LOAN # 030-0348240

MODIFICATION AGREEMENT

UNOFFICIAL COP

THIS INDENTURE, made July 1, 1992, by and between FIRST CHICAGO BANK OF BLOOMINGDALE, NATIONAL ASSOCIATION f/k/a FIRST CHICAGO BANK OF DUPAGE f/k/a BLOOMINGDALE STATE BANK (First Party), which is the owner of the Mortgage hereinafter described, and William J. and Marie D. Ellis, His Wife (Second Party) who are the titleholders of the real estate hereinafter and in said Mortgage described, WITNESSETH:

1. The parties hereby agree to modify the terms of repayment of the indebtedness evidenced by the Installment Note for NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$97,000.00) dated January 30, 1987 which is secured by the Mortgage and Assignment of Rents of even date herein referred to and Mortgage recorded in February 23, 1987 in the recorder's office of Cook County, Illinois, as Document Number 87102488 and re-recorded on November 5, 1987 as Document Number 87596860 and Assignment of Rents recorded on February 23, 1987 in the recorder's office of Cook County, Illinois as Document Number 87102489 and subsequently modified on March 1, 1992 and recorded on May 19, 1992 in the Recorder's Office of Cook County, Illinois as Document Number 92346535 under which the Mortgage to First Chicago Bank Of BloomingDale, National Association f/k/c First Chicago Bank Of Dupage f/k/a BloomingDale State Bank certain real estate ituated in the County of Cook, State of Illinois, described as follows:

See Attached Legal

P.Y.N. 12-19-400-148-0000 Common Address: 3642 Acorn Lane Franklin Park, IL 60131

- 2. Current principal amount remaining unpaid on the indebtedness is SEVENTY EIGHT THOUSAND FOUR HUNDFED NINETY THREE AND 13/100 (\$78,493.13) DOLLARS.
- 3. Said Installment Note thall be amended to provide that, commencing on <u>July 1</u>, 1992, the maturity date is extended from the <u>lst day of July, 1992 to the 1st day of July, 1995</u>.
- 4. Notwithstanding anything to the contrary in said Installment Note, if any part of said unpaid principal amount of interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the Mortgage shall continue for three (3) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become and be due and payable, in the same manner as if said modification had not be in granted.
- 5. From and after the date hereof, Second Party shall furnish to First Party within ninety (90) days following the end of each fiscal year of Second Party, for so long as said Installment Note shall not have been repaid in full, its financial statements and federal and state income tax returns for such fiscal its financial statements and federal and state income tax returns for such fiscal year and such other financial information as First party may request, all in form and substance satisfactory to First Party. In addition to such financial statements and tax returns, Second Party shall deliver to First Pracy a rent roll prepared as of the last day of such fiscal year and copies of any and all new leases and modifications and amendments to existing leases entered into during such fiscal year. All rent rolls, financial statements, new leases, and modifications and amendments to existing leases shall be certified by Second Party as being true, correct and complete. If Second Party is an Ill nois land trust, then the financial statements, tax returns and other financial inventation furnished by Second Party shall pertain to the beneficiary of Second Party and furnished by Second Party shall pertain to the beneficiary of Second Party and the certification thereof shall be given by the beneficiary of Second Party. Second Party's failure to comply with the provisions of this Paragraph 5 shall constitute a default under said Mortgage.
- 6. This Agreement is supplementary to said Mortgage and to the Assignment of Rents dated <u>January 30, 1987</u> and Mortgage recorded as Document Number 87102488 and re-recorded as Document Number 87596860 and Assignment of Rents recorded as Document Number 87102459. Except as provided herein, all the provisions thereof and of the Installment Note including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Installment Note shall remain in full force and effect.

Second Party, William J. and Marie D. Ellis, His Wife has advised First Party that the proceeds of the loan secured by the Mortgage hereinabove referred to were originally used for the purposes specified in Subsection (1)(c) Section 6404 Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured thereby constitutes a business loan which comes within the purview of said paragraph.

