### **EXTENSION AND/OR MODIFICATION AGREEMENT**

\$ 16.00

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THIS AGREEMENT made October 22, 1991, by and between HDA Motors, Inc., an Illinois Corporation representing themselves to be the Debtor (hereafter referred to as the "Debtor") and the owner of the real estate described below, and EDGEWOOD BANK, an Illinois Banking Corporation, (the "Bank").

#### WITNESSETH:

WHEREAS, the Bank is the holder of a Secured Promissory Note, dated December 27, 1985, for \$1,800,000.00 (the "Note") executed by the Debtor; and

WHIREAS, the Bank and the Debtor entered into an Extension and/or Modification Agreement dated June 6, 1986 (the "First Extension/Modification Agreement") with respect to the Note, which Extension Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 12, 1986 as Document 86348166 on the real estate described below; and

WHEREAS, the Baril and the Debtor entered into an Extension and/or Modification Agreement dated September 30, 1986 (the "Second Extension/Modification Agreement") with respect to the Note, which Extension/Modification Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 28, 1986 as Document 86502884 on the real estate described below; and

WHEREAS, the Bank and the Debtor entered into an Extension and/or Modification Agreement dated January 7, 1990, (the "Third Extension/Modification Agreement") with respect to the Note, which Extension/Modification Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 29, 1990, as Document 90046762 car the real estate described below (all references to the Note hereafter being references to the Note as extended and/or modified by all of the Extension/Modification Agreements); and

WHEREAS, the Note is secured by a Trust Deed (the 'Trust Deed") in the nature of a mortgage dated December 27, 1985 made by the Debtor and recorded in the Office of the Recorder of Deeds of Cook County on January 6, 1986 as Document No. 86003795 on the real estate nereinance described:

THE NORTH 10 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIS D PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE SOUTH 173.37 FEET OF THE WEST 778.00 FEET EXCEPT THE WEST 33 FEET THEREOF) OF THE NORTH 10 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40 FEET THEREOF TAKEN FOR ROAD PURPOSE) OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address of Property: 5917 S. La Grange Road, Countryside, Illinois

Permanent Index No.: 18-16-400-008

WHEREAS, Debtor is indebted to Bank under the Note and desires to further modify the Note and/or to further extend the time of payment thereunder;

Extension and/or Modification Agreement Dated O:tober 22, 1991: HDA Motors, Inc. Page 1

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WHEREAS, there is an unpaid balance on the Note of \$888,931.45 as of October 1, 1991, bearing interest as provided in the Note;

WHEREAS, the Bank is willing to extend the time of payment under the Note and the Trust Deed upon the terms and conditions hereinafter stated, subject, however, to the condition that Bank be able to obtain, from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy insuring its loan secured by the Trust Deed, which Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the Bank, the continuity of the superiority of the Bank's existing lien as hereinafter provided.

NOW, THEREFORE, IT IS AGREED, that in consideration of the premises and the promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to the Bank, it is hereby mutually covenanted and agreed that the terms of the Note and Trust Deed be and the same are hereby extended and/or modified as follows:

- 1. The amount remaining unpaid on the indebtedness is \$888,931.45 (the "Remaining Indebtedness").
- 2. Said Remaining In lebtedness shall be paid on or before October 1, 1996.
- 3. Debtor, in consideration of such extension and/or modification, promises and agrees to pay the principal and interest as provided in the Note and Trust Deed as modified below, until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on October 1, 1996.
- 4. Debtor agrees to pay the Remaining Indebtedness plus interest (computed on the actual number of days clapsed on the basis of a 360-day year) on any and all principal amounts remaining unpaid hereunder from October 1 1991, until maturity, at a fluctuating rate per annum equal to the prime interest rate of Edgewood Bank, Countryside, Illinois (herein referred to as "Prime Rate" as that term is hereinafter defined). Interest shall be payable monthly, together with a monthly payment of principal in the amount of \$8,333.33, or more, commencing with October 1, 1991, and on the 1st day of each and every month thereafter until the Note is fully paid except that final payment of principal and interest, if not sooner paid, shall be due on October 1, 1996.
- 5. This Agreement is supplementary to said Note and Trust Deed. All of the provisions of the Note and Trust Deed shall remain in full force and effect except as herein spe ifically modified. Debtor, in consideration of the granting of this extension and/or modification covenant and agree to pay and comply with the terms and conditions of the Note and Trust Deed as herein modified and/or extended, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heres, legal representatives, successors and assigns.
- 6. This Agreement is subject to the condition that Bank be able to obtain from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy covering the Trust Deed, which Date Down and/or Special Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the Bank the superiority and adequacy of Bank's existing lien as herein extended and/or modified. In the event such title company will not issue a Date Down and/or Special Endorsement as provided herein, this Agreement shall be immediately null and void, ab initio, upon the recording of a Declaration of Revocation in the form attached hereto as Exhibit A executed by the parties hereto.

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7. The word "Trust Deed" shall mean "Mortgage", and vice versa, whenever applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Extension and/or Modification Agreement to be duly executed as of the day and year first above written.

Weinberger, Secretary

Debtor: HDA Motors, Inc. STATE OF ILLINOIS ) SS COUNTY OF COOK

I, the undersigned, A Notary Public in and for and residing in said County and State aforesaid, DO HEREBY CERTIFY THAT the above named President and Secretary of HDA Motors, Inc. (the "Corporation"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 the Corporation, for the uses and purposes therein set forth; and the said Secretary, as custodian of the corporate seal of the Corporation, caused the corporate seal of the Corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of the

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Bank: Edgewood Bank, an Illinois Banking Corporation	
By: Much (Me (Trust Officer) (Vice President)	ATTEST:    Such   Ruce     (Assistant) Secretary
STATE OF ILLINOIS ) SS	
COUNTY OF COOK )	
I, the undersigned, a Notary Public in and for the that Michael Merchael and Merchael and Merchael and Merchael and Merchael and Merchael and Service	e President and Assistant Secretary of EDGEWOOD foregoing instrument, appeared before me this day in the said instrument as their own free and voluntary act and purposes therein set forth; and the said Assistant to Secretary, as custodian of the corporate seal of said it to said instrument as said Assistant Secretary's own
Given under my hand and Notarial Seal October 22, 1991	1.
Alura a Frieds Notary Public	OFFICIAL SEAL OEBRA A. FIELDS Notary Public, State of Illinois My Commission Expires 02/13/94
THIS INSTRUMENT WAS PREPARED BY:	MAD: TO:
William H. Pokorny, Jr. Pokorny Martin & Associates, Ltd. 100 West Plainfield Road, Suite 205 La Grange, Illinois 60525-2860	William 13. Pokorny, Jr. Pokorny Martin & Associates, Ltd. 100 West Plainfield Road, Suite 205 La Grange, Illino's €0525-2860
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### DO NOT SIGN THIS COPY

### Exhibit A

### Declaration Of Revocation Of Modification And Extension Agreement

Agreement dated October 22, 1991 and recorded on, 1991 in the Recorder Office of Cook County, (which Extension and/or Modification Agreement affects the real estate described ther in), hereby revoke said Extension and/or Modification Agreement in its entirety and declare that the same she be and is hereby null and void ab initio (or as of October 22, 1991).	
DATED at Countryside, Illinois, October 22, 1991.	
Debtors: InDA Motors, Inc.	ATTEST:
John Weinberger, President	Herman Weinberger, Secretary

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