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## LOAN MODIFICATION AGREEMENT

THIS AGREEMENT dated September 1, 1991, by and between the Harris Bank Hinsdale, National Association formerly known as First National Bank of Hinsdale, not personally but as Trustee under Trust Agreement dated June 1, 1979 and amended August 28, 1979 and known as Trust No. 5005 ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated July 29, 1986 and known as Trust No. L-1316 ("Mortgagor"); and JAMES G. ELIPAS AND ANTONIA A. ELIPAS ("Co-Obligors"), witnesseth:

WHEREAS, Mortgagee has agreed to lend Mortgagor the principal amount of One hundred twenty eight thousand and no/100 dollars (\$128,000.00) evidenced by a promissory note dated August 28, 1986, and secured by a mortgage dated August 28, 1986, recorded August 29, 1986, in the Recorder's Office of Cook County, Illinois as Document No. 86384302, mortgaging, granting, and conveying to Mortgagee the property legally described as:

Lot 40 (except the south 6 inches) in Block 46 in Hulbert Milwaukee Avenue Subdivision, being a Subdivision of Lot 1 in Resubdivision of Elizabeth Redeling part of Lill and Diversey's Subdivision of part of the South West 1/4 of Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 10-30-308-001-0000

Common address: 7437-43 N. Harlem Ave, Niles, Illinois

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

NOW, THEREFORE, the parties hereto agree to extend the maturity date of the Note and Mortgage to September 1, 1994. The parties further agree that the outstanding principal balance will bear interest at Ten percent (10.0%) per annum.

In all other respects, the parties hereto reconfirm and ratify the provisions of the Mortgage and Note, and Assignment of Leases and Rents.

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

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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 1st day of September, 1991.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated July 29, 1986, and known as Trust No. L-1316, and not personally.

By: *Carole Ziemian*  
Carole Ziemian

Attest: *Kay M. Olenc*  
Kay M. Olenc

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 1st day of September, 1991.

Harris Bank Hinsdale, National Association formerly known as the First National Bank of Hinsdale, not personally but as Trustee under Trust Agreement dated June 1, 1979 and amended August 28, 1979 and known as Trust No. 5005.

By: *Janet Hale*  
Janet Hale

Attest: *Kay M. Olenc*  
Kay M. Olenc

IN WITNESS WHEREOF, Co-Obligors have executed this Loan Modification Agreement this 1st day of September, 1991.

X *James G. Elipas*  
James G. Elipas

*Antonia A. Elipas*  
Antonia A. Elipas

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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 Carol Ziemian, who is Assistant Vice President of Harris Bank Hinsdale, National Association and Kay M. Olenc who is 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, and 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 1st day of September, 1991.

Sandra Vesely  
Notary Public

" OFFICIAL SEAL "  
SANDRA VESELY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/1/92

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 of Harris Bank Hinsdale, National Association and Kay M. Olenc who is 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, 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 1st day of September, 1991.

Sandra Vesely  
Notary Public

" OFFICIAL SEAL "  
SANDRA VESELY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/1/92

State of Illinois )  
County of ~~DuPage~~ Cook )

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that James G. Elipas and Antonia A. Elipas, 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 and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 1st day of September, 1991.

Maureen K. Casey  
Notary Public

" OFFICIAL SEAL "  
MAUREEN K. CASEY  
Notary Public, State of Illinois  
Expires April 23, 1994

Prepared by and Mail to:  
Jo-Ann Krueger  
Harris Bank Hinsdale  
50 S. Lincoln  
Hinsdale, IL 60521

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