UNOFFENCENSIANANICOPY MODIFICATION AGREEMENT 93029642

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Dated as of the 20th day of October, 1992. Logn Number 4067807-0004373

THIS AGREEMENT, by and among NEWMAN TEAMWORKS, INC ("Borrower") and NBD Bank Elgin, N.A. f/k/a LARKIN BANK, ("the Bank");

WHEREAS, the Borrower is indebted to the Bank of a certain sum evidenced by a note dated the 20th day of MARCH, 1992; and secured by a mortgage:

A mortgage executed by SUBURBAN NATIONAL BANK OF PALATINE, AS TRUSTEE, under Trust Agreement # 5286 Dated December 1, 1987 and recorded in the office of the Recorder of Deeds, COOK COUNTY, Illinois, as Document Number 92K65527 and legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION-Exhibit A

AND WHEREAS, the terms of said Note and Mortgages are hereby incorporated herein and made part hereof by this reference with the same effect as if set forth at length.

AND WHEREAS, the current principal balance of said Note is SEVENTY-SIX THOUSAND EIGHT HUNDRED FIFTY AND 19/100 DOLLARS.

AND WHEREAS, the Borrower has requested that the said Note be extended to MARCH 20, 1993 .

AND WHEREAS, the Bank agrees to said request for modification based on the promises and covenants of the Borrower as follows:

- 1) The Borrower shall pay all costs for recording and other expenses incident to this Modification Agreement.
- 2) This Modification shall not become effective until all the unpaid interest and fees on the original Note are paid.
- The Borrower confirms and ratifies the existence, effect and validity of the Note and Mortgage. Borrower further confirms that neither the Note, originally evidencing said indebtedness nor other supplemental Agreements, if any further evidencing the same, nor the Mortgage nor other security given to secure the same, shall be in any way whatsoever prejudiced by this Agreement, irrespective of whether said Note or other Agreements, or Mortgage, shall have provided for this Agreement; but that on the contrary, said Note or Agreements, if any, shall be modified only to the extent hereof, and said Mortgage shall remain in full force and effect, and all rights and obligations under this Agreement shall extend to and be binding upon the several heirs, executors, administrators successors, transferees, and assigns of the parties hereto.

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AL COPY EXTENSION & MODIFICATION AGREEMENT October 20, 1992 Page 2

IN CONSIDERATION of Ten Dollars in hand paid and of the mutual promises and covenants of the parties hereto, the Note shall be modified as follows:

- The interest rate shall be TWO percent (2.0%) per year above the 1) rate announced from time to time by the Bank as its "Prime" rate Each change in the "Prime" rate will (the "Note Rate"). immediately change the Note Rate.
- Payments shall consist of interest monthly on the 20th of each 2) month commencing November 20, 1992 and continuing on the TWENTIETH Business Day of each month thereafter until MARCH 20, 1993.

SIGNATURES

Signed and sealed this day and year first above written.

IN WITNESS WHEREOF, Sach maker has, through its duly authorized officers, executed this instrument as of this 23RD day of DECEMBER

BORROWER:

NEWMAN TEANWORKS, INC.

Russell C. Newman, President

GUARANTOR:

Russall C. Newman

Washington provision restricting any liebility of Bobustay transcriptions of Paralling, as **GRANTOR:** trustate office defeat on his no on the row Assessing the second of Officered Pereto' in expressly made a part hereof.

HATTONAL PALATINE, BANK OF SUBURBAN Unday Trust Agreement #5256 Dated TRUSTEE, 12/1/87

Cand Treat Administration

ATTEST:

LENDER:

NBD BANK ELGIN, N.A.

