Prepared by: Steven J. Colompos 17130 Torrence Av. Lansing, 7L 60438
RETURN TO Box 342

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SIBATION

92749383

DEPT-01 RECORDING

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MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 5th day of September, 1992, between THE STEEL CRTY NATIONAL BANK OF CHICAGO, a national banking association, hereinafter called First Party, and HERITAGE TRUST COMPANY, Trustee under Trust Agreement dated December 6, 1988 and known as Trust No. 88-3505, BRILEY-JOYCE PARTNERSHIP, JOSEPH C. BRILEY and JOHN F. JOYCE, the present owners of the subject property and/or obligors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note dated March 5, 1990, in the amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$1,750,000.00) DOLLARS, secured by a Mortgage of even date and recorded in the Cook County Recorder's Office or March 16, 1990 as document No. 90119281, encumbering the real estate described as follows:

> The West 227.00 feet of Lot 3 in Crestwood Courts, a Subdivision of part of the North West 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

28-03-100-116

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Common Address:

4721-51 W. 135th Street Crestwood, Illincis

AND, WHEREAS, the parties hereto have previously modified the terms of said Note by extending the maturity date thereof to March 5, 1992 and then to September 5, 1992.

AND, WHEREAS, the parties hereto wish to further modify the terms of said Note by modifying the rate of interest charged thereunder and by extending the maturity date thereof to March 5, 1993.

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

This Agreement is contingent upon Second Party paying an extension fee of \$8,750.00.

\$29.00

COOK COUNTY RECORDER

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- 2. The rate of interest charged under the Note shall be 3% over the Prime Rate of the bank, except that the rate of interest charged under the Note shall at no time be less than 9%.
- 3. The maturity date of the Note and Mortgage hereinbefore described shall be extended from September 5, 1992 to March 5, 1993.
- 4. In all other respects, the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.
- 5. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Second Party that is in all respects free from all defenses, both in law and equity.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto July authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

FIRST PARTY:

THE STEEL CITY NATIONAL BANK OF CHICAGO

(___

SECOND PARTY:

BRILEY-JOYCE PARTNERSHAP

Joseph C. Briley,

its General Partner

ву 96

John F. Moyce, dits General Partner

JOSÉPH C. BRILLEY

HERITAGE TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1986 AND KNOWN AS TRUST NO. 88-3505.

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TOHN F. JUYCE

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		MOTARY PUI	NLIC STATE OF ILLINOIS ION EXP. APR. 2,1995	
STATE OF ILLINOIS COUNTY OF COOK	ss	20		
said County in the above namedoand personally known to subscribed to the f day in person and delivered the said caused the seal of free and voluntary a of said Bank as the therein set forth.	me to be the oregoing instantially actions trument as said Bank to ct and as the	ne same persons rument, appears knowledged that such officers be thereunto free and voluments.	whose names of before me they signed of said Bank affixed as tary act and	this and and their deed
of September my	hand and Not _, 1992.	arial Seal, th	is <u>24 th</u>	day
	Managery As	Shirley Notary P	a. Holm	<u>~</u>
"OFFICIAL SEAL" Shirley A. Holm Notary Public, State of Illinois				

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STATE OF ILLINOIS SS COUNTY OF COOK

I, the undersigned, a Notary Public in and for 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunic affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes cherein set forth.

GIVEN of	under my	hand an _, 1992.	d Notarial	Seal,	this	day
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		00/		Notary	y Public	
STATE OF IL] ss	OUNT			

I, the undersioned, a Notary Public in and for the said County in the State aforesaid, DO HEPCHY CERTIFY that JOSEPH C. BRILEY and JOHN F. JOYCE, 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.

GIVEN under my hand and notarial seal this 244 day of la Tember : 1992.

Shirley a. Holm Notary Public

"OFFICIAL SEAL" Shirley A. Holm Notary Public, State of Illinois My Commission Expires 3/9/94

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CORPORATE NOTARY

STATE OF ILLINOIS
COUNTY OF COOK }
I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Cynfhia I shaid County, in the and, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President
and, of HERITAGE TRUST COMPANY are
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such provident
and Assignant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said
instrument is their own free and voluntary act, and as the free and
voluntary act of said corporation, for the uses and purposes
therein set forth; and the said Assistant Secretary did also then
and there acknowladge that he/she, as custodian of the corporate
seal of said corporation did affix the said corporate seal of said
corporation to said instrument as his/her own free and voluntary
act, and as the free and voluntary act of said corporation, for the
uses and purposes therein set forth.
GIVEN under my hand and notarial seal this day of
GIVEN under my hand and notarial seal this day of
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Beth O'Hagan
Beth O'Hagan

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee form purporting to 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 only that porcion 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 responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this warranty, indemnity, instrument account of any 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.

HERITAGE TRUST COMPANY

My Commission Expires Dec. 7, 1993

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