

# UNOFFICIAL COPY

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## LOAN MODIFICATION AGREEMENT

THIS AGREEMENT dated as of June 18, 1992, by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated November 28, 1988 and known as Trust No. 1-2096 ("Mortgagor"); and A. W. Wendell & Sons, Inc. and Steven J. Wendell ("Guarantors"), witnesseth:

WHEREAS, Mortgagee agreed to lend Mortgagor the principal amount of One Million Ninety-One Thousand Five Hundred Fifty-Five and No/100 Dollars (\$1,091,555.00) evidenced by a promissory note dated November 30, 1988, and secured by a mortgage dated November 30, 1988, recorded December 20, 1988, in the Recorder's Office of Cook County, Illinois as Document No. 88-585004, mortgaging, granting, and conveying to Mortgagee the property legally described as:

Parcel 1: Lots 44, and 49 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 Cook 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 88-539370, and as created by the Deed conveying subject property, recorded as Document 88-585003.

P.I.N. 18-30-300-005 (underlying property)

WHEREAS, the parties hereto executed a Loan Modification Agreement dated November 15, 1989, recorded January 11, 1990 in the Recorder's Office of Cook County, Illinois, as Document No. 90-018606, extending the maturity date of the note and mortgage to June 18, 1990.

WHEREAS, the parties hereto executed a Loan Modification Agreement dated June 18, 1990, recorded August 7, 1990 in the Recorder's Office of Cook County, Illinois, as Document No. 90-382676, extending the maturity date of the note and mortgage to December 15, 1990.

WHEREAS, the parties hereto executed a Loan Modification Agreement dated December 15, 1990 recorded January 23, 1991 in the Recorder's Office of Cook County Illinois, as Document No. 91-034782, extending the maturity date of the note and mortgage to June 18, 1991.

WHEREAS, the parties hereto executed a Loan Modification Agreement dated June 18, 1991 recorded August 22, 1991 in the Recorder's Office of Cook County, Illinois, as Document No. 91431110, extending the maturity date of the note and mortgage to June 18, 1992.

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 August 10, 1993. The parties further agree that the outstanding principal balance will bear interest at one-half percent (0.50%) higher than the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and

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COOK COUNTY CLERK

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By: [Signature]  
Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement as of the 18th day of June, 1992.

BY: [Signature]  
Assistant Vice President/Trust Officer

WITNESSES:  
[Signature]  
Loan Officer

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated November 28, 1988, and known as Trust No. L-2096, and not personally

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement as of this 18th day of June, 1992.

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 of said note and the owner 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.

When there is a change in said prime rate, The prime rate of interest as of the date of this Agreement is six and one half percent (6.50%).

In all other respects, the parties hereto reaffirm and ratify the provisions of the mortgage and note, and previous loan modification agreements.

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IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement as of the 18th day of June, 1992.

A. W. WENDT & SONS, INC.

President

Secretary

Steven J. Wendell

By:

Attest:

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/Trust Officer of Harris Bank Hinsdale, National Association and Barbara Ahern who is Loan Officer 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 Loan Officer 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. I, on under my hand and seal this 18th day of June, 1992.

OFFICIAL SEAL  
Carole T. Ziemian  
Notary Public, State of Illinois  
My Commission Expires 3/9/95

Notary Public

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 John F. Kovacs, who is Vice President 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 Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. I, on under my hand and seal this 18th day of June, 1992.

OFFICIAL SEAL  
Carole T. Ziemian  
Notary Public, State of Illinois  
My Commission Expires 3/9/95

Notary Public

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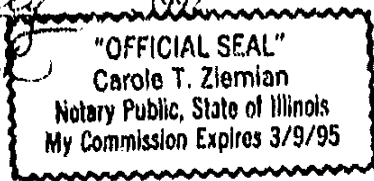
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State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Steven J. Wendell, who is President of A. W. Wendell & Sons, Inc., and Barbara Bush, who is Secretary of the same 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 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 30th day of July, 1992.

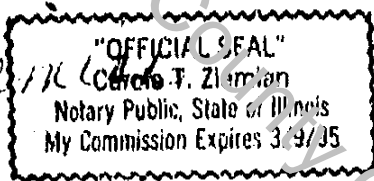
Carole T. Ziemian  
Notary Public



State of Illinois )  
County of DuPage )

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Steven J. Wendell, personally known to me to be the same person whose name is 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 voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 30th day of July, 1992.

Carole T. Ziemian  
Notary Public



Prepared and mail to:  
Helen Mardula/ba  
Harris Bank Hinsdale  
50 S. Lincoln Street  
Hinsdale, IL 60521

DEPT-01 RECORDING \$27.50  
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COOK COUNTY RECORDER

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