 86185690

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This Modification of Mortgage and Assignment of Rents and Leases prepared by and upon recording shall be returned to:

Guerard & Drenk Ltd.
100 W. Roosevelt Road, Suite A-1
Wheaton, Illinois 60187

MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT is made and entered into this 24th day of ~~January~~ July, 1986, by and between **Lyons Savings and Loan Association**, an Illinois Corporation, (hereinafter referred to as **"Mortgagee"** or **"Assignee"**) and **Bank of Lyons**, not personally but as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 3186 (hereinafter referred to as **"Mortgagor"** or **"Assignor"**).

WHEREAS, the Mortgagor has made, executed and delivered to Mortgagee a Note dated July 18, 1985 in the original principal sum of **ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS**; and

WHEREAS, said Note is secured by a Mortgage and an Assignment of Rents and Leases both dated July 18, 1985 and recorded with the Cook County Recorder of Deeds on July 22, 1985 as documents number 85110569 and 85110570 respectively, and securing the real property legally described in Exhibit "A" attached hereto and incorporated herein (the **"Mortgaged Premises"**); and

WHEREAS, the Mortgagor and Mortgagee have also entered into a certain Construction Loan and Security Agreement dated July 18, 1985, relative to said loan transaction; and

WHEREAS, beneficiaries of Mortgagor have requested and Mortgagee has agreed to lend an additional **ONE HUNDRED SEVENTY THOUSAND AND NO/100 ($170,000.00) DOLLARS**; and

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This Modification of Mortgage and
Assignment of Rents and Leases
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Guaranty Bank Ltd.
100 W. Roosevelt Road, Suite A-1
Wheaton, Illinois 60187

THIS MODIFICATION

Association

"Mortgagor" "Association" BANK OF LOOMIS

"Mortgagor" "Association"

WHEREAS

($1,500,000.00) DOLLARS, ONE MILLION AND NO/100

WHEREAS

Premises" "Mortgaged

WHEREAS

WHEREAS

SEVENTY THOUSAND AND NO/100 ($70,000.00) DOLLARS; ONE HUNDRED

WHEREAS, by reason of said agreement, Mortgagor and Mortgagee have entered into a certain Modification of Note and Modification of Construction Loan and Security Agreement and Other Loan Documents, bearing even date herewith; and

WHEREAS, the parties desire to also modify the terms and conditions of said Mortgage and Assignment of Rents and Leases to the extent necessary to reflect the terms and conditions so modified in the Note, Construction Loan and Security Agreement and other Loan Documents;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties that the terms of the Mortgage and Assignment of Rents and Leases are modified as follows:

(1) The foregoing recitals are true in substance and fact and hereby incorporated herein by reference as if fully set forth herein.

(2) The Mortgage dated July 18, 1985, and recorded in Cook County, Illinois on July 22, 1985, as Document Number 85110569 is hereby amended to delete the following recital language on page one (1) thereof:

> "WITNESSETH, that to secure the payment of an indebtedness in the amount of **ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS** lawful money of the United States, to be paid with interest thereon according to a certain note bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the **"Note"**), and pursuant to authority heretofore granted by its Beneficiaries, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee."

and to substitute, in its place, the following language:

> WITNESSETH, that to secure the payment of an indebtedness in the amount of **ONE MILLION ONE HUNDRED SEVENTY THOUSAND AND NO/100 ($1,170,000.00) DOLLARS** lawful money of the United States, to be paid with interest thereon according to a certain note bearing even date herewith, and any amendments, modifications, renewals or replacements thereof (hereinafter referred to as the **"Note"**), and pursuant to authority heretofore granted by its Beneficiaries, the Mortgagor hereby mortgages, conveys, transfers and grants a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee."

(3) Paragraph 2.1(a) of the Assignment of Rents and Leases dated July 18, 1985, and recorded in Cook County, Illinois on July 22, 1985, as Document Number 85110570 is hereby amended to delete the following language:

> "2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS** (hereinafter referred to as the **"Note"**) and secured by a certain Mortgage (hereinafter referred to as the **"Mortgage"**) of even date herewith encumbering the subject property; and"

and to substitute, in its place, the following language:

> 2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of **ONE MILLION ONE HUNDRED SEVENTY THOUSAND AND NO/100 ($1,170,000.00) DOLLARS** (hereinafter referred to as the **"Note"**) and secured by a certain Mortgage (hereinafter referred to as the **"Mortgage"**) of even date herewith encumbering the subject property; and

(4) Notwithstanding anything in the Mortgage or Assignment of Rents and Leases to the contrary, all payments pursuant to the Note and this Modification Agreement of any nature shall be made payable to Lyons Savings and Loan Association at 450 West 55th Street, Countryside, Illinois 60525, unless otherwise directed by Lyons Savings and Loan Association in writing.

