LOAN MODIFICATION AGREEMENT

88108364

THIS AGREEMENT dated November 30, 1987, 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 November 28, 1983, and known as Trust No. L-756 ("Mortgagor"); and Youk Rin Lee and Robert S. Wayt ("Guarantors"), witnesseth:

WHEREAS, Mortgagee has agreed to lend Mortgagor the principal amount of three hundred thousand dollars (\$300,000.00) evidenced by a promissory note dated November 28, 1983, and secured by a Mortgage dated November 28, 1983, recorded December 9, 1983, in the recorder's office of Cook County, Illinois, as Document No. 26890521, mortgaging, granting, and conveying to Mortgagee the property legally described as:

PARCEL 1:

17-03.207-068-1043 Dec

UNIT NUMBER 30 & IN ONE MAGNIFICENT MILE CONDOMINIUM AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN MOSS SUBDIVISION OF PART OF LOT 10, AND PARTS OF CERTAIN LOTS AND VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF CERTAIN LOTS IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK & IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" 70 DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY. ILLINOIS, AS DOCUMENT NUMBER 2684524. AS AMENDED FROM TIME TO TIME: TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON **ELEMENTS**

PARCEL 2:

ALL THOSE CERTAIN EASEMENTS, PRIVILEGES, RIGHTS OF USE, AND ALL OTHER BENEFITS DESCRIBED IN THAT CERTAIN ONE MAGNIFICENT MILE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS MADE AND ENTERED INTO AS OF NOVEMBER 1, 1983, BY THE LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEF UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978, AND KNOWN AS TRUST NUMBER 100049 AND RECORDED NOVEMBER 1, 1983, AS DOCUMENT NUMBER 26845239, AND AS CREATED FOR THE BENEFIT OF PARCEL 1 BY A DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1978, AND KNOWN AS TRUST NUMBER 100049 TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1981. AND KNOWN AS TRUST NUMBER 103785, DATED NOVEMBER 1, 1983, AND RECORDED NOVEMBER 1, 1983, AS DOCUMENT NUMBER 26845240 ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 17-03-207-028, affects part of the land and other property; 17-03-207-029; 17-03-207-051; and 17-03-207-052.

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WHEREAS, said note is due and payable and the parties wish to amend the terms of the note and mortgage;

WHEREAS, the parties hereto agreed to extend the maturity date to November 30, 1986, and that the mortgagor shall make monthly interest payments beginning December 30, 1984, as recorded in a loan modification agreement dated November 30, 1984 as document number 27474087 in the Cook County recorder of Deeds office on March 14, 1985.

WHEREAS, the parties hereto agreed to extend the maturity date to November 30, 1987. The parties further agreed that the outstanding principal balance of two hundred ninety-nine thousand, one hundred fifty-eight and 86/100 dollars (\$299,158.86) Intil bear interest equal to the Harris Bank Hinsdale, National Association prime lending rate per annum as set from time to time, as recorded in a loan modification agreement dated November 30, 1986 as document number 87076852 in Cook County recorder of Deeds Office on February 6, 1987.

NOW, THEREFORE, in parties hereto agree to extend the Maturity date of the mortgage and note to November 30, 1988.

In all other respects, the parties hereto reconfirm and ratify the provisions of the mortgage and note.

This loan modification agreement is secuted by the Harris Bank Hinsdale, National Association, not personally, but at Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said note and mortgage shall be construed as creating any liability on the Ageris Bank Hinsdale, National Association as Trustee or on the Harris Bank Hirsdale, National Association personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any coverant either express or implied contained herein, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any light of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and the Harris Bank Hinsdale, National Association personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises conveyed thereby for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

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IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 30th day of November, 1987.

Harris Bank Hinsdale, National Association formerly known as The First National Bank of Hinsdale as Trustee under Trust Agreement dated November 28, 1983, and known as Trust No. L-756, and not personally

By:

Julian 1 Cal

Attest:

ice President

IN WITNESS WHEREOr, Mortgagee has executed this Loan Modification Agreement this 30th day of November, 1987.

Harris Bank, Hinsdale, National Association

P.v.

Senior Vice President

IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 30th day of November, 1987.

Youk Rin Lec

Robert S. Wayt

UNOFFICIAL COPY 4

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, do hereby certify that Janet Hale and Kay M. Olenec, who are Land Trust Officer and Vice President of the Harris Bank Hinsdale, National Association respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own 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 notarial seal this 30th day of November, 1987.

My Commission expires 11-30-41

| Maistral Match
| Notary Public | Christine M. Eck |
| State of Illinois | County of DuPage | County of C

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Youk Rialice, 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 hat he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 30th day of November, 1987.

I, the undersigned, a Notary Public in and for said County and the Stree of Illinois, hereby certify that Robert S. Wayt, 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 free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 30th day of November, 1987.

My commission expires 11-30-91

Little M. Ed.

Notary Public

"OFFICIAL SEAL"
Christine M. Eck
Notary Public, State of Illinois

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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 Sunday P. Perry who is Senior Vice President of the same corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corroration for the uses and purposes therein set forth. Given under my hand and sell this 30th day of November, 1987.

My commission expires

Notary Public

Cook County Clark's Office ***** Notary Public, State of Illinois P My Commission Expires 11/30/91

Prepared by and mail to:

Christy Wennersten Harris Bank Hinsdale 50 South Lincoln Hinsdale, IL 60521

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