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture on the day and year first above written.

FIRST CHICAGO BANK OF BLOOMINGDALE,
NATIONAL ASSOCIATION

By:

Charles M. Threewitt
Title: Vice President

William J. Efficient

William J. Efficient

ATTEST

By: Kotherine Mignelia)
Title: Scaretary

STATE OF ILLINOIS)
SS COUNTY OF DUPLOE)

I, FERREST MESAN, a Notary Public in and for said County, in the State aforesaid, do herer; certify that MILLANT, ETHS and MILLAND, ETHS, who are 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 own free and voluntary act.

GIVEN under my hand and Notarial Seal this $\frac{d5m}{d}$ day of $\frac{RuGiST}{d}$

My Commission Expires:

MOTAL SEAL "

KATHERINE MEGALIS

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES 3/8/95

This document prepared by and to be delivered to:

Joyce M. Sparr
First Chicago Bank of Bloomingdale, N.A.
439 West Schick Road
Suite \$2090
Bloomingdale, IL 60108

Ann)

28 928 70085

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Property of Cook County Clerk's Office

MORFICIAL COPY AS FOLLOWS:

THAT PART LE THE LAST 1/2 OF SECTION 17, TOWNSHIP AD NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MEPIDIAN. BOUNDED AND DESCRIPED ASSECTED ASSECTION OF SAID EAST 1/2, WHICH IS COMMENCING AT A POINT IN THE WEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH JE THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTHEASTERE? ON THE APC OF A CINCLE. CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 404.34 FEET. FOR A DISTANCE OF 607.51 FEET TO ITS POINT OF INTERSECTION WITH THE WORTHERLY LINE OF A SPUR TRACT RIGHT OF WAY OF THE CHICAGO. MILWAUKEE. ST. PAUL AND PACIFIC RAILROAD COMPANY. AS SAID DIGHT OF WAY IS RECORDED IN THE RECORDER'S UFFICE OF COOK COUNTY. ILLINOIS. IN BOOK

56324. ON PAGES 243 TO 248. AS DOCUMENT NUMBER 17253047. ON 1 E 71H DAY
OF JULY, 1958. SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE. CONVEX
NORTHWESTERLY AND HAVING A RADIUS OF 461.12 FEET; THENCE EASTERLY ON
SAID LAST DESCRIBED ARC 55.60 FEET TO ITS PUINT OF TANGENCY; THENCE
COMIN O DEGREES OF MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID
CIRCLE 6.35 FEET; THENCE NORTH AT DEGREES 59 MINUTES 13 SECONDS EAST IN
THE NORTH LINE OF SAID RAILROAD RIGHT OF BAY 36.01 FEET TO THE POINT OF
PEGINNING OF LAND TO BE DESCRIBED; THENCE NORTH BO DEGREES 32 MINUTES
DB SECONDS WEST TO.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON
THE ARC OF A CIRCLE. CONVEX SOUTHWESTERLY AND HAVING A RADIUS G. 469.34
FEET. FOR A DISTANCE OF 295.02 FEET, THENCE NORTH 99 DEGREES 59 MINUTES
13 SECONDS EST ON A LINE 150.86 FEET (MEASURED AT RIGHT ANGLES) NORTH
COTTAINS OF 653.50 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE.
CUNVEX SOUTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FUR A DISTANCE
OF SIG.24 FEET SC THE MORTH LINE OF SAID RAILROAD RIGHT OF MAY; THENCE
SOUTH 49 DEGREES 55 MINUTES 13 SECONDS HEST ALONG S'ALD PALLROAD RIGHT
OF WAY FOR A DISTANCE OF 455.39 FEET TO POINT OF BEGINNING. IN COUK
COUNTY, ILLINDIS (FXCE) T THAT PART LYING EAST UP THE MESTERLY LINE OF
ACORN AVENUE. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 26, 1980 AND KHOWN AS TRUST NUMBER 50587 TO AMERICAN MATIONAL BANK OF BENSENVILLE, A NATIONAL BANKING ASSOCIATION, LECRMERLY MOUNN AS FIRST AMERICAN BANK OF BENSENVILLED, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 29, 1979 AND KNOWN AS TRUST NUMBER 77-271, DATED DECEMBER 21, 1984 AND RECORDED DECEMBER 23, 1954 AS DUCUMENT 27385619 FOR INGRESS AND EGRESS OVER THE FOLLOWING DECEMBER OFFICE OFFICE OFFICE OFFICE AND

