Loan #7851-9

#### LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 1st day of December, 1992, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and LASALLE NATIONAL TRUST NA, AND PIONEER BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEES UNDER TRUST AGREEMENTS DATED NOVEMBER 20, 1978, MARCH 25, 1991, AUGUST 18, 1981 AND JULY 6, 1981 AND KNOWN AS TRUST NUMBERS 24-5259-00, 115803 22944 AND 22899 RESPECTIVELY, owner of the real estate hereinafter and in said deed described, WITNESSETH:

The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of One Hundred Fifty Thousand and no/100ths Dollars, dated November 19, 1991 secured by a trust deed in the nature of a mortgage recorded on December 12, 1991 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 91652216 conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto

PERMANENT INDEX NUMBERS

17-17-302-0 14-18-307-001 0 13-36-100-0210 14-20-410-019

RETURN TO RECORDER'S BOX

13 45 17

Prepared by and mail to: LaSalle Bank Lake View 3201 N. Ashland Chicago, IL 60657

> COOK COUNTY ILLINOIS FILED FOR RECORD

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- 2. The amount remaining unpaid on the indebtedness, is One Hundred Fifty Thousand and no/100ths Dollars.
- Said remaining indebtedness of One Hundred Fifty Thousand and no/100ths, and interest on the balance of principal remaining from time to time unpaid at the rate of Nine per cent (9%) per annum shall be paid in installments as follows: \$1,258.79 on the 1st day of February, 1993 and \$1,258.79 on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 1st day of April, 1996. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of Twelve per cent per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described but if that can not be done legally then in the most valuable legal tender of the United States of America current or the due date thereof or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of sais principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKES VIEW, 3201 N. Ashland Avenue Chicago, Illinois 60657.
- 4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment, if at the time of said prepayment:
- 1. The yield on a United States Treasury Bond with the closest matching maturity to the maturity date of this loan is the same as or greater than the interest rate on this loan, there is no prepayment premium.
- 2. The yield on said Bond is less than the interest rate on the subject loan, the prepayment premium will be calculated as follows:
  - a. Multiplying the principal balance at the time of prepayment by the difference between the interest percentage rate on this loan and the yield on the United States Treasury Fond with the closest matching maturity to the maturity date of this loan; then
  - b. Dividing the figure obtained in (a) by 12, then
  - c. Multiplying the figure obtained in (b) by the number of months remaining until the maturity date of this loan.

No prepayment premium will be applicable to any amounts due at maturity, provided that where the maturity shall have been accelerated for default, the above prepayment premium shall be charged if permitted by law, except that Borrower shall have the right to prepay the outstanding indebtedness on this loan at par during the last six (6) months of the loan term.

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- 5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then the entire principal sum secured by said mortgage or trust deed together with the then accrued interest thereon, shall without notice, at the option of the holder or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.
- 6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.
- 7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest note shall bind the heirs, parsonal representatives and assigned of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereic have signed, sealed and delivered this indenture the day and year first above written.

ACCEPTED:

LASALLE BANK LAKE VIEW

an Illinois Corporation

BY:

Vice President

ATTEST:

Assistant Vice President

SEE RIDER ATTACHED HEALTO AND MADE A PART HEREOF

LASALLE NATIONAL TRUST N.A.

as Trustee Aforesaid as not personally

ATTEST:

Administration of personally

PIONEER BANK AND TRUST COMPANY As Trustee Aforesaid

BY: Marter
ITS: DEUST OFFICIAR

ATTEST: ITS: ASSISTAND STERETARY

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| STATE OF ILLINOIS ) ) SS  |
|---|
| I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JUNE M. ALIFR, TRUST OFFICER  ASSISTMENT OF PROBLEM BANK & TRUST COMPANY and SHARON JACKSON, ASST SECRETARY - Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such assistant oppose president cand Trust Officer, respectively, appeared before we this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. *Trust Officer & Asst Secretary |
| GIVEN under my nand and Notarial Seal this 1st day of  December , 1992.  Phielip RENA M. PHILLIPS Notary Public Notary Public State of Illinois My Commission Expires 4-03-93   |
| STATE OF ILLINOIS ) COUNTY OF COOK ) SS   |
| I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that   |
| GIVEN under my hand and Notarial Seal this the day of   |
| Notary Public  "OFFICIAL SEAL"  Kathleen Cairns  Notary Public, State of Illinois   |
| My Commission Expires 3/15/93   |

93019933

| STATE OF ILLINOIS ) SS  |
|---|
| COUNTY OF COOK )  |
| I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Coring Bak  |
| and NANCY A. STACK Resistant Secretary Trust Officer of   |
| whose names are subscribed to the foregoing instrument as such assistant vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust   |
| Officer, to custodian of the corporate seal of said Bank, did affixretary the corporate seal of said Bank to said Instrument as said Trust willier's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as afcresaid, for the uses and   |
| purposes therein set forth.   |
| GIVEN under my hand and Notarial Seal this 2/ day of  |
| L 10 / 10 / 1992 · L |
| Michi Hard.<br>Notary Public  |
| Notary Public   |

Vice Fowe
Notary Public, State of illinois
My Commission Expansion. 19 1994

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#### Exhibit A

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#### PARCEL 1

LOTS 2, 3 AND 4 IN POLAKOW'S RESUBDIVISION OF LOTS 47 TO 50 IN BLOCK 1 IN ROBINSON AND HONORE'S SUBDIVISION OF BLOCK 40 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, YOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1400-05 W. FLOURNOY, CHICAGO, IL P.I. #17-17-302-033

#### PARCEL 2

LOTS 40 AND 41 IF CHARLES KEMNITZ'S SR'S SUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 2 IN WILLIAM B. OGDEN'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 18 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4307 N. LINCOLN, CHICAGO, TL P.I. #14-18-307-004

#### PARCEL 3

LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 3 INCHES OF LOT 3) IN THE SUBDIVISION OF LOTS 34 AND 39 INCLUSIVE IN FRICKE AND DOE'S SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

2319-25 N. KEDZIE, CHICAGO, IL P.I. #13-36-100-021

#### PARCEL 4

LOTS 37 AND 38 IN FEINBERG'S SHERIDAN DRIVE ADDITION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

924 W. NEWPORT, CHICAGO, IL P.I. #14-20-410-019 Property of Cook County Clerk's Office

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## **UNOFFICIA**

RIDER ATTACHED TO AND MADE A PART OF (TRANSFER AGREEMENT (EXTENSION AGREEMENT AND MOCHETICATION MORTGAGE (ADDITIONAL ADVANCE AGREEMENT

Dated /2-/-92\_ Under Trust No. 5 2 5 9-24 AND TK # 115803

This instrument is executed LASALLE MATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferral upon and vested in it as such Trustee. All the terms, provisions. stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N. A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE MATIONAL TRUST, A.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE MATIONAL TRUST M.A., either individually or as Trustee as aforesaid. relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall west upon LASALLE MATIONAL TRUST, M.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and smid LASALLE MATIONAL TRUST, H.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment tharcof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal libility of the guarantor, if any. Trustee does not warrant, indemnify, defend little nor is it responsible CH'S OFFIC for any environment damage.