### LOAN MODIFICATION AND EXTENSION AGREEMENT DEPT-01 RECORDING

This is a Loan Modification and Extension Agreement dated November 18, 1991, by and between Harris Bank Hinsdale, National Association ("Mortgagee") and Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated August 28, 1986, and known as Trust Number L-1343 ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of Four Hundred Fifty Thousand and No. 100 Dollars (\$450,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note (the "Note") dated September 23, 1986 and is secured by a mortgage (the "Mortgage") dated September 22, 1986 and Filed September 26, 1986 in the office of the Registrar of Deeds of Cook County illinois as Document LR3553426, mortgaging, granting and conveying to Mortgagee ibut certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described on Exhibit A hereto.

As additional security for the Loan, the following documents have been executed and delivered to Mortgagee:

- 1. Assignment of Leases and Rents dated September 22, 1986 made by Mortgagor to Mortgagee and Filed September 26, 1986 in the office of the Registrar of Deeds of Cook County, Illinois as Document LR3553427.
- 2. Personal Guaranty dated September 22, 1986 made by Samuel F. Grippo for the benefit of Moriginges.
- 3. Personal Guaranty dated September 22, 1986 made by James E. Pushaw for the benefit of Mortgagee.
- 4. Corporate Guaranty dated September 22, 1986 made by Ogden Quality Car Wash, Inc. an Illinois corporation, for the benefit of Mortgagee.

(Said Note, Mortgage and additional documents are hereinafter referred to as the "Loan Documents").

Mortgagor has asked Mortgagee to extend the maturity date of the Note and to increase the principal indebtedness secured to Five Hundred Forty One Thousand One Hundred Fifty Eight and 74/100 Dollars (\$541,158.74) and Mortgagee is willing to extend the maturity date and to increase the principal indebtedness of the Note on the terms and conditions set forth herein.

In consideration of the foregoing, and of the mutual promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of one percent (1%) per annum in excess of the Harris Bank Hinsdale,

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National Association, prime rate of interest as set from time to time.

- 2. Mortgagor agrees to pay the interest monthly on the first day of each month until the principal indebtedness and all accrued interest and other charges have been paid in full.
- 3. Mortgagor agrees to pay the principal indebtedness as follows:

Mortgagor shall pay, in addition to the installments of interest provided for above, the sum of Five Thousand and No/100 Dollars (\$5,000.00) on the first day of December, 1991, and on the first day of each month thereafter, through and including October 1, 1994.

- 4. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding, and all accrued interest and other charges, shall be due and payable on October 1, 1994 (the "Maturity Date").
- 5. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the fien and charge of the Loan Documents upon the property covered thereby.
- 6. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full to ee and effect, except as they have been expressly modified by the terms of this Loan Modification and Extension Agreement. In all other respects not inconsistent with this Loan Modification and Extension Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

This Loan Modification and Extension Agreement is executed by Harris Bank Hinsdale, National Association, not personally, but as Trustic 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 Harris Bank Hinsdale, National Association, as Trustee or in Harris Bank Hinsdale, National Association, personally to pay the said note or any interest that may accrue the (con, 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 Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as Harris Bank Hinsdale, National Association as Trustee and its successors and Harris Bank Hinsdale, National Association personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness recruing hereunder shall look solely to the premises conveyed hereby 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.

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IN WITNESS WHEREOF, Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification and Extension Agreement this 18th day of November 1991.

HARRIS BANK HINSDALE, NATIONAL ASSOCIATION, as Trustee under Trust Agreement dated August 26, 1986, and known as Trust Number L-1343

By:

Assistant Vice President/Trust Officer

Attest:

Assistant Vice President

IN WITNESS WHERLO? Mortgagee has executed this Loan Modification and Extension Agreement this 18th day of November, 1991.

HARRIS BANK HINSDALE, NATIONAL PASSOCIATION

By:

Vice President

#### CONSENT OF GUARANTORS

The undersigned, having executed and delivered to Mortgagee their joint and several guaranty of payment and performance under the Loan Documents and having read the foregoing Loan Modification and Extension Agreement, hereby consent thereto.

**GUARANTORS:** 

OGDEN QUALITY ÇÂR WASH, INC.

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Samuel F. Grippo, President

James E. Pushaw, Vice President

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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 Janet Hale, who is Assistant Vice President and Land Trust Officer of Harris Bank Hinsdale, National Association and Carole Ziemian, who is Assistant Vice President 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 and Land Trust Officer and Assistant Vice President, 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. Coven under my hand and seal this 18th day of November, 1991.

Notary Public

State of Illinois County of DuPage "OFFICIAL SEAL"
Barbara J. Ahern
Notary Public, State of Illinois
My Commission Expires 6/21/95

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John F. Cronin, 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 oses and purposes therein set forth. Given under my hand and seal this 18th day of November, 1991.

Notary Public

State of Illinois ) )
County of () (6 pm)

"O. FICIAL SEAL"
Barba: a J. Ahern
Notary Public, State of Illinois
My Commission Expres 5/21/95

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Samuel F. Grippo, who is President of Ogden Quality Car Wash, and James E. Pushaw, who is Vice President 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 Vice President 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 18th day of November, 1991.

Notary Public ) (18

"OFFICIAL SEAL" Barbara J. Ahern Notary Public, State of Illinois My Commission Expires 6/21/95

State of Illinois (County of DuPage (County)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Samuel F. Grippo, 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 18th day of November, 1991.

Notary Public

State of Illians () County of Durage () "OFFICIAL SEAL" Barbara J. Ahern Notary Public, State of Illinois My Commission Expires 6/21/95

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that James E. Pushaw, personally known to me to be the saine 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 18th day of November, 1991.

Notary Public

"OFFICIAL SEAL"
Barbara J. Ahern
Notary Public, State of Illinois
My Commission Expires 6/21/95

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#### EXHIBIT "A"

LOTS 4, 5, 6, 7, 8, AND 9 IN BLOCK 12 IN SONNENSCHEIN AND SOLOMON'S SECOND ADDITION TO LA VERGNE IN THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

16-32-1,1-018 AFFECTS LOTS 4 AND 5

16-32-121-017 AFFECTS LOT 6

16-32-121-016 AFFECTS LOT 7

16-32-121-015 AFFECTS LOV 8

16-32-121-014 AFFECTS LOT 9

COMMONLY KNOWN AS 6201 WEST OGDEN AVENUE, BERWYN, 1L 60402