Prepared by and Mail to: Steven J. Colompos 17130 Torrence Avenue Lansing, IL 60438

. DEPT-01 RECORDING

TH0888 TRAIN 9507 11/17/93 13:30:00 #7698 # #---93--93980B

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 14th day of June, 1993 between TINLEY PARK BANK, an Illinois banking corporation, hereinafter called First Party, and HAZOS ENTERPRISES, INC., FIRST NATIONAL BANK OF EVERGREEN PARK, t/u/t No. 9961, STATE BANK OF COUNTRYSIDE, t/u/t NO. 036, STEPHEN G. NEIL, VALERIE J. NEIL, DEMOSTHENES GEORGOPULOS and CHRISTINE J. GEORGOPULOS, the present owners of the subject property analor obligors under the Note, hereinafter called Second Party, WITNESSETH:

THAT, WHERE'S, First Party is the owner of that certain Note in the amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 (\$1,100,000.00) DOLLARS, secured by, among other things, five (5) Mortgages dated September 15, 1989, and each recorded in the Cook County Recorder's Office on September 18, 1989 as Document No. 89439189, Document No. 89439190, Document No. 89439191, Document No. 89439192, and Document 20. 89439193, respectively, encumbering the real estate described as follows:

See attached Exhibit "A" (Document No. 89439189) See attached Exhibit "Al" (Document No. 89439190) See attached Exhibit "A2" (Document No. 89439191) See attached Exhibit "A3" (Document No. 89439192) See attached Exhibit "A4" (Document No. 89439193)

AND, WHEREAS, the parties hereto have greviously modified the terms of said Note and Mortgages by modifying the rate of interest charged under said Note and by extending the muturity thereof.

AND, WHEREAS, the parties hereto wish to further modify the terms of said Note and Mortgages by increasing the rate of interest charged under said Note and by extending the maturity date thereof to June 14, 1994.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- As of the date hereof, the outstanding principal amount due under the Note is \$936,991.45.
- This Agreement is contingent upon Second Party paying a fee of \$9,369.91.
- The rate of interest charged under the Note shall be increased from 1 1/2% over the Prime Rate of the bank, except that



the rate of interest charged shall at no time be less than 7 1/2%, to 2 1/2% over the Prime Rate of the bank, except that the rate of interest charged shall at no time be less than 8 1/2%.

- The maturity date of the Note and Mortgages hereinbefore described is hereby extended from June 14, 1993 to June 14, 1994.
- other respects, the Note and ali hereinbefore described shall remain unchanged and in full force and effect.
- 6. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Second Party that is in all respects free from all defenses, both in law and equity.

IN WITNESS WHEREOF, First Party has caused this instrument to be extended in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto setowheighte seals, all on the day and year first afolise by the executed by State Bank of Countryside, not personally, but as Tristee as it result, in the case that

FIRST PARTY:

TINLEY PARK BANK

ATTEST

Vice Pres.

SECOND PARTY:

go the the runs, series and profits arising from the property discreted in old mortgage or the proceed arising FIRST NATIONAL BANK OF EVERGREEN from the sal HAZOG APPERPRISES, PARK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 9, 1987, AND KNOWN AS TRUST NO.

Sr. Vice President & Trust Officer

EE ATTACHED RIDER FORSISTANT Trust Officer

EXECUTION BY TRUSTEE

STATE BANK OF COUNTRYSIDE, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 14, 1984, AND KNOWN AS TRUST NO. 036.

of the power and authority continue open and value in its as Such insules, it is expressly universities and left and

side to pay time tector of advisors a cold may account nere-

nide to pay this rate to be only the rate and that according indeer all such notes, a man, a six appropriate parties of the blood and on the following the parties of the bound and of the transfer of the parties of the man of the provisions of the first parties and note by the colors of the parties of the first parties of the first parties of the first parties of the flow o

or number of the firsts accepts the same upon the expression stea that no door shall rest upon the Trustee to so

in a line of Godiffey

by each ongoin and successive dance of her or of all with Note that autum; hereon that each about a submission of

citation and pre-ball a pitt, said at

GEORGOPULOS

STATE OF ILLINOIS]

COUNTY OF COOK 1

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Diane R. Nagel and William Ber 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of

OFFICIAL SEAL WELLINGS NOTARY PIRE IS STANDED LINGS MY COMMISSION EXPIRES 12/3/95

Elizabeth J. Sotrons

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 the above named DEMOSTHENES GEORNOPHIOS AND STEPHEN G. NEIL personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day

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 severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of NOTARY PUBLIC SINCE OF 15 1600 3 MY COMMISSION EXPIRES 1673/95

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 the above named STEPHEN G. NEIL and VALERIE J. NEIL, 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 severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of , 19<u>93</u> " OFFICIAL SEAL "
FLIZABETH J PORTWOOD
NOTARY PURE OF HENDES
MY COMMESS. 1, 10 1 1465

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBI CERTIFY that the above named DEMOSTHENES GEORGOPULOS and CHRISTING J. GEORGOPULOS, 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 severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

VEN under my hand and notarial seal this OFFICIAL SEAL 19 ELIZABLE CELLISIOND NOTARY PUBLIC, STATE OF JULISOIS MY COMMISSION EXPIRES 12/3/95

STATE OF ILLINOIS COUNTY OF COOK

SS

, a Notary Public in and for the Undersigned said County in the State aforesaid, DO HEREBY CERTIFY that the above named Joseph C. Fanelli, Sr. Vice Pres/Trust Officer & Nancy Rodighiero, Asst personally known to me to be the same persons whose names are Trust Of subscribed to the foregoing instrument, appeared before me this day

