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#### AND MODIFICATION AGREEMENT UI

RIBO TRUST PROGRAMS - AFFICE PROCESSOR Trustee to RIBO Highland Park (both), R.A. formerly known at first Hational wark of Highland Park

\$ 17.00

This Agreement made this 30th day of June, 1991, by and between HARRIS BANK GLENCOE-NORTHBROOK N.A., formerly known as Glencoe National Bank, the holder of the Note and Mortgage or Trust Deed securing said Note as hereinafter described, and First National Bank of Highland Park as Trustee under Trust Agreement dated July 9, 1982 and known as Trust No. 3341-HP

#### WITNESSETH

The parties hereto hereby agree as follows:

- Original Loan.
- (a) Date of loan: July 9, 1982;
- (b) Principal Indebtedness: \$715,480.41;
- (c) Interest rate: Prime + 1%
- (d) Maturity date: July 18, 1986; Renewed to mature June 30, 1991 by secured 1 an extension and Modification Agreement dated 6/18/86.
- (e) Document identification No. (if any): 680913; 86266870
- 2. Original Mortgage of Trust Deed Securing Original Loan.
- (a) Date of Mortgage or Trust Deed: July 9, 1982;
- (b) Date of recording: July 19 1982;
- (c) Place of recording: Cook Conoly Recorder of Deeds;
- (d) Document recording Nos.: #26293934; 26293995;
- (e) Document identification No. (if any): 680913; 86266870
- (f) Common street address of property: 515 Sheridan Road, Evanston, IL
- (g) Legal Description: See Exhibit A attached nevero and made a part hereof.
- (h) PIN: 11-20-103-028

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- 3. Loan Modification Terms.
- (a) Remaining principal indebtedness as of the date of this Agreement: \$679,480.41;
- (b) New maturity date of loan: June 30, 1996;
- (c) The subject loan may be paid on or before maturity without penalty;
- (d) Interest rate on principal indebtedness during extension period of loan: Prime + 1Z;
- (a) Installment payments due on loan prior to maturity: Principal payments of \$600.00 each plus interest due monthly.
- (f) Interest rate on delinquent payments: The late charge shall be equal to \$5.00 or 57 of the full payment due, whichever is less.
- (g) Interest rate on principal sum after maturity until paid: 6 percent over the otherwise applicable rate on this note.

\$ 17.00

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- Place of payment of loan: payments shall be unde at HARRIS BANK GLENCOE-NORTHBROOK N.A., 333 Park Avenue, Glencoe, 1111noin 60022, or at such other place as holder or holders of the subject principal note or notes may from time to time designate in writing.
- 4. Acceleration of Indebtedness, If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Debtor shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if this extension had not been granted.

This instrument is executed by NBD Trust Company of Illinois, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by NBD Trust Company of Illino's are undertaken by it solely as Trustee as as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable agains NBD Trust Company of LLLinois by reason of any of the coverants, statements, representations, indemnifications or varianties expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Trust Company of Illinois, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the preside, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any resonal injury (including wrongful death) or property damage (real or personal) arising out of or related to such bazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and lab. a very fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this inder shall govern. Stitting provisions

LITY, IF ANY BEING EXPRESSLY WAIVED, NOR SHALL FIRST NATIONAL BANK OF HIGHLAND PARK BE HELD PERSONALLY LIABLE UPON OR IN CONSCOUENCE OF ANY OF THE COVENANTS OF THIS DOCUMENT, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY BUT AS TRUSTEE, AS AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AND ITS CORPORATE SEAL TO BE PIREUNTO AFFIXED AND

ATTESTED BY ITS

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FIRST NATIONAL BANK OF HIGHLAND PARK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 7/9/82 A/K/A Trust #3341 -14P

(SEAL)

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UNUIT ICIAL COFT
STATE OF ILLINOIS )
COUNTY OF Cook )
LAND TRUSTEE'S ACKNOWLEDGEMENT TO TRUST CHAPAIN OF HE ARE
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Count I with and and County II. Nowan and County II. Nowan are subscribed to the foregoing instrument as the same persons whose names are subscribed to the foregoing instrument as and 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 corporate seal of said Bank to said instrument as the corporate seal of said Bank to said instrument as the corporate seal of said Bank to said instrument as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth.
GIVEN under my hand and novarial soul this Milday of
Marine Charles
" OFFICIAL SEAL." CATHERINE MIOLINO NOTARY PUBLIC NOTARY PUBLIC My commission expires MY COMMISSION EXPIRES 12/6/92
CONSERT TO LOAN MODIFICATION
The undersigned Guaranter hereby consents to the foregoing loan modification.  (SEAL)  Sheldon Brottman
STATE OF ILLINOIS )
) SS,
INDIVIDUAL'S ACKNOWLEDGEMENT
I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sheldon Brottman, perionally known to me to be the same person(s) whose name is subscribed to the forgoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluctary act for the uses and purposes therein set forth;
GIVEN under my hand and notarial scal this 20th day of 19 91.
NOTARY PUBLIC

"OFFICIAL SEAL"
Brian V. Mesterton
Notary Public, State of Itilinois
My Commission Expires 5/5/92

My commission expires  $\frac{5/5/92}{}$ 

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"OFFICIAL SEAL"
Brian V. Masterton
Notary Public, State of Illing
The Commission Expires 5/11

ACCEPTED AND APPROVED BY HARRIS BANK GLENCOE-NORTHBROOK N.A.

Accond Second Sharticles (SEAL)

STATE OF ILLINOIS ) SS. COUNTY OF Area )

#### LENDER'S ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Brian V. Masterton, Vice President, of RARRIS BANK GLENCOE-NORTHBROOK, N.A., an Illinois corporation, and Brant E. hawathek, Loan Officer of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Loan Officer 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 Vice President and Loan Officer then and there acknowledged that, as custidial of the corporate seal of said Corporation to 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.

GIVEN under my hand and notartal seal this 20th day of

July, 1991.

NOTARY PUBLIC

My commission expires

PENNIAL SEAL"

THIS DOCUMENT PREPARED BY: 4 CRAWON A CO. MARKET MR. GALLE GOOR Linds Comerci

333 Park Avenue

Glencoe, II. 60022

CF/ICIAL SEAL"

Linua Comerci

Notary Public, State of Illinois
My Commission Expires 7/3/93

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#### Exhibit A

Common Street Address: 515 Shertdan Road, Evanston, IL

1009 (513 1005 11-20-103-03 - 1001 Permanent Index No.:

Legal Description: (0.0) 10.10 10.15 (0.15) 10.17 (0.15) Condominium as delineared on a Survey of the following described Real Estate: Lots 3 and 4 in Essigs and Munson's Subdivision of Lots 11 to 17, inclusive, In Block 3 in Arnold and Warren's Addition to Evanston a Subdivision of Fractional South West 1/4 of Saction 20, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which nurvey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Droporty Or Cook County Clark's Office Number 26105551 together with Its undivided percentage interest in the common oluments.