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LOAN MODIFICATION AND EXTENSION AGREEMENT

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This is a Loan Modification and Extension Agreement ("Agreement") dated September 1, 1993, by and between Harris Bank Hinsdale, National Association ("Mortgagee"), Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated March 7, 1989 and known as Trust No. L-2178 ("Mortgagor") and Frank J. Martusciello and Lisa M. Martusciello ("Co-Obligors/Guarantors").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligors/Guarantors in the original principal sum of Three Hundred Seventy Two Thousand and No/100 Dollars (\$372,000.00). Mortgagor's and Co-Obligors/Guarantors obligation to repay said loan is evidenced by a promissory noce ("Note") dated March 10, 1989 and is secured by a mortgage ("Mortgage") dated March 10, 1989 and recorded March 27, 1989 in the Recorder's Office of Cook County, Illinois as Document No. 89129920 mortgaging, granting, and conveying to Mortgagee that 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 March 10, 1989 and recorded March 27, 1985 in the Recorder's office of Cook County, Illinois as Document No. 89129921 made by Mortgagor to Mortgagee.
- 2. Guaranty dated March 10, 1989 made by Frank J. Martusciello and Lisa M. Martusciello for the benefit of Mortgagee.

(said Note and Mortgage and additional documents are rereinafter referred to as the "Loan Documents")

Mortgagor and Co-Obligors/Guarantors have asked Mortgagee to extend the maturity date and reduce the interest rate of the Note and Mortgagee is willing to extend the maturity date and reduce the interest rate 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:

- The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of Eight and one-quarter percent (8.25%), fixed.
- 2. Commencing October 1, 1993 and on the first day of each successive month thereafter until the maturity date set forth below, Mortgagor and Co-Obligors/Guarantors shall pay monthly installments of principal and interest in the sum of Three Thousand Four Hundred Forty-Two and 75/100 Dollars (\$3,442.75).

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- 3. 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, 1998 (the "Maturity Date").
- 4. Mortgagor and Co-Obligors/Guarantors have concurrently herewith executed their Renewal Promissory Note for the loan as hereinabove modified (hereinafter called the "Renewal Note").
- 5. The Loan Documents shall secure both the Note and the Renewal Note.
- 6. 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 lien and charge of the Loan Documents upon the preparty covered thereby.
- 7. Mortgagor and Co-Obligors/Guarantors hereby acknowledge and agree that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In all other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement this Late day of September, 1993.

Harris Bank Hirsdale, National Association as The provisions appearing on the reverse rustee under Trust Agreement dated March 7, side of this page are incorporated hereid 989, and known as Trust No. L-2178

by reference and are hereby made a part of this document.

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Title: Assistant Vice Provident

Attest: Tarre

Title: Assistant vice president

IN WITNESS WHEREOF, Co-Obligors/Guarantors have executed this Agreement this /ot day of September, 1993.//,

X

rank J. Martusciell

X

Misa M. Martusciello

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This document is made and executed by HARRIS BANK Hinsdale, as Land Trustee, and is accepted upon the express understanding, and. Agriement of the parties hereto that HARRIS BANK Hinsdale enters into same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities representations, yearanties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of HARRIS BANK Hinsdale, or for the purpose of binding HARRIS BANK Hinsdale personally. but are made and intended for the purpose of binding only that portion of the Trust Property described herein and this document is executed and delivered or HARRIS BANK Hinsdale not in its own right, but solely at the direction of the party having power of direction giver the trust and in the exercise of the powers conferred upon HARRIS BANK Hinsdale as such Trustee, and that no personal flobility is asserted by nor shall be asserted, against, HARRIS BANK Hinsdale or its agent for each to be account to its making or executing this document or on account of any independing that to increasing developing agreement or undertaking herein contained, including, but not writted in any liability for yieldstimes of the Comprehensive Environmental, Response, Compensation and Liability 4ct of 40%, 42 U.S.C. System 9501 at seg, as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the Trust Property or in the use and occupancy thereof, all such liantity of any, being expressly waived and released. It is further understood and agreed that HARRIS BANK him tale individually, or as Trustee shall have no obligation to see to the performance or non-performance or tay indefinity. representation warranty covenant agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or unvier any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

IN WITNESS WHEREOF, Mortgagee has executed this Agreement this /at day of September, 1993.

Harris Bank Hinsdale, National Association

By:

ige President

Property of County Clerk's Office mail to:

This document was prepared by: Wendy Wrann/BA/JFK
Harris Bank Hinsdale, N.A.
50 South Lincoln Street
Hinsdale, Illinois 60521

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State of Illinois County of DuPage

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Janer Have and Practal Action who are Assistant Vice President and Assistant Vice President of Harris Bank Hinsdale, N.A., personally known to me, to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 day of September, 1993.

My commission expires

Notary Public

State of Illinois County of Dufage

9___

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

I, the undersigned, a Notary Fublic in and for said County and the State of Illinois, hereby certify that Frank J. Martusciello and Lisa M. Martusciello 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this _/state day of September, 1993.

Notary Public (

State of Illinois)
County of Sufage)

"OFFICIAL SEAL"
Barbara J. Ahern
Motory Public, State of Illinois
My Conmission 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. Kovacs, 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 Loan Officer, 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 uses and purposes therein set forth. Given under my hand and seal this ______ day of September, 1993.

Notary Public

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

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EXHIBIT "A"

Lot 43 in the Resubdivision of Brickman's 2nd addition to Lawrence Avenue Highlands Subdivision being a Resubdivision of Lots 245 to 253 inclusive Avenue Highlands Brickman's Lawrence Subdivision, Resubdivision of Lot 2 in Henry Jacques Subdivision of the South 1/2 of the South West 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian; Also the East 1/2 of Lot 2 in the Resubdivision of Lots 3, 4, 5, and 6 in Henry Jacque's Subdivision of the South 1/2 of the South West 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian; also the West 1/2 of Lot 2 (except the East 100 feet of South 233 feet thereof) and (except the South 33 feet thereof used for Lawrence Avenue) in the Resubdivision of Lots 3, 4, 5 and 6 in Henry Jacques Subdivision of the South 1/2 of the South West 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, and also the East 100 feet of the South 233 feet of the West 1/2 of Lot 2 in Resubdivision of Lots 3, 4, 5 and 6 in Henry Jacques Subdivision aforesaid of the South 1/2 of the South West 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 12-12-307-136-0000

Commonly known as: 7830 W. Lawrenge Ave., Norridge, IL 60656

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