

# UNOFFICIAL COPY

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## LOAN MODIFICATION AGREEMENT

88115641

THIS AGREEMENT dated February 6, 1988, by and between the Harris Bank Hinsdale, a National Association ("Mortgagor"); the Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale as Trustee under Trust Agreement dated February 6, 1984, and known as Trust No. L-787 ("Mortgagee"); and Joseph V. Pecora, Anthony V. Pecora and Frank Pecora ("Guarantors"), witnesseth:

WHEREAS, Mortgagor has agreed to lend Mortgagor the principal amount of Two Hundred Fifteen Thousand and No/100's dollars (\$215,000.00) evidenced by a promissory note dated February 6, 1984, and secured by a Mortgage dated February 6, 1984, recorded February 21, 1984, in the Recorder's office of County, Illinois, as Document No. 26975041, mortgaging, granting, and conveying to Mortgagee the property legally described as:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, on February 6, 1987, Mortgagor and Mortgagee executed a Loan Modification Agreement recorded March 27, 1987, in the Recorder's office of Cook County, Illinois as Document No. 87-162666.

WHEREAS, on February 6, 1986, Mortgagor executed a Loan Modification Agreement recorded April 18, 1986, in the Recorder's office of Cook County, Illinois as Document No. 86151253.

WHEREAS, on February 6, 1985, Mortgagor and Mortgagee executed a Loan Modification Agreement recorded April 4, 1985 in the Recorder's office of Cook County, Illinois as Document No. 85500253.

WHEREAS, on July 13, 1984, Mortgagor and Mortgagee executed a Loan Modification Agreement recorded August 21, 1984, in the Recorder's office of Cook County, Illinois as Document No. 27227489;

WHEREAS, said note is due and payable and the parties wish to extend the maturity date of the note;

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the mortgage and note to February 6, 1989.

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

This loan modification agreement is executed by the Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale not personally, but as 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 Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale as Trustee or in the Harris Bank Hinsdale, National Association f/k/a The First

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National Bank of Hinsdale personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant 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 right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale as Trustee and its successors and the Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale 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.

IN WITNESS WHEREOF the Harris Bank Hinsdale, National Association, f/k/a The First National Bank of Hinsdale not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 6th day of February, 1988.

By: *Jane Haas*  
Land Trust Officer  
Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale as Trustee under Trust Agreement dated February 6, 1984, and known as Trust No. 6-125, and not personally

ATTEST: *Marcy M. Mosaburg*

IN WITNESS WHEREOF, Mortgagor has executed this loan Modification Agreement this 6th day of February, 1988.

Harris Bank Hinsdale, National Association f/k/a The First National Bank of Hinsdale

By: *Phil Pecora*

IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 6th day of February, 1988.

Joseph J. Recora  
*Joseph J. Recora*

Anthony J. Recora  
*Anthony J. Recora*

Frank Recora  
*Frank Recora*

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## EXHIBIT "A"

This Exhibit "A" is attached hereto and becomes a part hereof to Loan Modification Agreement dated February 6, 1988 by and between Harris Bank Hinsdale, N.A. f/k/a First National Bank of Hinsdale (mortgagee) and Harris Bank Hinsdale, N.A. f/k/a First National Bank of Hinsdale as Trustee under Trust Agreement dated February 6, 1984 and known as Trust No. L-787 (mortgagor) and Joseph T. Pecora, Anthony V. Pecora and Frank Pecora (Guarantors).

Parcel A: Commencing at the intersection of the East line of South Ashland and the South line of the North West 1/4 of the South West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; thence North along the East line of South Ashland Avenue, a distance of 33 feet for a point of beginning; thence East on a line parallel with the South line of said North West 1/4 of the South West 1/4, a distance of 125 feet; thence North on a line parallel to the east line of South Ashland Avenue, a distance of 280 feet; thence West on a line parallel to the South line of said North West 1/4 of the South West 1/4, a distance of 125 feet; thence South along the East line of South Ashland Avenue, a distance of 280 feet to point of beginning in Cook County, Illinois.

Parcel B: The North 66.25 feet of the South 379.25 feet of the East 125 feet of the West 115 feet of the North West 1/4 of the South West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 20-05-300-017 *Dan*

Harris Bank Hinsdale, N.A.  
f/k/a The First National Bank  
of Hinsdale as Trustee under Trust  
Agreement dated February 6, 1984  
and known as Trust No. L-787  
and not personally

X *Joseph T. Pecora*  
Joseph T. Pecora

X *Anthony V. Pecora*  
Anthony V. Pecora

X *Frank Pecora*  
Frank Pecora

ATTEST:

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State of Illinois  
County of LaPage

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14.00

I, the undersigned, voluntary publish in and for said County and the State of Illinois wherein certify that Joseph Pecora, Anthony Pecora, Frank Pecora 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 and delivered the said instrument as their free and voluntary act, for the uses and purposes thereon set forth.

Given under my hand and of my own free will this 4th day of February, 1938.

### Commission Report

Christine M. Eck  
Notary Public

Notary Public

**State of California**  
**Department of Water Resources**

"OFFICIAL SEAL"

Christine M. Eck

**Notary Public, State of Illinois**

Notary Public, State of Illinois  
My Commission Expires 11/30/91

I, the undersigned Notary Public, do, for said County My Commission Expires 11/30/91  
believe, do solemnly certify that Janet Hale, was in her ~~office~~ ~~at~~ ~~the~~ ~~time~~ ~~of~~ ~~the~~ ~~issuance~~ ~~of~~ ~~this~~ ~~instrument~~  
across from ~~Bank~~ ~~of~~ ~~Hinsdale~~, ~~Illinois~~, ~~on~~ ~~March~~ ~~22~~, ~~1988~~, ~~before~~ ~~me~~, ~~as~~ ~~witness~~ ~~to~~ ~~the~~ ~~foregoing~~ ~~instrument~~  
Hinsdale, and Nancy L. Koschberg, as a Director, personally known to me to  
be the same persons whose name is subscribed to the foregoing instrument as  
such Vice President, appeared before me this day in person and acknowledged  
that she signed the foregoing the corporate instrument as her true and  
voluntary act, and as the true and voluntary act of the corporation for the  
use and purposing therein set forth, and the fact and there acknowledged  
that she, as Notary Public of the Commonwealth, affixed the corporate seal to  
the foregoing instrument as her true and voluntary act and as the true and  
voluntary act of the corporation, for its uses and purposes therein set  
forth. Given under my hand the day and year of March, 1988.

### Common Symmetries

~~Christine M. Eber~~

**"OFFICIAL SEAL"**

Christine M. Falb

Notary Public, State of Illinois

By Conviction Exptg. 11/2001

My Commission Expires 11/30/31  
72 ST 88

I, the undersigned, a Notary Public in and for said County and State of Illinois  
duly sworn, do hereby certify that said person, who is now called ~~John C. Weller~~  
Harris Bank Biscayne, Barracks Association #3/12 The First National Bank  
of Biscayne, respectively known to me to be the same person whose names is  
subscribed to the foregoing instrument as such loan Officer, appeared  
before me this day in person and acknowledged that she signed and  
delivered the foregoing instrument in her free and voluntary act and as  
representatives of themselves and of the corporation for the uses and purposes  
therein set forth and the undersigned further acknowledged that they, as  
members of the corporation, will affix the corporate seal to 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 1st day of March, 1988.

LAWSON AND STETSON

Christine M. Eck

### Notary Publics

"OFFICIAL SEAL"

Christine M. Eck

Notary Public, State of Illinois

My Commission Expires 11/30/91

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U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WILLIAM B. RUCKELSHAUS, DIRECTOR

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