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### LOAN MODIFICATION AGREEMENT

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THIS AGREEMENT dated July 31, 1990 by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated November 4, 1988, and known as Trust No. L-2076 ("Mortgagor"); and Gary R. Murino and Donna L. Murino ("Guarantors"), witnesseth:

WHEREAS, Mortgagee has agreed to lend Mortgagor the principal amount of Five Hundred Thousand and no/100 dollars (\$500,000.00) evidenced by a promissory note dated July 31, 1989, and secured by a Mortgage dated July 31, 1989, recorded August 8, 1989, in the Recorder's Office of Cook County, Illinois as Document No. 89365072, mortgaging, granting, and conveying to Mortgagee the property legally described as:

Parcel 1: Lo. 41 in Ambriance!, being a subdivision in part of the West 1/2 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, in Cock County, Illinois.

Parcel 2: Easements for ingress and egress over Outlot A, as shown in the Plat of Ambriance! and as set forth in the Declaration of Trust of Ambriance!, recorded as Document 88539370 and as created by the Deed conveying subject property, recorded as Document 88585082.

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WHEREAS, said note is due and payable and the parties wish to extend the Burr

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the mortgage and note to September 30, 1990. The parties further agree that the outstanding principal balance will bear interest at (n) 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, and construction loan 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 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

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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 31st day of July, 1990.

> Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated November 4, 1988, and known as Trust No. L-2076, and not personally

Assistant Vice President/Trust Officer

Man Yellal

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 31st day of July, 1990.

Harris Bank Hinsdale, National Association

By: Scherker L. Metchell
Real Estate Loan Officer

IN WITNESS WHEREOF/ Guarantors have executed this Loan Modification Agreement this 31st day of July, 1990.

State of Illinois )
County of Luciage)

I, the undersigned, a Notary Public in and for said County, in the State of Minois, do hereby certify that Janet Hale, who is Assistant Vice President/Trust Officer of Harris Bank Hinsdale, National Association and Carole Ziemian, who is Assistan 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 scal this 31st day of July, 1990.

Morna a. Stake

WANA AND AND AND A "OFFICIAL SEAL" Donna A. Stake Notary Public, State of Illinois My Commission Expires 2/2/92

## UNOFFICIAL COPY.

State of Illinois )
County of Nullage)

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 scal this 31st day of CFICIAL SEAL"

State of Illinois County of Newson

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Gary R. Murino, personally known to me to be the same person whose name it 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 vountary act, for the uses and purposes therein set forth. Given under my hand and official scal this 31st day of July, 1990.

State of Illinois )
County of Lie Page )

"OFFICIAL SEAL" Donna A. Stake Notary Public, State of Illinois My Commission Expires 2/2/92

Donna A. Stake Notary Public, State of Illinois My Commission Expires 2/2/92

I, the undersigned, a Notary Public in and for said Covery and the State of Illinois, hereby certify that Donna L. Murino, personally known to me to be the same person whose name is subscribed to the foregoing instrumer,, 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 31st day of July, 1990.

Jonna Ce Stake

\*\*\*\*\* "OFFICIAL SEAL" Donna A. Stake 4 Notary Public, State of Illinois 4 My Commission Expires 2/2/92

Prepared by and mail to:

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

BOX 23-3