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COOK COUNTY, ILLINOIS  
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1990 OCT 30 AM 11:34

LOAN MODIFICATION AGREEMENT

\$ 17.00

EA 923798

72-36-797W

THIS AGREEMENT dated October 19, 1990 by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated August 8, 1989 and known as Trust No. L-2362 ("Mortgagor"); and Stavros N. Maltezos and Jill G. Maltezos ("Guarantors"), witnesseth:

WHEREAS, Mortgagee has agreed to lend Mortgagor the principal amount of Four Hundred Six Thousand and No/100 Dollars (\$406,000.00) evidenced by a promissory note dated August 15, 1989, and secured by a Mortgage dated August 15, 1989, recorded August 28, 1989, in the Recorder's Office of Cook County, Illinois as Document No. 89400683, mortgaging, granting, and conveying to Mortgagee the property legally described as:

Sub-lot 17 in Wooded Acres Addition to Hinsdale, being a Resubdivision of Lots 9 to 16 in Block 2 and Lots 8 to 10 in Block 3 in Highland's, being a Subdivision of the North West 1/4 and the West 800 Feet of the North 144 Feet of the South West 1/4 of Section 7, Township 38 North, range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.J.N. 18-07-106-0303  
Commonly known as 145 Hillcrest, Hinsdale, IL 60521

WHEREAS, the parties hereto executed a Loan Modification Agreement dated November 15, 1989, recorded January 5, 1990, in the Recorder's Office of Cook County, Illinois as Document No. 90007233, increasing the total principal indebtedness secured thereby to One Million Thirty-Seven Thousand and No/100 Dollars (\$1,037,000.00).

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

WHEREAS, construction has not been completed, and an additional Thirty Thousand and No/100 Dollars (\$30,000.00) is required to complete construction;

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the mortgage and note to February 15, 1991 and to increase the total principal indebtedness to One Million Sixty-Seven Thousand and No/100 Dollars (\$1,067,000.00). The parties further agree that the outstanding principal balance will bear interest at one percent (1.00%) higher than the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time. The prime rate of interest as of the date of this Agreement is ten percent (10.00%).

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

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

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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.

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 19th day of October, 1990.

Harris Bank Hinsdale, National Association as Trustee  
under Trust Agreement dated August 8, 1989, and known  
as Trust No. L-2362, and not personally

By: *John Hall*  
Assistant Vice President/Trust Officer

Attest: *Barbara Zermiah*  
Assistant Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 19th day of October, 1990.

Harris Bank Hinsdale, National Association

By: *Josephine L. Mitchell*  
Real Estate Loan Officer

IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 19th day of October, 1990.

*Stavros N. Maltezos*  
Stavros N. Maltezos

*Jill G. Maltezos*  
Jill G. Maltezos



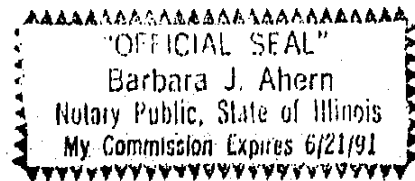
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State of Illinois )  
County of DuPage

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/Trust Officer of Harris Bank Hinsdale, National Association and Carole Ziemian, who is Assistant 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/Trust Officer and Assistant 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 19th day of October, 1990.

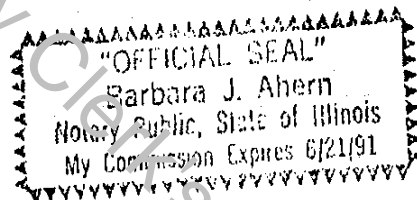
Barbara J. Ahern  
Notary Public



State of Illinois )  
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Josephine L. Mitchell, who is Real Estate 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 Real Estate 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 19th day of October, 1990.

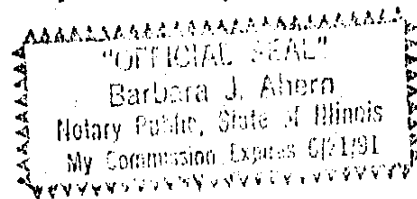
Barbara J. Ahern  
Notary Public



State of Illinois )  
County of DuPage

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Stavros N. Maltezos, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 19th day of October, 1990.

Barbara J. Ahern  
Notary Public



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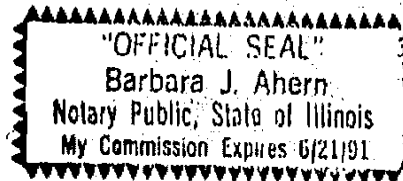
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State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Jill G. Maltezos, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 19th day of October, 1990.

Barbara J. Ahern  
Notary Public



Box 333

Prepared by and mail to:

Mary Leja/jlm  
Harris Bank Hinsdale  
50 S. Lincoln Street  
Hinsdale, IL 60521

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

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CHIEF CLERK

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