

SECOND MODIFICATION AGREEMENT

THIS MODIFICATION of mortgage note and construction loan agreement (hereinafter referred to as the "Second Modification Agreement") made as of this 25th day of January, 1991 by and between COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated May 7, 1990, and known as Trust No. 3424 ("Borrower") and RICHARD TREBAT and ROSE TREBAT (collectively, the "Guarantors") and COLUMBIA NATIONAL BANK OF CHICAGO ("Lender").

DEPT-11 RECORD.T \$33.50
T47777 TRAN 5025 02/18/92 10:31:00
#7527 # G #-92-097582
COOK COUNTY RECORDER

W I T N E S S E T H:

WHEREAS, Borrower has executed and delivered to Lender that certain mortgage note in the original principal amount of \$400,000.00 (the "Note") which Note is secured by a mortgage and security agreement of even date therewith, filed with the Registrar of Titles as Document No. LR3924961 on property commonly known as 1530 Lee Street, Des Plaines, Illinois (the "Premises") (the "Mortgage"); and

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WHEREAS, Borrower, Guarantors and Lender executed and delivered to Lender that certain construction loan agreement (the "Construction Loan Agreement") which provided for the construction of an addition to the Premises and a construction completion date of October 1, 1990 (the "Construction Completion Date");

WHEREAS, Guarantors have executed a guaranty of the Note dated May 9, 1990 (the "Guaranty");

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WHEREAS, Borrower, Guarantors, and Lender executed that certain Modification Agreement dated as of December 1, 1990 (the "Modification Agreement") which provided for extending the Construction Completion Date to January 31, 1991;

WHEREAS, Borrower and Guarantors are desirous of extending the Construction Completion Date from January 31, 1991, to March 15, 1991, and Lender is willing to consent to the extension of the Construction Completion Date.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. It is hereby agreed that the Note is hereby modified as follows: The Completion Date as defined in paragraph 3 of the Note is hereby changed from January 31, 1991 to March 15, 1991.

2. It is hereby agreed that the Construction Loan Agreement is hereby modified as follows: **92097582**

A. The Construction Completion Date of January 31, 1991, as set forth in the Scheduled attached to the Construction Loan Agreement is hereby changed to March 15, 1991.

3. It is hereby agreed that the Modification Agreement is hereby modified as follows:

A. The Construction Completion Date of January 31, 1991, is hereby changed to March 15, 1991. ✓

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4. The Guarantors by the execution of the present Modification Agreement consent to the terms hereof and agree that their obligations under the Guaranty shall continue to be fully enforceable against them by Lender.

5. Except for the modifications stated herein, the Note, the Construction Loan Agreement and any of the other security documents are not otherwise changed, modified or amended.

This Second Modification Agreement is executed by the undersigned Trustee not personally, but solely as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Columbia National Bank of Chicago, as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against Columbia National Bank of Chicago, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein, either express or implied, all such personal liability, if any, being hereby expressly waived and released by Lender, and by all persons claiming by or through or under said parties and by every person now or hereafter claiming any right or security hereunder.

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Faint, mostly illegible text covering the main body of the document.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

COLUMBIA NATIONAL BANK OF CHICAGO,
not personally, but solely as
Trustee aforesaid

By: *Paul J. Wocuch*
Its: *Trust Officer*

Attest: *Ed Thomas A.P.*

Richard Trebat
Richard Trebat

Rose Trebat
rose Trebat

ACCEPTED AND AGREED TO:

COLUMBIA NATIONAL BANK OF CHICAGO

By: *Charles H. ...*
Its: *VICE PRESIDENT*

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AS WITHIN WHEREBY THE UNDERSIGNED HAVE BEEN THIS INSTRUMENT

AND TO BE VALID ON THE DATE FIRST ABOVE WRITTEN.

COOKING TO NAME JAMMETAR SINGH
AND PERSONALLY AND SOLELY AS
TRUSTEE

_____ 1991
_____ 1991

Property of Cook County Clerk's Office

_____ 1991

_____ 1991

COOKING TO NAME JAMMETAR SINGH
AND PERSONALLY AND SOLELY AS
TRUSTEE

_____ 1991
_____ 1991

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William Witwick personally known to me as Trust Officer of Columbia National Bank of Chicago, as Trustee under Trust No. 3424, an Illinois corporation, and Cleo Stames A.P., secretary of said corporation, and 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 as such Trust Officer and secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their 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 30 day of January, 1991.

