

UNOFFICIAL COPY

89152892

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT dated March 9, 1989, by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated March 8, 1988, and known as Trust No. L-1856 ("Mortgagor") witnesseth:

WHEREAS, Mortgagee has agreed to lend Mortgagor the principal amount of Two Million Five Hundred and no/100 dollars (\$2,500,000.00) evidenced by a promissory note dated March 9, 1988, and secured by a Mortgage dated March 9, 1988, recorded March 23, 1988, in the recorder's office of Cook County, Illinois as Document No. 88118686, mortgaging, granting, and conveying to Mortgagee the property legally described as:

DEPT-01 \$15.00
 ATTACHED HERETO AND MADE A PART THEREOF, T#5555 TRAN 3280 04/07/89 09:44:00
 #6339 # E *-89-152892
 COOK COUNTY RECORDER

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

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the mortgage and note to March 9, 1990. The parties further agree to increase the principal indebtedness to Three Million and no/100 dollars (\$3,000,000.00).

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

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, 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 as Trustee or on the Harris Bank Hinsdale, National Association 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 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.

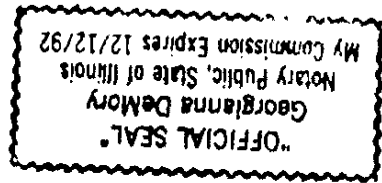
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Georgianna DeMory
Notary Public

My commission expires _____, 19__

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President of Harris Bank Hinsdale, National Association and Darlene A. Smolen, who is Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 9th day of March, 1989.

State of Illinois)
County of DuPage)

By: *Shirley Wrenn*
Loan Officer
Harris Bank Hinsdale, National Association

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 9th day of March, 1989.

By: *Janet Hale*
Assistant Vice President
Attest: *Darlene A. Smolen*
Vice President

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated March 8, 1988, and known as Trust No. L-1856, and not personally

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 9th day of March, 1989.

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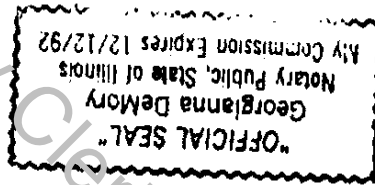
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Property of Cook County Clerk's Office



Georgiana DeMory
Notary Public

My commission expires _____, 19__

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Christy Wemmerstein, who is Loan Officer of Harris Bank Hinsdale, National Association personally known to me to be the same person whose name 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 as her 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 9th day of March, 1989.

State of Illinois)
County of DuPage)

This document prepared by
K.G. DeBoer
Harris Bank Hinsdale
50 South Lincoln Street
Hinsdale, Illinois 60521

Property Address: 8300 South Wolf Road, Willow Springs, Illinois

P.L.N 18 31 203 015, 18 31 203 016, 18 31 203 017, 18 31 203 023, 18 31 203 025

Parcel 5: The South 2 acres of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 (except the East 242.46 feet thereof and except the South 25 feet thereof) of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: The South 23 feet of the East 242.46 feet of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: The South 25 feet of the South 2 acres of the North 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 (except the East 242.46 feet thereof) of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The North 150 feet of the East 187.46 feet of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1: That part of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point on the West Line of said South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 110.32 feet Southerly of the North West corner thereof, thence Easterly parallel with the North Line thereof, thence Easterly along said parallel line 350.73 feet to the West Line of the East 187.46 feet of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, aforesaid, thence North along said East 1/4 of the North East 1/4 of the North Line thereof, thence Westerly along the North West Line 110.32 feet of the North West corner thereof, thence Southerly along the West Line thereof 473.54 feet to the North West corner thereof, thence Southerly along the West Line thereof 110.32 feet of the point of beginning in Cook County, Illinois.

EXHIBIT A

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