

# UNOFFICIAL COPY



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First National Bank  
Commercial Lending  
20900 S. Western Ave.  
Olympia Fields, IL 60461

**Doc#: 0431027013**  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 11/05/2004 10:00 AM Pg: 1 of 6

## EXTENSION/MODIFICATION AGREEMENT

Note No. 6851089 (i.k.a. 68510-34389)

This AGREEMENT, made this 15<sup>th</sup> day of August 2004, by and between First National Bank (hereinafter called "Bank") and First National Bank of Illinois, Formerly known as First National Bank of Lansing, as Trustee Under Trust Agreement Dated May 3, 1971 and Known as Trust #2389 (hereinafter called "Mortgagor") and Michael H. Rose and Allen T. Rose (hereinafter called "Borrower") and Michael H. Rose, Allen T. Rose H.E. Nelson, Co-Trustee for The Hubert E. Nelson Revocable Trust, dated January 29, 2001, and Bettie L. Nelson, Co-Trustee for the Hubert E. Nelson Revocable Trust, dated January 29, 2001 (hereinafter called "Grantor"),

WITNESSETH:

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated January 16, 1996, in the original principal amount of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00); and,

WHEREAS, the said Note and Mortgage matured on January 16, 1997 and was extended until March 31, 1998, by an Extension/Modification Agreement dated January 16, 1997 recorded with the Cook County Recorder of Deeds on July 31, 1997 as Document Number 97554631, further extended until March 31, 1999 by an Extension/Modification Agreement dated March 26, 1998 recorded with the Cook County Recorder of Deeds on July 21, 1998 as Document Number 98629884; further extended until September 30, 2000 by an Extension/Modification Agreement dated March 30, 1999 recorded with the Cook County Recorder of Deeds on June 1, 1999 as Document Number 99522884, further extended until December 1, 2001 by an Extension/Modification Agreement dated September 30, 2000 recorded with the Cook County Recorder of Deeds on November 20, 2000 as Document Number 00912672, further extended until June 1, 2003 by an Extension/Modification Agreement dated December 1, 2001 recorded with the Cook County Recorder of Deeds on March 20, 2002 as Document Number 0020314896, further extended until June 1, 2004 by an Extension/Modification Agreement dated June 1, 2003 recorded with the Cook County Recorder of Deeds on October 15, 2003 as Document Number 0328816224; further extended until August 15, 2004 by an Extension/Modification Agreement dated June 1, 2004 recorded with the Cook County Recorder of Deeds on August 11, 2004 as Document Number 0422445095 and

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WHEREAS, said Note is secured by a certain Mortgage and Assignment of Rents dated January 16, 1996, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on February 5, 1996, as Document Numbers 96096065 and 96096066, respectively, and a Collateral Assignment of Beneficial Interest, all on premises described as follows:

THE NORTH 1/2 OF LOT 72 AND THE NORTH 1/2 OF LOT 73 (EXCEPT THE WEST 17 FEET THEREOF) IN DIXIE GARDENS, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 525-533 Ashland Ave., Chicago Heights, IL 60411  
Permanent Index no. 32-17-115-036-0000

WHEREAS, the Bank is the owner and holder of the said Note and Mortgage and Assignment of rents, the Mortgagor is the owner of the mortgaged premises, and the Grantor is the beneficiary of Land trust #2389: and,

WHEREAS, the Note and Mortgage will mature on August 15, 2004; and,

WHEREAS, the Mortgagor, Borrower and Grantor have requested that the Bank extend the maturity date for the payment of all amounts due under the Note, and the Bank is willing to extend the maturity date upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment of Balance. The Mortgagor, Borrower and Grantor acknowledge that as of the date hereof, the unpaid balance due and owing on said note is FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00), and that said Note is not subject to any defenses or offsets whatsoever.
2. Modification of Terms. The Note and Mortgage are hereby modified as follows:
  - (a) The maturity date of the Note and Mortgage are hereby extended from August 15, 2004 to August 15, 2005.
3. Fees and Costs. Borrower agrees to pay all attorney's fees, title charges, recording charges and any other costs outlined in this Agreement.
4. Late Payment Fee. Borrower shall pay the Bank a late charge of five percent (5%) of any monthly installment not received by the Bank within fifteen (15) days after the installment is due.
5. Financial Reporting Requirements. Bank shall be provided with the following financial data:

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(a) Annual personal financial statements and tax returns for Michael H. Rose and Allen T. Rose.

