

1st EXTENSION AGREEMENT AND MODIFICATION OF MORTGAGE AND NOTE

WHEREAS, BANK OF BUFFALO GROVE, an Illinois banking corporation (herein referred to as "Bank") has loaned to FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, as Trustee under Trust Agreement dated August 23, 1991, and known as Trust Number 2274 and Clivia Limited Partnership, an Illinois Limited Partnership and Kenneth S. Struck and James M. Moser and Michael Breen (herein referred to as "Mortgagor") the sum of \*\* THREE HUNDRED THOUSAND AND 00/100's DOLLARS \*\* (\$300,000.00) (the "Loan") as evidenced by a Mortgage Note dated August 30, 1991 (the "Note"), and secured by a Mortgage dated August 30, 1991 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on September 3, 1991 as Document Number 91453439 as well as an Assignment of Rents and Leases dated August 30, 1991 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on September 3, 1991 as Document Number 91453440 and covering the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEPT-01 RECORDINGS \$39.50  
 19888 TRNN 1432 11/16/92 10:22:00  
 1448 \* -92-857086  
 COOK COUNTY RECORDER

P.I.N. 06-28-103-001                      06-28-103-005  
           06-28-103-003                      06-28-103-006

WHEREAS, the Mortgagor has requested, and the Bank has agreed to an extension of the maturity.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

*3900*

181 all  
 80-1805081-08  
 LAND TITLE CO.

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(1) The unpaid principal balance of the Note is currently TWO HUNDRED SIX THOUSAND NINE HUNDRED FORTY-TWO AND 08/100'S DOLLARS (\$206,942.08).

(2) The maturity of the Note is hereby extended from August 30, 1992 until August 30, 1993.

(3) Interest shall be payable on the Note, as extended, at the rate of Prime plus one and one-half per cent ( $P + 1.50\%$ ) per annum. Interest after maturity whether by acceleration or otherwise, shall be paid at the rate of Prime plus six per cent ( $P + 6.0\%$ ) per annum.

(4) Interest shall be payable monthly beginning September 30, 1992, and continuing on the same day of each month thereafter, with a final payment of the remaining unpaid principal balance plus all accrued interest then due at maturity on the 30th day of August, 1993.

(5) All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein, and in all respects the Note and Mortgage, except as hereby modified, shall remain unchanged and continue in full force and effect.

(6) Mortgagor represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan Document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgagor, or any of

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them, or any other person(s) or entity(ies) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

(7) Mortgagor, by execution of this Agreement, hereby reaffirm, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

(8) This Agreement is conditioned upon and shall only be effective upon receipt by the Mortgagee of a title insurance policy issued by a title insurance company acceptable to the Mortgagee, that insures the same lien priority as the prior Mortgage, as well as payment of any and all title charges, recording fees, points and other costs and expenses relating to the extension of the maturity and/or modification of the terms and conditions of the aforesaid loan.

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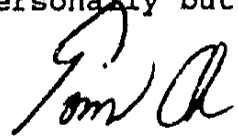
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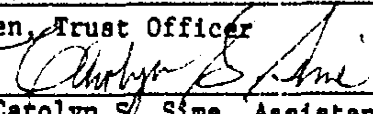
This Extension Agreement and Modification of Mortgage and Note is executed by FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally but solely as Trustee under Trust Agreement dated August 23, 1991 and known as Trust Number 2274, in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by each original and successive owner or holder of this Note that nothing herein contained shall be construed as creating any personal liability on said bank to pay this Note or any interest that may accrue hereunder, all such liability, if any being expressly waived, and that any recovery on this Note or on the Loan Documents shall be solely against and out of the property hereby described in said Loan Documents, by enforcement of the provisions contained in said Note and Loan Documents, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of this Note.

FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE  
not personally but solely as trustee as aforesaid

BY

  
Tom Olen, Trust Officer

Attest:

  
Carolyn S. Sime, Assistant Trust Officer

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IN WITNESS WHEREOF, the undersigned has executed this Agreement on the 16th day of October, 1992.

BANK OF BUFFALO GROVE

OLIVIA LIMITED PARTNERSHIP,  
an Illinois Limited Partnership

BY: George R. Miller  
George R. Miller  
Executive Vice President

BY: WESTERN COUNTIES DEVELOPMENT  
CORPORATION, an Illinois  
Corporation, General Partner

Attest: Michael A. Dehler

BY: [Signature]  
Kenneth S. Struck, President

[Signature]  
Kenneth S. Struck, individually

[Signature]  
James M. Moser, individually

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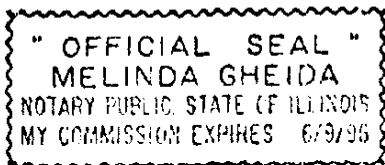
STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF            )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Tom Olen, Trust Officer, of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, and Carolyn S. Sime, Assistant Trust Officer, of said corporation, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of October, 1992.

Melinda Gheida  
Notary Public

My Commission Expires  
6/9/96



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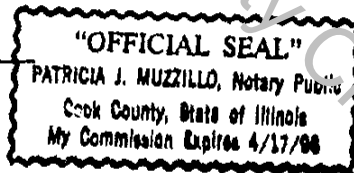
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that George R. Miller of the BANK OF BUFFALO GROVE, and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice President appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of October, 1992.

Patricia J. Muzzillo  
Notary Public

4-17-96  
Commission Expires



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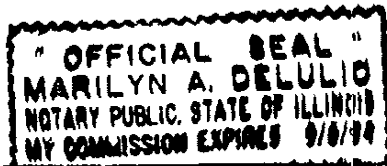
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STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF            )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that KENNETH S. STRUCK and JAMES M. MOSER, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of October, 1992.



Commission Expires

*Marilyn A. Delulio*  
\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that KENNETH S. STRUCK, who is/are personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument as PRESIDENT of Western Counties Development Corporation, general partner of Olivia Limited Partnership, appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act and the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal, this 14th day of October, 1992.

*Marilyn A. DeLulio*  
NOTARY PUBLIC

" OFFICIAL SEAL "  
MARILYN A. DELULIO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/6/94

My Commission Expires:

9/6/94

THIS INSTRUMENT WAS PREPARED BY:

ALVIN J. HELFGOT  
LASER, SCHOSTOK, KOLMAN & FRANK  
30 N. LASALLE STREET  
SUITE #2500  
CHICAGO, IL 60602  
(312) 641-1300

ADDRESS OF PROPERTY:

Four Seasons Subdivision  
Bartlett, IL

P.I.N. 06-28-103-001  
06-28-103-003  
06-28-103-005  
06-28-103-006

MAIL TO

92817085

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## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

LOTS 1, 3, 5 AND 6 IN FOUR SEASONS FINAL SUBDIVISION, AND P.U.D. PLAT, PHASE 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1988 AS DOCUMENT 88479485, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS ESTABLISHED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE FOUR SEASONS CLUB TOWNHOUSE ASSOCIATION, RECORDED OCTOBER 18, 1988 AS DOCUMENT 88479485, FOR INGRESS AND EGRESS.

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