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").

WITNESSETH:

TRAN 5025 02/18/92 10:31:00

*-92-097582

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. LR3324961 on property commonly known as 1530 Lee Street, Des Plaines, "Illinois (the "Premises") 92097582 (the "Mortgage"); and

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");

0-29-

COMPONED UNOFFICIAL COPY

RAMMINGOS BOSTINGI SIQOE NIPORO

The state of the s

BRISABEL DEW

and the second that is the second and the advance and the second the second and t

estica for a la company company de la compan

t (Bydnorout 2007) of the english that be

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, THERFORE, in consideration of the mutual promises of the parties hereco 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.

	· · · · · · · · · · · · · · · · · · ·
The fire who in the mainted base.	. Date to the complete to the Republic of the Republic of the Complete Comp
ofs) wist if muddepet in se	Telson demonstration of the particles
ogia yalkundka sol estimor	ង្គ នាក់ ដែលសម្រើប្រទេសថា ការសម្រាស់ ការសម្រែន ដែលសមា
i a see see see see	ences of editions is a grown with the realist
path as the incestor, with each to	· expersed by the Berger of Sevent Conference (BAISTERN)
March 11, 1011, to March	amin idag adjablejina ne did wasti was
So more to the exponential of	or pulation of medical in common to
	ledad majdofea de lote lesto esta esta
to manipulações de rividi so q	on the medical control of the state of the s
.nosandeblanoc blandseines.	oong apdac act the control review for in
្រាំ ស្រែស្រាស់ ទៅពេក ខ្លួន ស្រែស្រាស់	ការស្វារ ដែល ស្ថារសេសស ដែល ១០១០ ខ្លែវិទាក់មាន ១០៤
· C	Little Control of Cont
on bollings year on all second	2 sust newspaper and set of the con-
esti in 7 manina ej prospesio	et 👝 edati sani reletuazioni il se mossi.
in an iku watus en espirit	- , the $\Theta_{\mathcal{P}_{\mathbf{i}}}$, which is a sum of i . The i and i
านสารที่ คอบสำ เพลาการกระบบก อภู่กั	That in the A. The state of the Co.
A CONTRACTOR	trapital as on trapa process of eres
Carat (ta permant to secure a	classiques a poetra 🔾 pentro estro 🕡 🕡
emerganico actor en le consta le ba	or of the the file following
(Fr. Maratt e.g. Leben de Garae	
a) remembered motocostibak ed	d sada ibborgo yderw
	in the second of
Tarth Committee in victorial Committee (Application)	a la tra La graga (Constanti de propositore de la constanti d

- 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 Colymbia 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.

-include addressed out the nordersed out by the energy of the present can be used to the continue of the addressed of addressed out and appearance of the field y one-decided and the field of the field

The construction of the production of the production of the production of the construction of the construc

-madena self ya badasaan ef ansecasak salaraldiseli i heli i heli jiri. සංස්ක්ෂණ සහ පහමුම්ස් වෙන දෙම් සිට පහමු ද අත්මියට පහමු ද ඇතිම් සහ සහ සහ සහ සහ සහ මා වෙන සහ සම්මුද්ධ සිට සිට සිට maidin not it in engressly underspood and agreed by the particul ទាំងសីទី ខ្លាំង ស្ពោះទើងនើងស្វែងសេខ ឬគេសេខសេខ១ <mark>គេ៧៦ ១១</mark> ៤ សេខ១១១ ១១ (១១១) ខ្លាំង ១១១) niversi admissione, has opplificable, admis vir all the training tires of as hearing bon beern , seconds Toda to a boso for bond again ains sed , vilences, st. pribaid le exequent and art decembers To Jack Caralast appeared the content to the large The court with the training with all with expectage of the powers done no yakilidari lenopaka on 🕤 / eparenth dose (i.e. i hode hebt d tempese of villings per in process ed sald vos de lisas do ,ve or secret erroof, or se sectural of the sassigna mungre , nisted unamedopa ta paitus, ebut longaese exe ydagan paidd gyng li gythliddil ir ywy ig feli neg ibyr. the sale and some ties and base trained by the control of the cont woo norman ya see ya tan antawem bisa metana d cally only figur or converge herounder.

