

#### MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1990 by and between THE FIRST COMMERCIAL BANK, hereinafter called the "Mortgagee", and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation, as Trustee under Trust Agreement dated June 3, 1985 and known as Trust Number 1086705, hereinafter called the "Obligor":

WHEREAS, the Mortgagee is now the owner of the following certain mortgaged indebtedness of the Obligor:

Instal mont Note for the original principal sum of SIXTY THOUSAND AND NO/100Ths DOLLARS (\$60,000.00), secured by a Trust Deed dated July 20, 1985; and

WHEREAS, the Obligor is now the owner of said mortgaged real estate (described in Exhibit A attached hereto and made a part hereof) securing the above described obligations and is in possession thereof; and

WHEREAS, there will remain unpaid on account of said Trust Deed indebtedness the principal sum of FIFTY SIX THOUSAND NINE HUNDRED THIRTY AND 15/100 DOLLARS (\$56,930.15) as of September 1, 1990; and

WHEREAS, the parties hereto desire to modify, alter and amend the provisions of said Trust Deed and any obligation or obligations secured thereby with respect to the terms of payment of the obligation.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including, but not limited to the Mortgagee's receipt of the personal guarantee or Helen Sikaras, the receipt of which is hereby acknowledged, it is agreed that said original obligation dated July 20, 1985, and which said Trust Deed was recorded on August 29, 1985, as Document Number 85167207, be and the same hereby are modified, altered and amended in a minner so that the Obligor, on behalf of itself and its successors in title, does hereby typee to pay the Mortgagee, its successors and assigns the unpaid principal balance of the obligation in the principal sum of FIFTY SIX THOUSAND NINE HUNDRED THIRTY AND 15/100 DCLLARS (\$56,930.15) and interest on the balance of principal remaining from time to time unpaid at the rate of 10.5% per annum in installments as follows: installments as follows:

> Five Hundred Sixty Seven and 68/100 Dollars (\$567.68) on the 1st day of September, 1990, and Five Hundred Sixty Seven and 68/100 Dollars (\$567.68) on the 1st day of each month thereafter, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of September, 1995.

IT IS FURTHER EXPRESSLY AGREED that in all other respects, the said Trust Deed and any obligation or obligations secured thereby, as modified, shall remain unchanged and in full force and effect, and that, in particular, nothing herein contained shall be construed to impair the remedies to the Note Holder after Obligor's default.

THIS AGREEMENT shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Trust Deed securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Modification Agreement threatens the priority position of said Trust Deed shall be sufficient to rescind this Agreement and expunge the effect of its recording.

> FIRST COMMERCIAL BANK 6945 N. CLARK STREET CHICA90, IL 60626 ATTN: ALAN SHARE

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IN WITNESS WHEREOF, the Obligor has caused this instrument to be executed on its behalf by its duly authorized officers, and the Mortgagee has caused this instrument to be executed on its behalf by its duly authorized agents, which have affixed their hands and seals, all on the day and year first hereinabove written.

CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee as aforesaid. ("Obligor")

It is expressly understood and agreed by and between the parties hereto, anything berein to the contrary now athistanding, that each and all of the warrantes, indemnities, representations, coverants, undertakings and agreed in the little while in form purporting to be the warrantes, indemnities, representations, coverants, undertakings and agreements of said firstee are nevertheless each and every one of them, made and intended not as personal warrantes, indemnities, representations, coverants, instertakings and agreements by the trivite or for the purpose or not the intended not as personal warrantes, indemnities, coverants, instertakings and agreements by the trivite or the trivite or not the intended not not be intended not not proposely specifically described berom, and this instrument is executed and delivered by said floore not in its own right, but votely in the exercise of the powers configered upon it as such flustee, and that no personal hability or personal instruments or in account of this analytic execution of the analytic execution of the instrument or on account of this notion of the instrument or on account of the analytic execution of personal described personally be not offered and account of the analytic excitation, coverant, undertaking or agreement of the said flustee in this instrument contained, either expressed or implied, all such genomial hability, it any, being expressly warved and released.

