EXTENSION AGREEMENT AND MODIFICATION OF MORTGAGE

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WHEREAS, FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE ("Mortgagee"), has loaned to FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated July 11, 1989, and known as Trust No. 2041 ("Mortgagor") the sum of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00), (the "Loan") as evidenced by a Note dated July 11, 1989 (the "Morte"), and secured by a Mortgage dated July 11, 1989 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 89362465 (the "Mortgage") covering the following described premises:

PARCEL 1: Lots 11 and 12 in Block 21 in William S. Johnston's Subdivision of the East 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14 East of the Third Trincipal Meridian, in Cook County, Illinois, and

PARCEL 2: bots 6 and 7 in the Resubdivision of the North 1/2 of Block 8 in Cochran and Others Subdivision of the West 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 335 Worth Wood Screet, Chicago, Illinois ogsp-01 RECORDING

\$16.25

PERMANEUT TAX INDEX NUMBERS:

17-06-45/-001-0000 (Parcel 1) \$8376 # C #-910-45/2852

17-06-435-(40-0000 (Parcel, 2) CODE COUNTY RECORDER

(hereinafter called the "Premises"); and

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WHEREAS, the Mortgagor has requested, and Bank has agreed to an extension of the maturity and a modification of the terms and conditions of the aforesaid loan,

MOW THEREFORE, for good and valuable consideration, the recript and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The unpaid balance of the Note is currently Sixteen Thousand Screnty-Six and 68/100 Dollars (\$16,076.68).
- 2. The maturity of the Note is hereby extended from August 14, 1990 to rebruary 11, 1991.
- The monthly installments of interest, shall begin September 11, 1990 and continue the eleventh day of each month thereafter, until maturity. Interest shall be payable on the Note, as extended, at the rate of one and one-half percent (1.50%) per annum over the prime rate of First State Bank & Trust Company of Park Ridge as determined from time to time. Interest after maturity, whether by acceleratin or otherwise, shall be at the rate of five and one-half percent (5.50%) per annum over said prime rate. Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

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4. All other terms and conditions of the Note and the aforesaid Mortgage are hereby the incorporated by reference herein and in all respects the Note and Mortgage, and all other documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.

- 5. Mortgager represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgager, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.
- 6. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 14th day of August 1990.

FIRST STATE BANK & TRUST COMPANY	
OF PARK RIDGE	TERRA VENTURES, LTD.
By: Kobut & Kowall	
Vice President	OVCA COL
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Attest:	Claudia Langman, President
Asst. Vice President	By: Cladica De Meis
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	Thomas W. Hay Treasurer
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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indomnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indomnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST STATE BANK AND TRUST COMPANY OF PARY FIDGE or any of the bebeficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MORTGAGOR

First State Bank & Trust Company of Park Ridge, not personally, but solely as Trustemas aforesaid,

Officer

Attest:

Assistant Trust Officer

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STATE OF ILLINOIS)

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Carolyn S. Sime Assistant Trust Officer of First State Bank & Trust Company of Park Ridge, and Tom vien, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer them and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Motarial Seal this 1464 day of

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"OFFICIAL SEAL" Beverly Krumske

Notary Public, State of Illinois My Commission Explice Porth 5, 1884

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I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Claudia Langman, President, Andrea DeHers, Secretary, and Thomas W. Hayes, Treasurer of Terra Ventures, Ltd., a corporation of the State of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President, Secretary, Treasurer, respectively, appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act of said corporation for the uses and purposes therein set forth.

Mith day of GIVEN under my hand and Motarial Seal this "OFFICIAL SEAL" Boserly Krisia: ke STATE OF HARMOT Notary Public, State of Hinois 🜖 My Commission Explics March 5, 1994 🕠

COUNTY OF COOK

1, the andersigned, a Notary Public in and for said County in the State aforesaid, DO HERESY CERTIFY that Claudia Langman, Andrea DeMers, and Thomas W. Hayes, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including release and waiver of right of homestead

GIVEN under my hand and Notarial Seal this

14H day of

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COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert T. Kowall, Vice President of First State Bank & Trust Company of Park Ridge, and Tom Olen, Assistant Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Vice Presiden then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my name and Notarial Seal this Mt day of

This instrument prepared by and deliver to: Tom Olen. Assistant Vice President FIRST STATE BANK & TRUST COMPANY OF PARK MIDGE 607 W. Devon Av., Park Ridge IL 60068

"OFFICIAL SEAL" Beverly Krumske JUNIL CLORT'S OFFICE Rotary Public, State of Illinois



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