(5) Notwithstanding anything to the contrary herein, the terms and conditions of the aforementioned Mortgage and Assignment of Rents and Leases not expressly modified by the terms of this Agreement, shall remain in full force and effect. In all other respects, the Mortgagor expressly reaffirms all other terms, conditions and covenants of the Mortgage and Assignment of Rents and Leases as identified above. In addition, this Modification of Mortgage and Assignment of Rents and Leases neither changes, modifies, extends, establishes nor terminates any rights or obligations of the parties to any of the Mortgage Loan Documents presently encumbering the Mortgaged Premises or any modifications thereof.

(6) This Modification of Mortgage and Assignment of Rents and leases is executed by the undersigned, not

personally but as Trustee as aforementioned in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage and Assignment of Rents and Leases securing the payment hereof, by the enforcement of the provisions contained in said Mortgage, Assignment of Rents and Leases, and this Modification of Mortgage and Assignment of Rents and Leases. No personal liability shall be asserted or be enforceable against the Mortgagor or any person interested beneficially or otherwise in said property specifically described in said Mortgage and Assignment of Rents and leases given to secure the payment of the Note, as modified, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Modification of Mortgage and Assignment of Rents and Leases or the making, issue or transfer, all such liability, if any, being expressly waived by each subsequent holder hereof, but nothing contained herein shall modify or discharge the personal liability expressly assumed by the Guarantors hereof, and each original and successive holder of this Modification of Mortgage and Assignment of Rents and Leases accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment under this Modification of Mortgage and Assignment of Rents and Leases or any installment hereof, the sole remedy of the holder hereof shall be by the enforcement of any remedy available to Mortgagee under the Mortgage of the enforcement of any remedy available under the Loan Documents given to secure the indebtedness evidenced by this Modificaiton of Mortgage and Assignment of Rents and Leases, in accordance with the terms and provisions in said Mortgage and Assignment of Rents and Leases set forth or by action to enforce the personal liability of the guarantors, if any, of the payment hereof, or both.

IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage and Assignment of Rents and Leases

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on the date and year first above written.

BANK OF LYONS, not personally
but as Trustee under Trust Agreement
dated March 1, 1985 and known
as Trust #3186

BY: _____
Its: Trust Officer

ATTEST: _____
Its: Asst. Secretary

LYONS SAVINGS AND LOAN ASSOCIATION
an Illinois Corporation

BY: William E. Hale
Its: Vice-President

ATTEST: Janet M. Dougherty
Its: Asst. Sec.

CONSENT OF GUARANTORS

DAMIR MISSBRENNER and **OLGA MISSBRENNER**, having executed and delivered to Lender their Guaranty dated July 15, 1985, have read and hereby consent to the foregoing Modification of Mortgage and Assignment of Rents and Leases and expressly acknowledge that their Guaranty is not altered, amended or impaired by said Modification, shall remain in full force and effect, and is hereby reaffirmed.

DAMIR MISSBRENNER

OLGA MISSBRENNER

671:cds:12386

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that ALEX V. LOUKOUSIS, personally known to me to be a VICE President of **BANK OF LYONS**, not personally but as Trustee under Trust Agreement dated March 1, 1985 and known as Trust #3186 and GLENN D. TURNER, personally known to me to be the ASST. Secretary of said Corporation, and 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 severally acknowledged that as such VICE President and ASST. Secretary they signed and delivered the said instrument as VICE President and ASST. Secretary of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation 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 official seal this 29th day of APRIL, 1986.

Liliana Grimm
Notary Public

My Commission Expires:
Aug. 30 1988

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STATE OF Ill)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that **OLGA MISSBRENNER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 2nd day of May, 1986.

Notary Public

My Commission Expires:
Feb. 06, 1988

86185590

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY,** that William E. Hale, personally known to me to be a Vice President of **LYONS SAVINGS AND LOAN ASSOCIATION,** an Illinois Corporation, and Janet M. Dongarra personally known to me to be the Asst. Secretary of said Corporation, and 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 severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument as Vice President and ASST. Secretary of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation 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 official seal this 5th day of May, 1986.

Cynthia J. Klehamp
Notary Public

My Commission Expires:
2/28/89

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STATE OF Ill)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that **DAMIR MISSBRENNER**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 2nd day of MAY, 1986.

Notary Public

My Commission Expires:
Feb. 06, 1988

86185690

EXHIBIT A

Legal Description

LOT 1 OF DAMIR AND VELIMIR SUBDIVISION OF PART OF THE NORTH WEST 1/4 (LYING NORTH OF OGDEN AVENUE) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-01-100-~~026~~ 071 TP
18-01-100-040

Address: 7950 West Ogden Avenue
Lyons, Illinois

444/rap/11786