



Doc#: 0736556233 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/31/2007 01:30 PM Pg: 1 of 8

This document was prepared
by and after recording
return to:

Bank of Lincolnwood
4433 W. Touhy Avenue
Lincolnwood, IL 60712
Attn.: Stewart Anderson

SIXTH MODIFICATION AND EXTENSION AGREEMENT

This indenture made as of the 1st day of December, 2007, by and among CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE, under Trust Agreement dated August 14, 1990, and known as Trust No. 1095894, (the "Trustee"), HAROLD J. KOENIG, and HAROLD J. KOENIG, AS TRUSTEE, under the Harold J. Koenig Revocable Trust dated October 25, 1990 (individually and collectively referred to herein as the "Borrower") and BANK OF LINCOLNWOOD, an Illinois banking association (the "Bank," and the "Lender").

RECITALS:

WHEREAS, Borrower and the Bank have entered into that certain Credit Agreement dated as of November 28, 1995 (the "Credit Agreement") and the Related Documents (as defined in the Credit Agreement) pursuant to which the Bank made two loans to the Borrower in the amount of \$500,000.00 each in accordance with the terms and provisions of the Credit Agreement (collectively, the "Loan"); and

WHEREAS, on November 28, 1995, the Borrower executed and delivered to the Bank that certain Mortgage Note (the "Mortgage Note") in the principal amount of \$500,000.00 and that certain Revolving Business Loan Note (the "Note") in the principal amount of \$500,000.00 (the Mortgage Note and the Note are collectively, the "Notes"); and

WHEREAS, on November 28, 1995, to secure the obligations under the Notes, the Trustee executed and delivered to the Lender a Mortgage and Security Agreement (the "Mortgage" on certain real estate located in Cook County, Illinois, commonly known as 3737 Lunt, Lincolnwood, Illinois, the legal description of which is on Exhibit A hereto (the "Property"), which Mortgage was recorded with the Cook County Recorder of Deeds on November 28, 1995, as Document No. 95830580; and

WHEREAS, on November 28, 1995, to further secure the obligations under the Notes, the Trustee executed and delivered to the Lender an Assignment of Rents and Leases (the "Assignment") with respect to the Property, which Assignment was recorded with the Cook County Recorder of Deeds on November 28, 1995, as Document No. 95830581; and

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WHEREAS, at the request of the Borrower, on or about May 30, 1998, the Borrower and the Bank entered into a Modification and Extension Agreement (the "**First M&E**") pursuant to which, among other things, the Maturity Date of the Note was extended December 5, 2000, which First M&E was recorded with the Cook County Recorder of Deeds on August 17, 1999, as Document No. 99782288; and

WHEREAS, at the request of the Borrower, on or about December 5, 2000, the Borrower and the Bank entered into a Second Modification and Extension Agreement (the "**Second M&E**") pursuant to which, among other things, the Maturity Date of the Note was extended June 5, 2003, which Second M&E was recorded with the Cook County Recorder of Deeds on June 11, 2001, as Document No. 0010502184; and

WHEREAS, at the request of Borrower, on or about June 5, 2003, the Borrower and the Bank entered into a Third Modification and Extension Agreement (the "**Third M&E**") pursuant to which, among other things, the Maturity Date of the Note was extended to December 5, 2005, which Third M&E was recorded with the Cook County Recorder of Deeds on August 11, 2003, as Document No. 0322350031; and

WHEREAS, at the request of Borrower, on or about December 5, 2005, the Borrower and the Bank entered into a Fourth Modification and Extension Agreement (the "**Fourth M&E**") pursuant to which, among other things, the Maturity Date of the Note was extended to December 1, 2006; and

WHEREAS, at the request of Borrower, on or about December 1, 2006, the Borrower and the Bank entered into a Fifth Modification and Extension Agreement (the "**Fifth M&E**") pursuant to which, among other things, the Maturity Date of the Note was extended to December 1, 2007, which Fifth M&E was recorded with the Cook County Recorder of Deeds on January 18, 2007, as Document No. 0701656200 (the Notes, Mortgage, Assignment, Related Documents, all Modification and Extension Agreements and all other documents heretofore and hereafter executed or delivered in connection therewith are collectively the "**Loan Documents**"); and

WHEREAS, the Mortgage Note has been repaid in full; and

WHEREAS, the Note matures on December 1, 2007; and

WHEREAS, as of the date hereof, the outstanding balance under the Note is \$25,000.00; and

WHEREAS, the Borrower and the Bank have agreed to extend and modify the Note and Loan Documents as more fully set forth below;

NOW THEREFORE, in consideration of the premises hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Note is modified as follows:

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1. All capitalized terms used but not elsewhere defined herein shall have the meanings ascribed to them in the Credit Agreement, the Note and Related documents.
2. The Maturity Date of the Note is hereby modified and extended to December 1, 2008.
3. The second sentence of Section 2 of the Credit Agreement is modified to read as follows:

“The Facility shall expire on December 1, 2008, unless (i) earlier withdrawn or (ii) extended by the Bank in the Bank’s absolute and sole discretion.”
4. The last sentence of Section 3 of the Credit Agreement is modified to read as follows:

