

Prepared by and Mail to:  
The Steel City National Bank of Chicago  
3030 East 92nd Street  
Chicago, Illinois 60617  
or in Cook County, Box 342



92528169

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 17th day of June, 1992, between THE STEEL CITY NATIONAL BANK OF CHICAGO, a national banking association, hereinafter called Bank, and Steel City National Bank t/u/t dtd 11/2/90 aka Tr#3187 & Maple Road Partnership, the Obligor(s) under the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of One Million Seven Hundred Fifty Thousand and no/100 (\$1,750,000.00) DOLLARS, dated the June 17, 1991, secured either in whole or in part by Mortgage(s) recorded as Document(s) 91376115 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW, THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from June 17, 1992 to October 15, 1992.
- ( ) As of the date hereof, the amount of the principal indebtedness is \_\_\_\_\_ \$ \_\_\_\_\_ DOLLARS.
- ( ) The rate of interest charged under the Note is hereby increased from \_\_\_\_\_ percent (\_\_\_\_%) per annum to \_\_\_\_\_ percent (\_\_\_\_%) per annum. The default rate of interest shall be increased by a like amount.
- (X) The rate of interest charged under the Note is hereby increased from n/a percent (\_\_\_\_%) per annum in excess of the Prime Rate of the Bank to n/a percent (\_\_\_\_%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than seven & one-half percent (7 1/2%). The default rate of interest shall be increased by a like amount.
- ( ) The installments of principal and interest shall be changed beginning \_\_\_\_\_, 19\_\_\_\_, to a payment of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, and a like payment on the \_\_\_\_\_ day of each and every \_\_\_\_\_ thereafter, except that all sums due, if not sooner paid, shall be due and payable on \_\_\_\_\_, 19\_\_\_\_.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:  
THE STEEL CITY NATIONAL BANK OF CHICAGO

BY: [Signature]  
Vice President  
Consented to by Guarantors:  
[Signature]  
Gene Stannard  
[Signature]  
Ronald A. Richmond  
[Signature]  
Wilbert S. Zager  
LAW ASSOCIATES PARTNERSHIP  
BY: [Signature]

ALTERNATIVE TRANSPORTATION  
BY: [Signature]

SECOND PARTY:  
The Steel City National Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated 11/2/90 & known as TRUST#3187 Trustee's Rider Attached Hereto and Made A Part Hereof  
Trust Officer  
MAPLE ROAD PARTNERSHIP, an Illinois General Partnership  
BY: LAW ASSOCIATE PARTNERSHIP  
BY: [Signature]  
ALTERNATIVE TRANSPORTATION  
BY: [Signature]  
BY: [Signature]  
Gene Stannard  
BY: [Signature]  
Ronald A. Richmond  
BY: [Signature]  
Wilbert S. Zager

FIRST AMERICAN TITLE INSURANCE CO. OF ILLINOIS

CFN1478

2750

# UNOFFICIAL COPY

OFFICIAL SEAL  
MARGARET A. MICHONSKI  
Notary Public, State of Illinois  
My Commission Expires 9/17/93

Margaret A. Michonski  
Notary Public  
\_\_\_\_\_ day of JUNE, 1992.

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named MARLE ROAD PARTNERSHIP, 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, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_, 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, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Margaret A. Michonski  
Notary Public  
\_\_\_\_\_ day of JUNE, 1992.

OFFICIAL SEAL  
MARGARET A. MICHONSKI  
Notary Public, State of Illinois  
My Commission Expires 9/17/93

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named GLADE SKINWARTH, RONALD A. RICHMOND, WILBERT S. ZANK, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Margaret A. Michonski  
Notary Public  
\_\_\_\_\_ day of JUNE, 1992.

OFFICIAL SEAL  
MARGARET A. MICHONSKI  
Notary Public, State of Illinois  
My Commission Expires 9/17/93

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named DEBORAH MESSNER, V.F., 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, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

# UNOFFICIAL COPY

9 2 5 1 3 1 0 9

Trustee's Rider Attached Hereto and Made A Part Hereof

This MODIFICATION & EXTENSION AGREEMENT executed by STEEL CITY NATIONAL BANK, not personally, but as Trustee under Trust No. 3187, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the STEEL CITY NATIONAL BANK or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: June 17, 1992

STEEL CITY NATIONAL BANK

Trustee, and not personally

BY:

Michelle M. Tracy  
V.P.

ATTEST:

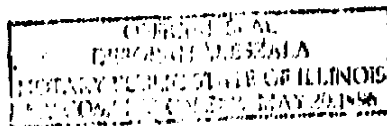
J.P. Levine  
Trust Officer

CORPORATE SEAL

STATE OF ILLINOIS  
COUNTY OF COOK

92521319

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Michelle M. Tracy Vice President ~~xx Cashier~~ and Trust Officer of said STEEL CITY NATIONAL BANK, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as thereunto Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 17th day of June, A.D., 19 92.



J.P. Levine  
Notary Public

# UNOFFICIAL COPY

9 2 3 4 5 1 0 9

## EXHIBIT "A"

lot 1 in Maple Avenue Subdivision, being part of the Northeast 1/4  
of Section 21, Township 36 North, Range 14, East of the Third Principal  
Meridian, in Cook County, Illinois.

PIN: 29-32-300-045

Common Address: 900 Maple Road  
Homewood, Illinois 60430

Property of Cook County Clerk's Office

92528209

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

• DEPT-01 RECORDING \$27.50  
• T#8888 TRAM 0454 07/17/92 15:24:00  
• \$1690 \$ E \*--92-528169  
• COOK COUNTY RECORDER