IN WITRIBSS WHERRIGE Chicago I file and fruit Company, not personally but as flustee as attorised and a collected by its Assistant Vice President, and its corporate call to be been only a flusted and a collected by its Assistant Vice President, and its corporate call to be been only filed and a collected by its Assistant Vice President, and its corporate call to be been only flusted and a collected by its Assistant Vice President, and its corporate call to be been only and its corporate.

IN WITRISS WHIGHOT, Chicago Eitle and frust Company, not personally but as Itustre as altorisand, has caseal to be hereunto affixed and a costed by its Assistant Secretary, the day and year first above written . its Assistant Vice-President, and its composate TEH 1086705 SY. As Ituistic as aboresant and not personally.

Corporate Scal

STATE OF ILLINOIS

"OFFICIAL SEAL"

Shella Davenport Notary Public, State of Illinois My Commission Expires 9/21/91

1. the independent a Notary Public in and for the County and State aforexait. DO HURLEY CERTIES, that the above named Assistant Vice Providents of Assistant Secretary of the CHECAGO HILLEAND FRUIT COMPANY, Gardon, personally known to me to be the same persona whose issues sites effect to the foregoing institutent as social Assistant Secretary respectively, appeared before me threads in personal control of the control of th Colling Collin

Convertibules any hand and Nordatas seal this day of 2.4.

Norday Public AD D. C.

ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY

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KATHERINE SIKARAS
HELEN STRABAS
FRANK STRARAS NACOL CO.

The undersigned endorser or endorsers, guarantor or gustantors, or other secondary obligor or obligors, including any original unreleased borrower or borrowers, hereby consent to the foregoing loan modification and extension agreement and further agree that the Collatoral Assignment of Beneficial Interest in Trust #(286705 to Mortgagee shall remain in full force and effect.

CONSENT TO CAM MODIFICATION

ATTEST GREGORY D. BAM, FIRST VICE MELL & CASHER

ALAN M. SHARE, FIRST VIC PRESIDENT

("Mortgagee")

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STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY certify that the above named \_\_\_\_\_\_\_ of CHICA

CERTIFY that the above named

TITLE AND TRUST COMPANY, an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

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 corporation, for the uses and purposes therein set forth; and the said

, as custodian of the Corporate Seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said corporation, as said own free and voluntary act and as the free and voluntary act of said corporation for the uses

and purposes therein set forth.

GIVEN under my hand (no Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

NOTARY PUBLIC

STATE OF ILLINOIS)
SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public II and for the County and State aforesaid, DO HEREBY CERTIFY, that Alan M. Share, First Vice President of THE FIRST COMMERCIAL BANK, and Gregory D. Salm, First Vice President & Cashier of said Bank, are 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 own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this with day of sept. , 1990.

"OFFICIAL SEAL"
Zive Grunfeld
Notary Public, State of Illinois
My Commission Expires November 30, 1991

NOMARY PUBLIC

STATE OF ILLINOIS)

COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State Iforesaid, DO HEREBY CERTIFY, that Frank Sikaras and Helen Sikaras, his wife and Katherine Sikaras are personally known to me to be the same persons whose names are subscribed to the foreging instrument, appeared before me this day in person, and acknowledged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial soal this Ayyuday of Sent. 1990.

"OFFICIAL SEAL"

Ilya Grunteki

Notary Public, State of Hilnois

My Commission Expires November 30, 1991

NOTARY PUBLIC

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#### EXHIBIT A

LOT 16 IN BLOCK 3 IN MEISTER NEIBERG RESUBDIVISION OF PART OF UNITED REALTY COMPANY'S "GLENAYRE GARDEN" IN THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.A. 905 Leamington, Glenview, IL

PIN: 05-31-401-049

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