COOK COUNTY, ILLINOIS

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EXTENSION AND MODIFICATION AGREEMENT

Note No.

6747277301

Note Date:

May 29, 1990

Note Amount:

\$168,750.00

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This AGRICMENT, made this 1st day of June, 1993 by and between BEVERLY BANK (hereinafter referred to as "BANK") out PETER J. OLSON AND PATRICIA A. OLSON, husband & wife AND MARLENE E. WILLIS, WIDOWED AND NOT SINCE REMARRIED (hereinafter referred to as "OWNER")

WITNESSETH

WHEREAS OWNER is now indet ted to BANK in the principal sum of ONE HUNDRED SIXTY SIX THOUSAND SEVENTEEN AND 60/100 DOLL V.S (\$166,017.60) which is secured by a Mortgage dated May 29, 1990 in the original amount of ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$168,750.00) and which was recorded on May 30, 1990 as Document No. 90250071 with the Recorder of Deeds of Cook County, Illinois on the premises legally described as follows:

SEE ATTACHED EXFIBIT "A"

PIN: 27-08-406-028-0000

Commonly known as: 14724 Hollow Tree Road, Orland Park, Illindis 60462

WHEREAS, Bank is the owner and holder of the Note secured by said portgage and the OWNER, who is the owner of the above property, has requested that the BANK extend the maturity ente and/or modify the interest rate or repayment terms, and,

WHEREAS, the BANK is willing to do so on the terms and conditions set forth hereir.

NOW THEREFORE, in consideration of the mutual promises contained herein and for oilar, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. That the unpaid balance of said note is ONE HUNDRED SIXTY SIX THOUSAND SEVENTEEN AND 60/100 DOLLARS (\$166,017.60) which is due and payable on June 1, 1993.
- 2. That the maturity date is hereby extended to April 30, 1995, at which time the unpaid balance of principal and interest, if not due sooner, shall be payable in full.
- OWNER has paid herewith the sum of TWENTY FIVE (\$25.00) as an extension fee, the receipt
 of which is hereby acknowledged by the BANK.



Interest thereon from the date hereof computed at nine percent (9.000%) per annum until maturity and after maturity at the rate of eighteen percent (18.000%) per annum, payable as follows:

- i. payable in monthly installments of principal and interest of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) with the first payment due on July, 1, 1993 and the payment of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) on the 1st day of each and every month thereafter until April 30, 1995, when the balance of principal and interest, if not due sooner, shall be payable in full.
- 5. OWNER shall pay to the BANK a late charge of five percent (5%) of any monthly installment not received by the BANK within fifteen (15) days after the installment is due.
- 6. OWIFER further agrees that all of the stipulations, provisions, conditions and covenants of the above described note and mortgage shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the BANK in and to the subject premises nor to affect nor impair any rights or powers which BANK may have under said note, mortgage and/or trust deed in any other instrument or document delivered to the BANK by GWNER.
- 7. OWNER represents and varrants that the above real property commonly known as 14724 Hollow Tree Road, Orland Park, Iffinois 50462 is not the principal residence of the OWNER or any of them individually, and as an influement whereby the BANK has agreed not to declare the OWNER in default under the terms and conditions of the above described note and mortgage, OWNER has executed and delivered an ossignment of Rents on the above real property to the BANK as additional security. Said Assignment of Rents shall be recorded simultaneously with this Agreement. BANK hereby waives said default under ther "Occupancy Statement" dated May 29, 1990 executed by OWNER.
- OWNER HEREBY AGREES THAT, IN THE EVENT OWNER SHALL (i) FILE WITH ANY 8. BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION FOR RELIEF ISSUED UNDER SUCH TITLE 14 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY OF ANY OP. DEP. FOR RELIEF ISSUED UNDER SUCH TITLE II OF THE U.S. CODE AS AMENDED (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACTO OR CAN RELATING TO BANKRUPTCY, INSOLVENCY OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY READJUSTMENT, COMPOSITION. ARRANGEMENT. REORGANIZATION, LIQUIDATION, DISSOLUTION OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY OR RELIEF FOR DEBTORS, BANK SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHTS AND REMEDIES OTHERWISE AVAILABLE TO BANK AS PROVIDED IN THE NOTE AND MORTGAGE AND ASSIGNMENT OF RENTS.

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PARCEL 1: LOT 306 IN CRYSTAL FREE 6TH ADDITION, BEING A RESUBDIVISION OF TAKE OUT PARCELS 411 AND 412 IN CRYSTAL TREE 4TH ADDITION OF PART OF THE EAST 1/2 OF SECTION 8, TOUNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PARCEL 2: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECOD APRIL. DATED SINGLE PROPERTY NUMBER 881/8671 AND CREATED BY DEED AND RECORDED 5/30/90 AS COUNTY, ILLINOIS - PARCEL 3: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL TO OVER LOT 475 FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 28121062 AND RE-RECORD APRIL 23, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATE) 3/1/90 AND RECORDED 5/30/90 DOCUMENT NUMBER 90250 070 IN COOK COUNTY, ILLINOIS PARCEL 4: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE DENEFIT OF PARCEL 1 OVER LOT 477, FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECOD APRIL 13, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED 3/190 AND RECORDED AS DOCUMENT NUMBER 1000K COUNTY, ILLINOIS.

- As additional consideration for BANK entering into this Agreement, OWNER hereby fully and unconditionally releases and forever discharges BANK, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations acting in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of actions whatsoever, which OWNER may now have or claim to have against BANK as of the date of this Agreement, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way affecting, concerning, arising out of or founded upon the note, mortgage and assignment of rents, including, but not limited to all such loss or damage of any kind heretofore sustained, or that may arise as a consequence of the dealings between the parties up to and including the date of this Agreement.
- 10. This Agreement, and the note, mortgage and assignment of rents shall be governed by the laws of the State of Illinois.

In Witness Whereo, he parties have set their hands and seals this day and year first written above.

OWNER.

PETER LOVED

PATRICIA A OLSON

MARLENÉ E. WILLIS

BANK:

WILLIAM C. BRANNIN
ASSISTANT VICE PRESIDENT

This instrument was prepared by:

W. C. Brannin, A.V.P. BEVERLY BANK 1357 W. 103rd Street Chicago, IL 60643

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter J. Olson 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, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including bankruptcy waiver and release from liability.

Given under my hand and notarial seal this Last day of July 1993.



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M. Lew Suth

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia A. Olson 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 she signed, scaled, and delivered the said instrument as her free and voluntary act, for the ises and purposes therein set forth, including bankruptcy waiver and release from liability.

Given under my hand and notarial seal this 1 asy of July, 1993.

OFFICIAL SEAL NANCY L. SEILER NOTARY PUBLIC, STATE OF ILLINOIS Morey Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEP CEY CERTIFY that Marlene E. Willis personally known to me to be the same person whose name is subscribed to me foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including bankruptcy waiver and release from liability.

Given under my hand and notarial seal this **200** day of **304**, 1993.

OFFICIAL SEAL NANCY L. SEILER NOTARY PUBLIC, STATE OF ILLINCIS MY COMMISSION EXPIRES 3/18/96 Nancy W. Scill

Property or Cook County Clerk's Office