“All principal and interest due under the Note, if not sooner paid, shall be due and payable on December 1, 2008, unless extended by the Bank in the Bank’s absolute and sole discretion.”
5. Except as expressly amended hereby, the Note, the Mortgage, the Assignment and all other Loan Documents shall remain in full force and effect. The Note, the Mortgage, the Assignment and all rights and powers created thereby and thereunder or under such other Loan Documents are in all respects ratified and confirmed. From and after the date hereof, the Notes shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Note shall continue in full force and effect and the Note and this Agreement shall be read, taken and construed as one and the same instrument. On and after the date hereof, the terms the “Note” and the “Mortgage” as used in the Note, the Mortgage, the Assignment and the Loan Documents executed in connection therewith and/or herewith or any other instrument, document or writing executed by Borrower or furnished to or for the benefit of Bank by Borrower in connection herewith or therewith shall mean the Note, the Mortgage and the Loan Documents as amended hereby.
6. Borrower reaffirms each and every representation, warranty and covenant made in the Credit Agreement, the Notes, and the Related Documents as if each was made on the date hereof, and states that it understands that said representations, warranties and covenants were a material inducement to the Bank in connection with its willingness to enter into this Sixth Modification and Extension Agreement.
7. Borrower represents and warrants that there does not exist any Event of Default under the Note, the Credit Agreement or any of the Related Documents.
8. Borrower acknowledges, agrees and affirms that they possess no claims, defenses or offsets of any nature against the Bank or with respect to the enforcement of the Note, the Credit Agreement, the Mortgage or any of the Related Documents; nor do they have any knowledge of any facts that would or might give rise to any claims against the Bank. If facts now exist which would or could give rise to any claim against the Bank or with respect to the enforcement of the Note, the Credit Agreement, the Mortgage or any of the Related Documents, this Agreement or any other documents executed in connection with or related to the Loan,

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Borrower, hereby unconditionally, irrevocably and unequivocally waives and fully releases the Bank, its officers, directors and employees and their respective heirs and assigns from any and all such claims.

THIS AGREEMENT IS EXECUTED BY CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE AS AFORESAID IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (AND SAID CHICAGO TITLE LAND TRUST COMPANY HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT), AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID CHICAGO TITLE LAND TRUST COMPANY PERSONALLY TO PAY UNDER THE NOTES OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS ACCRUING HEREUNDER, OR TO PERFORM ANY COVENANT WHETHER EXPRESS OR IMPLIED HEREIN CONTAINED.

IN WITNESS WHEREOF the parties have executed this document as of the date first written above.

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE, under Trust Agreement dated August 14, 1990, and known as Trust No. 1095894, not personally

HAROLD J. KOENIG, AS TRUSTEE, under the Harold J. Koenig Revocable Trust, Dated October 25, 1990

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

By: Joseph F. Sochacki
JOSEPH F. SOCHACKI
Title: TRUST OFFICER

By: Harold Koenig
Title: PRESIDENT

Harold Koenig
HAROLD J. KOENIG

BANK OF LINCOLNWOOD

By: [Signature]

Its: S.N.P.

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1990, AND KNOWN AS TRUST NUMBER 1095894 ATTACHED TO AND MADE A PART OF THE SIXTH MODIFICATION AND EXTENSION AGREEMENT WITH BANK OF LINCOLNWOOD.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: DECEMBER 26, 2007

CHICAGO TITLE LAND TRUST COMPANY, SOLELY AS TRUSTEE AND NOT PERSONALLY UNDER TRUST AGREEMENT DATED AUGUST 14, 1990, AND KNOWN AS TRUST NUMBER 1095894.

By: _____


Joseph F. Sochacki, Assistant Vice President

County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

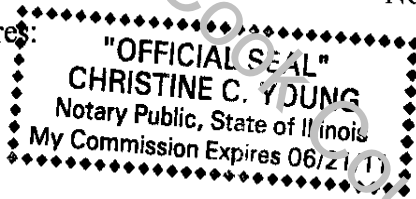
I CHRISTINE YOUNG, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JOSEPH F. SOCHACKI, a Trust Officer of Chicago Title Land Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such office holder, appeared before me this day in person and acknowledged that (s)he signed and delivered the same instrument as his/her own free and voluntary act and as the free and voluntary act of said Chicago Title Land Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 26 day of December, 2007.

Christine Young

Notary Public

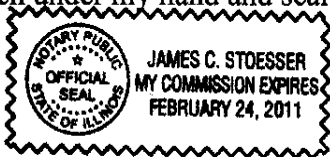
My commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JAMES C. STOESSER, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Harold J. Koenig as trustee under the Harold J. Koenig Revocable Trust Dated October 25, 1990, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

Given under my hand and seal this 14 day of DEC., 2007.



James C. Stoesser

Notary Public

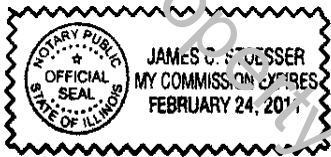
My commission expires: 2-24-2011

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JAMES C STOEESER, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Harold J. Koenig, who is 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 14 day of DEC., 2007.



James C Stoesser
Notary Public

My commission expires: 2-24-2011

Cook County Clerk's Office

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EXHIBIT A

Parcel 1:

THE EAST 40 FEET OF THE WEST 215 FEET OF THE SOUTH 199 FEET OF LOT 4 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 2:

THE EAST 130 FEET OF THE WEST 345 FEET OF LOT 4 (AS MEASURED ON THE SOUTH LINE) OF JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1 / 4 OF THE NORTH WEST 1 / 4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-35-126-040
10-35-126-032

Common Address: 3737 West Lunt, Lincolnwood, IL