THE MORTH 36 FEET OF THE WEST 60.00 FEET OF THE FOLLOWING DESCRIPED TRACT OF LAND:

THAT PART OF THE EAST 1/2 OF SECTION 19, TORRSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED A 40 DESCRIBED AS COMMENCING AT A POINT IN THE HEST LINE OF SAID EAST 1/2, WHICH IS 445.99 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE WITHOUTH CENTER LINE OF FRANKLIN AVENUE; CONTINUING THENCE SOUTH IN SAID FRANKLIN AVENUE; CONTINUING THENCE SOUTH ASTERLY ON THE ARC OF A CIRCLE, CONVEX SOUTHWESTERLY AND HAVING A PADING OF 494.34 FEET FOR A DISTANCE OF BOT. SI FEET TO 11S POINT OF INTELSECTION HITH THE HORTHERLY LINE OF A SPUR TRACK RIGHT OF WAY OF THE CHICAGO, FILL AUREE, ST. FAUL AND PACIFIC RAILROAD COMPANY AS SAID RIGHT OF WAY IS RECOMDED IN THE RECORDER'S DEFICE OF THE COCK COUNTY, ILLINOIS IN EDCK 56374, ON PROSES 243 TO 248, AS DUCUMENT 18253047, ON THE SEVENTH CAY OF JULY, 1958, SAID NORTHERLY LINE BEING THE ARC OF A CIRCLE CONVERGED.

RORIPHESTEALY AND HAVING A RADIUS OF 461-12 FEET; THENCE EASTERLY OR SAID LAST DESCRIPED ARC 55-BU FEET TO 115 POINT OF TANGENCY: THENCE NORTH O DEGREES OF MINUTES 47 SECONDS WEST ON THE AXIS LINE OF SAID CIRCLE 6-JB FEET; THENCE NORTH 59 DEGREES 59 MINUTES 13 SECONDS EAST IN THE "ORTH LINE OF SAID RAILROAD RIGHT OF MAY 38-D1 FEET TO THE POINT OF PEGINNING. OF LAND TO BE DESCRIBED; THENCE HORTH BO DEGREES 32 MINUTES 58 SECONDS WEST 90-7? FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIPCLE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 469-34 FEET FOR A DISTANCE OF 298-02 FEET; THENCE NORTH B9 DEGREES 59 MINUTES 13 SECONDS EAST ON A LINE 150-8H FEET; THENCE NORTH B9 DEGREES 59 MINUTES OF THE NORTH LINE OF AFOREMENTIONED RAILROAD RIGHT OF MAY, FOR A DISTANCE OF 650-60 FECT; THENCE SOUTHEASTERLY ALONG CURVED LINE. CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 294-94 FEET FOR A DISTANCE OF \$16-24 FEET TO THE HORTH LINE OF SAID RAILROAD RIGHT OF MAY, THENCE SOUTHWESTERLY AND HAVING A RADIUS OF SP4-94 FEET FOR A DISTANCE OF \$16-24 FEET TO THE HORTH LINE OF SAID RAILROAD RIGHT OF MAY, THENCE SOUTH S9 DEGREES 59 MINUTES 13 SECONDS HEST ALONG SAID RAILROAD RIGHT OF MAY, FOR A DISTANCE OF THE WAY, FOR A DISTANCE OF THE WAY. FOR A DISTANCE OF THE WAY, FOR A DISTANCE OF THE WAY. FOR A DISTANCE