. 9 5 9 9 0 3

in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of August , 19 93 .
CINDA I PITROWSKI LINDA I PITROWSKI Notary Public, State of illinois My Commission Expires 12/18/94 My Commission Expires 12/18/94
STATE OF ILLINOIS]
COUNTY OF COOK 1
said County in the Stare aforesaid, DO HEREBY CERTIFY that the above named SUSAN L. JUTA Interpretation of the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the unce and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 21 day of Sept. 1993.
OFFICIAL SEAL LINDA J DILLON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 21, 1997

9393980

EXHIBIT "A"

Lots 23 and 24 in Tinley Industrial Park, being a Subdivision of the North East 1/4 of Section 36, Township 36 North, Rango 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

27-36-205-001

27-36-205-002

Common Address:

17500 Duvan Drive

Tinley Park, Illinois 60477

EXHIBIT "Al"

Parcel 1
Lot 67 in Park View Estates Subdivision, being a Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

23-35-312-031

Common Address:

13484 Feather Court

Orland Park, Illinois 60002

Parcel 2 Lot 59 in Orland on the Green Unit 1, being a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 34. Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

23-34-406-003

Common Address:

13408 S. 88th Avenue

Orland Park, Illinois 60462

EXHIBIT "A 2"

Lot 242 together with that part of Lot 243 bounded and described as follows: Beginning at the Northwesterly corner of said Lot 243; thence North 25 degrees 46 minutes 54 seconds East on the Northwesterly line thereof, a distance of 135.45 feet to the Northwesterly corner of said Lot 243; thence South 89 degrees 43 minutes 40 seconds East on the North line thereof, a distance of 5.64 feet; thence South 0 degrees 16 minutes 20 seconds West on a line perpendicular to the North line of said Lot 243, a distance of 78.0 feet; thence South 42 degrees 39 minutes, 39 seconds West, a distance of 73.22 feet to a point on a Southwesterly line of said Lot 243; thence Northwesterly on the last described line which is the arc of a circle convox to the North East, having radius of 60 feet and a chord bearing of North 55 degrees 46 minutes 43 seconds West, a distance of 17.68 feet to the point of beginning, all in Enguelet's Orland Terrace Unit 8, a Subdivision of part of the East 1/2 of the North East 1/4 of Section 15, Township 36 North, Ranga 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 27-15-201-018

Common Address: 8951 W. 151/t Street

Orland Park, Milinois 60462

Parcel 2

Lot 114 in Gold Coast Manor, Unit No. 3, being a Subdivision of part of the Northeast Fractional 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 30-19-221-012

Common Address: 1263 Arthur

Calumet City, Illinois 60409

Parcel 3 .

Lot 109 in Gold Coast Manor, Unit No. 3, being a Subdivision of part of the Northeast Fractional 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 30-19-221-007

Common Address: 1247 Arthur

Calumet City, Illinois 60409

Parcel 4

The South 8 feet of Lot 21, all of Lot 22, and the North 6 feet of Lot 23 in Block 4 in Gold Coast Addition, a Subdivision of part of Lot 11 in Plat of Partition between the heirs of Hans Johann Schrumm in Sections 20 and 29, Township 36 North, Range 15, East of the Third Principal Moridian, in Cook County, Illinois.

PIN:

30-20-307-046

Common Address:

1492 Wentworth Avenue

Calumet City, Illinois 60409

EXHIBTT "A3"

Parcel 1
Lot 9 in Gallagher and Henry's Ishnala Subdivision, Unit 2, being a Subdivision of part of the Northeast 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

23-36-216-013

Common Address:

12930 Seneca Drive

Palos Heights, Illinois 60463

Parcel 2

Lot 3 in Garden Four Subdivision of Lot 1 (except the South 341 feet thereof) in Block 3 in F. H. Bartlett's 95th Street and Roberts Road Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 37 North, Range 12, Bast of the Third Principal Meridian, in Cook County, Illinois.

PIN:

23-01-304-009

Common Address:

9409 South 79th Court

Hickory Hills, Illinois 60457

EXHIUIT "N4"

Parcel I.

The South 17.16 feet of Lot 89 and all of Lot 90 in Palos Woods, being a Subdivision of the North 40 acres of the Northeast 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian (except streets heretofore dedicated):

Also

Parcel II.

Easement for the benefit of Parcel I as created by agreement made by and between Kimber Enterprises, Inc., corporation of Illinois, and Dorald T. Smith and Ruth M. Smith, his wife, dated August 19, 1960 and recorded September 9, 1960 as Document 17959349 for ingress and egress over and across the following described property:

The West 10 feet of the East 135 feet of Lots 88 and 89 (except Lot b.
Northeas of the Thir.

28 (Affects I)
/27 (Affects II)

12710-42 S. Marlem Avenue
Palos Heights, Illinois 60463 the South 17.16 feet of Lot 89) in Palos Woods Subdivision of the North 40 acres of the Northeast 1/4 of Section 36, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN:

23-36-204-028 (Affects I) 23-36-204-027 (Affects II)

Common Address:

Shipping a second

RIDER ATTACHED TO: Modification and Extension Agreement to Tinley Park Bank

DATED: June 14, 1993

UNDER TRUST NO. 9961

Executed and relivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual repeatity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the 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 said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those cairring by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under

Trust No. 9961

Sr. Vice President & Trust Officer

ATTEST:

93939808