sept. 6, 1984, and known as Trust No. L-900

By: [Signature]  
Assistant Vice President/Trust Officer

Attest: [Signature]  
Title: PERSONAL BANKING OFFICER

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# UNOFFICIAL COPY

This document is made and executed by HARRIS BANK Hinsdale, as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that HARRIS BANK Hinsdale enters into same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities, representations, warranties, covenants or undertakings of HARRIS BANK Hinsdale, or for the purpose of binding HARRIS BANK Hinsdale personally, but are made and intended for the purpose of binding only that portion of the Trust Property described herein and this document is executed and delivered by HARRIS BANK Hinsdale not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon HARRIS BANK Hinsdale as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, HARRIS BANK Hinsdale or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the Trust Property or in the use and occupancy thereof, all such liability, if any, being expressly waived and released. It is further understood and agreed that HARRIS BANK Hinsdale individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any ACTION or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

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IN WITNESS WHEREOF, Co-Obligor has executed this Agreement this 2nd day of December, 1994.

Lucille E. Bekta  
Lucille E. Bekta

IN WITNESS WHEREOF, Mortgagee has executed this Agreement this 2nd day of December, 1994.

Harris Bank Hinsdale, National Association

By: T. H. Benton  
Title:

State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President/Trust Officer of Harris Bank Hinsdale, National Association and KAMAL MALHOTRA, who is PERSONAL BANKING OFFICER of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and PERSONAL BANKING OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 5<sup>th</sup> day of December, 1994.

Janet Hale  
Notary Public

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"OFFICIAL SEAL"  
////////////////////////////////////  
Notary Public, State of Illinois  
My Commission Expires 09/28/98  
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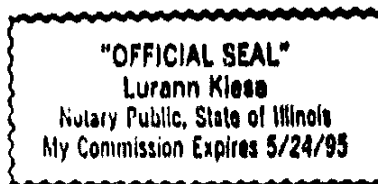
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# UNOFFICIAL COPY

State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Lucille E. Bekta, 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 that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 2nd day of December, 1994.

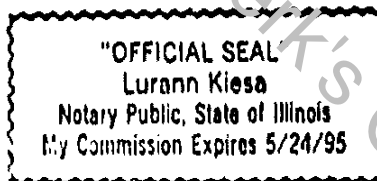
Lurann Kiesa  
Notary Public



State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Thomas H. Benton, who is the authorized agent of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized agent appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 2nd day of December, 1994.

Lurann Kiesa  
Notary Public



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# UNOFFICIAL COPY

## EXHIBIT A

BLOCK 15 (EXCEPT WEST 120 FEET THEREOF AND EXCEPT EAST 17 FEET THEREOF) IN MANUS MIDLOTHIAN PARK SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 28-10-214-016-0000

Commonly known as 145th Street and Crawford Avenue, Midlothian, IL

Prepared by and mail to:

Lurann K. Kiesa  
Harris Bank Hinsdale  
50 S. Lincoln Street  
Hinsdale, IL 60521

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