(b) Annual receipt of updated leases and rent rolls for property described herein.

(c) Annual receipt of income and expense statements for property described herein.

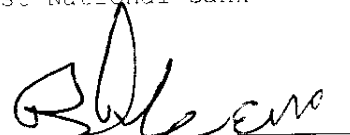
6. Reaffirmation of Representations / Continuation of Documents. Mortgagor, Borrower and Grantor further agree that all of the stipulations, provisions, conditions and covenants of the above described Note, Mortgage, Assignment of Rents and Collateral Assignment of Beneficial Interest shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the Bank in and to the subject premises nor to affect nor impair any rights or powers which Bank may have under said note, mortgage and/or trust deed in any other instrument or document delivered to the Bank by the Mortgagor, Borrower and Grantor.

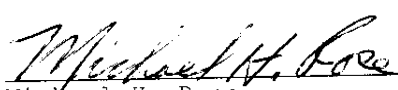
7. MORTGAGOR (BORROWER/GRANTOR) HEREBY AGREES THAT, IN THE EVENT MORTGAGOR (BORROWER) SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, BANK SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO BANK AS PROVIDED IN THE MORTGAGE.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

Bank:  
First National Bank

Borrower:

By:   
Brent E. Frank  
Executive Vice President

By:   
Michael H. Rose

By:   
Allen T. Rose

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Mortgagor:

First National Bank of Illinois, F/K/A First National Bank of Lansing, U/T/A  
dated May 3, 1971 A/K/A Trust #2389

By: SEE SIGNATURE SHEET ATTACHED HERETO  
AND INCORPORATED BY REFERENCE HEREIN

By: \_\_\_\_\_

Grantor:

By: Michael H. Rose  
Michael H. Rose

By: Allen T. Rose  
Allen T. Rose

By: H.E. Nelson  
H.E. Nelson, co-trustee of the Hubert E. Nelson Revocable Trust  
dated January 29, 2001

By: Bettie L. Nelson  
Bettie L. Nelson, co-trustee of the Hubert E. Nelson Revocable  
Trust dated January 29, 2001

Property of Cook County Clerk's Office

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THIS EXTENSION/MODIFICATION AGREEMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED MAY 3, 1971, CREATING TRUST NO. 2389 AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS VICE PRESIDENT & TRUST OFFICER AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS TRUST OFFICER.

FIRST NATIONAL BANK OF ILLINOIS,  
LANSING, ILLINOIS AS TRUSTEE  
AFORESAID AND NOT PERSONALLY.  
BY: *David G. Clark*  
DAVID G. CLARK, VICE PRESIDENT  
AND TRUST OFFICER

ATTEST:

*Carol J. Steinhauser*  
CAROL J. STEINHAUSER, TRUST OFFICER

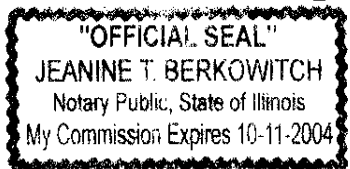
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I JEANINE T. BERKOWITCH, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT DAVID G. CLARK, VICE PRESIDENT & TRUST OFFICER OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND CAROL J. STEINHAUSER, TRUST OFFICER, OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH VICE PRESIDENT & TRUST OFFICER AND TRUST OFFICER, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID TRUST OFFICER DID ALSO THEN AND THERE ACKNOWLEDGE THAT SHE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HER OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 7TH DAY OF OCTOBER, 2004.

MY COMMISSION EXPIRES:

*Jeanine T. Berkowitch*  
NOTARY PUBLIC

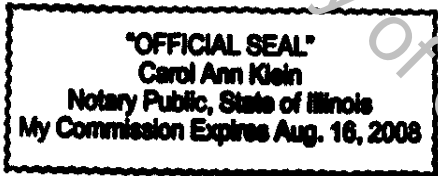


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State of Illinois )  
  )  
County of Cook    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael H. Rose, Allen T. Rose, H.E. Nelson, and Bettie L. Nelson, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 22 day of Sept. 2004.



Carol Ann Klein  
Notary Public

State of Illinois )  
  )  
County of Cook    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brent E. Frank, personally known to me to be the Executive Vice President of First National Bank, and known to me to be authorized agents of the corporation that executed 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24<sup>th</sup> day of Sept. 2004.

Candice M. Warmake  
Notary Public

