

UNOFFICIAL COPY

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MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

Whereas, /FIRST MIDWEST BANK/ILLINOIS, National Association, formerly UNION NATIONAL BANK AND TRUST COMPANY OF JOLIET, A National Banking Association, as Trustee under Trust Agreement dated August 23, 1985, and known as Trust No. 4704, heretofore executed a Mortgage dated August 23, 1985, and recorded on September 6, 1985, as Document No. 85178140 to UNION NATIONAL BANK AND TRUST COMPANY OF JOLIET (now known as FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION), to the property described as follows:

Lots 9 and 10 in Zigmond and Helen Pluskota Subdivision, being a part of the East Half of the Northeast Quarter of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

to secure Note of even date therewith and Note(s) and indebtedness(es) described and referred to in that certain Memorandum Loan Agreement and Cross-Collateral Agreement dated September 30, 1986, that certain Supplement To Memorandum Loan Agreement and Cross-Collateral Agreement dated December 3, 1986, and Second Supplement To Memorandum Loan Agreement and Cross-Collateral Agreement of even date herewith, which Agreements were executed by and between First Midwest Bank/Illinois, National Association, JPM Industries, Inc., McGivney & Company, Inc., Wealth Unlimited, Inc., The Citation Printing Company, The Alternative Graphics Corporation, J.P.M. Trading Company, Book Manufacturing Works, Inc., J.P.M. Trust Company, Inc., Joseph P. McGivney and Marita McGivney; and

Whereas, the payments due under said Note and other obligations have been modified as provided in said Second Supplement To Memorandum Loan Agreement and Cross-Collateral Agreement executed by said parties.

Now, therefore, the parties agree and declare that the balance due under said Notes and indebtednesses as of April 30, 1988, is Two Million Seven Hundred Fifty Thousand (\$2,750,000.00) Dollars; and that the lien of said Mortgage is increased to Two Million Seven Hundred Fifty Thousand (\$2,750,000.00) Dollars and shall retain its priority and shall remain a first lien and first mortgage on the property described above until October 1, 1988, or until said Notes and all other indebtednesses which are described in the said Memorandum Loan Agreement and Cross-Collateral Agreement, the said Supplement To Memorandum Loan Agreement and Cross-Collateral Agreement and the said Second Supplement To Memorandum Loan Agreement and Cross-Collateral Agreement, are paid in full, whichever date last occurs.

Dated this 13th day of May, 1988.

FIRST MIDWEST BANK/ILLINOIS, as
Trustee under Trust Agreement
dated August 23, 1985, and
known as Trust No. 4704
and not personally.

ATTEST:

By [Signature]
Its: TRUST OFFICER

By [Signature]
Its: TRUST OFFICER

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Attorney Robert H. Schenk
58 North Chicago Street, Joliet, Illinois 60431-1349
Telephone: (815) 727-9215

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SEE TRUSTEES FIDELITY ATTACHED HERETO
AND MADE A PARTY HEREOF

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RIDER ATTACHED TO AND MADE A PART OF AN INSTRUMENT

DATED May 13, 1984 UNDER TRUST No. 4704

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This instrument is executed by FIRST MIDWEST BANK/ILLINOIS, National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK/ILLINOIS, National Association, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK/ILLINOIS National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