[Signature]
Notary Public

My Commission Expires: _____



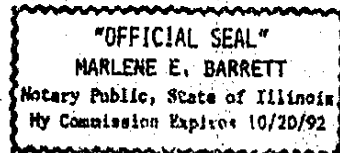
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD TREBAT and ROSE TREBAT, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, personally appeared before me this day and of their own free will, subscribed their names to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 30th day of January, 1991.

[Signature: Marlene E. Barrett]
Notary Public

My Commission Expires: 10-20-92



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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
January 11, 1911
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1909
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE MANNER OF
DISPOSING OF THEM

To the Honorable Senate
of the State of Illinois

STATE OF ILLINOIS
LAND OFFICE
JANUARY 11, 1911
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1909
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS
AND THE MANNER OF
DISPOSING OF THEM

REPRODUCED

The following report was prepared by the Commissioners of the Land Office in response to a resolution passed by the Senate on May 15, 1909, relative to the lands belonging to the State of Illinois and the manner of disposing of them.

To the Honorable Senate
of the State of Illinois

STATE OF ILLINOIS
LAND OFFICE
JANUARY 11, 1911
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
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LANDS BELONGING TO
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DISPOSING OF THEM

Property of Cook County Clerk's Office

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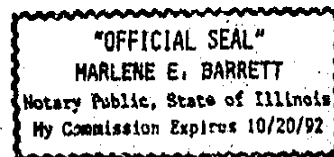
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles Skapp personally known to me as Vice President of Columbia National Bank of Chicago, an Illinois corporation, and ~~secretary of said corporation~~, and 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 as such Vice President and ~~secretary~~ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their 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 30th day of January, 1991.

Marlene E. Barrett
Notary Public

My Commission Expires: 10-20-92



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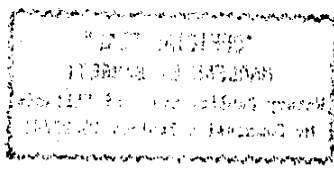
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to you



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PARCEL 1:

THE NORTH 130.0 FEET OF LOT 6 (MEASURED ON THE EAST LINE OF LOT 6) (EXCEPT THE WEST 976.60 FEET MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6), AND EXCEPT THAT PART OF LOT 6, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 130 FEET OF SAID LOT (AS MEASURED ON THE EAST LINE THEREOF) WITH THE WEST LINE OF LEE STREET ACCORDING TO CARL LAGERHAUSEN ESTATE DIVISION AFORESAID; THENCE NORTH, ON SAID WEST LINE, TO THE NORTH LINE OF SAID LOT; THENCE WEST ON SAID NORTH LINE TO ITS INTERSECTION WITH A LINE 17 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LEE STREET AS WIDENED BY DOCUMENT 9171743 RECORDED FEBRUARY 5, 1956; THENCE SOUTH ON SAID PARALLEL LINE TO THE SOUTH LINE OF THE NORTH 130 FEET AFORESAID; THENCE EAST TO THE PLACE OF BEGINNING IN CARL LAGERSHAUSEN ESTATE DIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT FROM JETCO PROPERTIES, INC. AND RICHARD TREBAT DATED DECEMBER 21, 1989 AND RECORDED NOVEMBER 8, 1990 AS DOCUMENT 90547356 FOR ACCESS, PARKING RIGHTS AND FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING A STORM SEWER LINE OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 6 IN CARL LAGERHAUSEN ESTATE DIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 976.60 FEET OF SAID LOT 6 THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 976.60 FEET OF SAID LOT 6, A DISTANCE OF 89.46 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF SAID PARCEL THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 976.60 FEET OF SAID LOT 6 A DISTANCE OF 15.50 FEET TO A POINT THENCE SOUTH 75 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 51.60 FEET TO A POINT ON THE WEST LINE OF THE EAST 50 FEET OF THE WEST 976.60 FEET OF SAID LOT 6, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 50 FEET OF THE WEST 976.60 FEET OF SAID LOT 6, A DISTANCE OF 15.50 FEET TO A POINT THENCE NORTH 75 DEGREES 26 MINUTES 05 SECONDS EAST A DISTANCE OF 51.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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1500 Lee St
Des Plaines Ill

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Mail to Bruce Salk
1300 W Higgins Rd
Suite 203
Prepared by → Barb Ridge JD
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