92097582

UNOFFICIAL COPY

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: HILL Would

Attest: (Sex Tames ANP

Richard Trebat

rose Trebat

ACCEPTED AND AGREED TO:

COLUMBIA NATIONAL BANK OF CHICAGO

By: fruit that

TR WITTERS WHEREVY, the wadersigned have exceed this instru-

COUPSIA MATICHAL CAND OF OHELTON AS ASSESSED ASSESSED ASSESSED ASSESSED

Jeder Daniels

PACCE AND THE PRINTERS

CORNTROL OF HEMP CAROTTAR KINDSON

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 INCLUSIONALIA. Personally known to me as Trustee under Trust No. 3727, an Illinois corporation, and Cleo Stames Aur., 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 Offices 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.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"

LAURA L. KELLEY

Notary Fundic, State of Illinois
My Commission Expires 6/21/94

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 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 30^{th} day of January, 1991.

Marlen E Barrett Notary Public

My Commission Expires: 10-20-92

SS

"OFFICIAL SEAL"

MARLENE E. BARRETT

Notary Public, State of Illinois

Hy Commission Expires 10/20/92

82097582

	. *		i Jul	ï	10	\mathbb{S}	:	1	;
--	-----	--	-------	---	----	--------------	---	---	---

agrands has not been it bilder yreson a teat on a	5.45° 5°	
<u>na para ng mga palawan kataon na makan au ni kabanga n</u>	2745	11 p. 18 ft
Fait British 160 to the second of the second	er en geleg 🖓 🗘 i	1000
nd or _{higher} comes of with that the company of each property of		
tare e the classes of the constant of the cons		
ស្តេចនៅស្រុស ស្រុក ស	***	
California, Contraction of the c		
	; · · · · .	•
Representation of the contract of the profession of the contraction of the contract of the con		
la care. O fexallo sa un po po le capada bien de los ouels	.*	
than lo gross such to be even the year own, by the first	:	1878 11 4
early and (2) has the gradested his beginning to		
မြေသည်သောကာက ကျောင်းသည်။ ကျောင်းကို ကြောင်းသည်။ သည် ကျောကျားသည် မြန်မည် အကျောင်း		

TURKS URIONATION Y JAMES LA ARREST

加州 中国国际 有种种 "以 មានប្រាស់ មានប្រាស់ស្ពេច មាន Mit compensely of the best complete beginning to the best company to the design of the compensely of t

aids less inhance ban bear y

material a weath

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 Charles storp personally known to me as five freedom of Columbia National Bank of Chicago, an Illinois 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 free freedom 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 $\frac{3v^{-14}}{2}$ day of January, 1991.

Marlene E. Barrett Notary Public

My Commission Expires: 10-20-92

"OFFICIAL SEAL"
HARLENE E. BARRETT
Hotary Public, State of Illinois
Hy Commission Expires 10/20/92

HAND TO AND THE STATE OF T yang dan salah salah salah gallo montropiasae i reedidani quomerbila i finansisseessee i ស្តី ២៩ ដែលទី៥លា សាស ស្ត្រាកា ខែ១១៣ ការបន្ទាក់ដូ សារសា ១៣៤ make ago an yello sona "en esperad ballonga o modern de come radio de la compa January St. 1889 🐧 👝 - By 124 mark property of the property o estropos bire in end id a viv systmonton on a saving some or the best to a some seasons of the some seasons and the some seasons of the some se To you pasturion been sent set in fa-निवास अंतर्क । ए. १ जिल्ह्स द्वाराच्या अस्तर्भ । ए. १

Continue Con oay of wird tage and notarial seal tris AFEL STREETING

#1319B

TORRING OF BUTTONS the fath for the college grands. 16405 alt var kraf a familiana var f m Do secrityed noise, table (D

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 INTERESECTION 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 RICHIDO TREBAT DATED DECEMBER 21, 1989 AND RECORDED NOVEMBER 8, 1990 AS DOCUMENT 90547226 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 LAGERHAUS MESTATE DIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 LIST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH 1.178 OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 976.60 FEET OF SAID LOT 6 THENCE SCOLH 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 \$1.60 FEET TO A POINT THENCE NORTH 75 DEGREES 26 MINUTES 05 SECONDS EAST A

0920305037

1500 Des Plaines Il

Property of Cook County Clerk Williams

Mart to Bruce Salke 1300 WHappens FD Seinte 200 Geo 68 576