

#### SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

This Supplement and Extension to Trust Deed and Note entered into this 1st day of June, 1993 between DANIEL L. EBERHARDT, MARRIED TO ANNE EBERHARDT (hereinafter referred to as "Mortgagor") and PlainsBank of Illinois, N.A., a national banking association, formerly known as Des Plaines National Bank ("Mortgagee") as holder of the Note for the purpose of amending that certain Principal Note ("Note") made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., a national banking association and dated April 29, 1986 for the principal sum of TWO HUNDRED SEVENTY ONE THOUSAND AND NO/100--- DOLLARS (\$271,000.00);

#### WITNESSETH

Payment of the Note is secured by a Trust Deed from the Mortgagor to Chicago Title and Trust Company, an Nipois corporation ("Trustee") dated April 29, 1986 and recorded May 14, 1986 with the Cook County Recorder of Deeds as document 86191942, and a Supplement and Extension Agreement dated June 1, 1992, on the following described real estate:

THE WEST 15 FEET OF LOT 15, ALL OF LOT 16 AND THE EAST 10 FEET OF LOT 17 IN WESTERLAWN, A SUBDIVISION OF LOTS 9, 10, 11, AND 12 IN COUNTY CLERK'S DIVISION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 42, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1915 IN BOOK 140 OF PLATS, AGE 37, AS DOCUMENT NO. 5772065 IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 05-33-429-015-0000

93714580

PROPERTY ADDRESS: 2901 Central Street, Evanston, L

THIS IS COMMERCIAL PROPERTY. THIS IS NOT RESIDENTIAL PROPERTY. THE HOMESTEAD EXEMPTION DOES NOT APPLY.

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$234,333.52; and

WHEREAS, Mortgagee has agreed to supplement and modify the aforementioned Trust Deed and Note: and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described above:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed and Note held by the Mortgagee is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Modification of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

29.50 MS

Property of Coof County Clerk's Office

#### IT IS HEREBY AGREED, as follows:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
- 3. It is ruther agreed, however, that the Note on which there is an outstanding principal balance of \$234,333.52 plus interest which is due currently to be paid in full no later than June 1, 1993 shall be extended and shall mature on June 1, 1996. Said Note will bear interest from the date hereof until maturity at the rate of NINE PERCENT (9.00%) per annum. This Note is to be paid in installments as follows: TWO THOUSAND ONE HUNDRED NINETY FOUR AND 40/100----DOLLARS (\$2,194.40) on the first (1st) day of JULY, 1993 and TWO THOUSAND ONE HUNDRED NINETY FOUR AND 40/100---DOLLAR3 (\$2,194,40) on the first (1st) day of each month thereafter until said Note is fully paid. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N.A. IS UNDER NO OFFICATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED BY THE MORTGAGOR, OR THE MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLE HIGHER THAN THE INTEREST RATE ON THIS LOAN. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Dos Plaines, Illinois, 60016, or such other place that the holder may from time to one in writing appoint. ALL PAYMENTS on account of the indebtedness evidenced by this modification shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A PAYMENT IS DUE, PlainsBank of Illinois, N.A. shall be entitled to collect and the Mortgagor obligated to pay a late charge of five percent (5%) of the amount of the late payment.
- 4. Said supplemented and modified Trust Deed and Note are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
- 5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and modified, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.

- 6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Trust Deed except as expressly provided herein.
- 7. The word "Note" as used herein shall be construed to mean the Note and the Note as modified and supplemented herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement and modification may be recorded with the Recorder of Deeds of Cook County, state of Illinois. This supplement and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagoe have hereunto set their seal the first day of June, 1993.

PLAINSBANK OF ILLINOIS, N

A. Higgins, Assistant Vice Presider

Daniel

ornorate Secretary

Consent Given by: Chicago Title and Trust Company, Trustee

DEPT-01 RECORDING T#8888 TRAN 9677 99/08/93 99:29:00 \*-93-714560

COOK COUNTY RECORDER

CORPORATE

Property of Cook County Clark's Office

STATE OF ILLINOIS ) COUNTY OF COOK )

DO HEREBY CERTIFY that Daniel L. Eberhardt, married to Anne Eberhardt, who is 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 1st day of June, 1993.

Notary Public

My commission expires: Denue 23 1996

" OFFICIAL SEAL "
DOROTHY R. ANDREWS
NO ARY PUBLIC. STATE OF ILLINOIS
WY COMMISSION EXPIRES DIRECTOR

STATE OF ILLINOIS )
COUNTY OF COOK )

93714580

I, Dorothy R. Andrews, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peggy A. Higgins, Assistant Vice President of PLAINSBANK OF ILLINOIS, N.A., and Cornelia Grunst, Corporate Socretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Corporate Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Bank they and there acknowledged that, as custodian of the corporate seal of said Bank, she did affix and corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. GIVEN under my hand and nutatial seal this 1st day of June, 1993.

Notary Public

My commission expires:

march 23 1996

" OFFICIAL SEAL "
DOROTHY R. ANDREWS
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/23/96

Proberty of Cook County Clark's Office

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary, act of said Company for the uses and purposes therein set forth; and the said Assistant Secretory then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

OFFICIAlvegunder my Rand and Notarial Seal Ethel D. Johnson hac's

AUG 23 1993

Notary Public

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