Glen E. Short

Vice President

Attest:

This Document Prepared By:

Glen E. Short

NBD Bank Elgin, N.A. Six Fountain Square Plaza

Elgin, Illinois 60120

Return Recorded Document To: NBD Bank Elgin, N.A. Six Fountain Square Plaza Elgin, Illinois 60120 Attn: Glen E. Short

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CORPORATE ACKNOWLEDGEMENT (Lander)
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, Glen E. Short, personally
known to me to be the <u>Vice President</u> of the NBD Bank Elgin, N.A. and
JUNE A. GEORGE personally known to me to be the ASSISTANT VICE
PRESIDENT of said Bank, and 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 as such officers they
signed and delivered the said instrument as such officers of said Bank and
caused the corporate seal of said Bank to be affixed thereto, pursuant to
authority, given by the Board of Directors of said Bank 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 23RD day of DECEMBER, 1992.
Cartiel Action
(NOTARIAL SEAL)
OFFICIAL SEAL JUDITH A LESNER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAY 12,1996
My Commission Expires:

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CORPORATE ACKNOWLEDGEMENT
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
I, the undersigned , a Notary Public in and for said County, in th
State aforesaid, DO HEREBY CERTIFY THAT, RUSSELL C. NEWMAN
personally known to me to be the PRESIDENT of
NEWMAN TEAMWORKS, INC., and personally known to me to be the same personally
whose name(s) is subscribed to the foregoing instrument, appeared before m
this day in person and severally acknowledged that as such officer he signe
and delivered the said instrument as such officer of said Corporation and
caused the corporate seal of sold Corporation to be affixed thereto, pursuan
to authority, given by the Board or Directors of said Corporation as his free
and voluntary act, and as the free and voluntary act and deed of said
Corporation, for their uses and purposes therein set forth.
Given under my hand and Notarial Seal, this 2323 day of DECEMBER
A.D., 19 <u>92</u> .
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"OFFICIAL SEAL" Glen E. Short Notary Public, State of Illinois My Commission Expires 8/22/95 NOTARY PUBLIC

My Commission Expires:

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CORPORATE TRUSTEE ACKNOWLEDGEMENT
STATE OF ILLINOIS)
county of Cook)
I, ANIS I SON A Notary Public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY THAT, ONNA M. KERING
personally known to me to be the
known to me to be the of said Bank, and
personally known to me to be the same persons whose name(s) are subscribed to
the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such officers they signed and delivered the said
instrument as such officers of said Bank and caused the corporate seal of
said Bank to be affixed thereto, pursuant to authority, given by the Board of
Directors of said Bank 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 28th day of December A.D., 1992
"OFFICIAL SEAL" JANIS TISON Notary Public, State of Illinois My Commission Expires 5/7/98
NOTARY PUBLIC

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EXHIBIT "A"

LOTS 1,5,14,16,17 & 29 IN WILLIAMSBURG HILLS UNIT NO. 3, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 4! NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: VACANT LOTS ON FORD LAME, BARTLETT, IL. 60103 TAX ID: 06-34-216-005; 06-34-217-001; 06-34-217-004;06-34-217-008; Property of Cook County Clerk's Office 06-34-217-010;06-34-217-012;06-34-217-013;06-34-217-016

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Dated as of the 1st day of November 1992. Loan Number 4067450-0004232

THIS AGREEMENT, by and among THOMAS J. LYTLE AND GERRY L. LYTLE ("Borrower") and NBD Bank Elgin, N.A. f/k/a LARKIN BANK, ("the Bank");

WHEREAS the Borrower is indebted to the Bank of a certain sum evidenced by a Note dated the 27th day of October, 1989; and secured by a mortgage:

A mortgage executed by THOMAS J. LYTLE AND GERRY L. LYTLE and recorded in the office of the Recorder of Deeds, Cook COUNTY, Illinois, as Document Number 89534250 and renewed November 1, 1990 as Document Number 90604279 and November 1, 1991 as Document Number legally described as follows:

SEE ATTACHED LIGHT DESCRIPTION-Exhibit A

AND WHEREAS, the terms of said Note and Mortgage are hereby incorporated herein and made part hereof by this reference with the same effect as if set forth at length.

AND WHEREAS, the current principal halance of said Note is SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY AND CO/100.

AND WHEREAS, the Borrower has requested that the said Note be extended to MAY 1, 1993.

AND WHEREAS, the Bank agrees to said request for modification based on the promises and covenants of the Borrower as follows:

- 1) The Borrower shall pay all costs for recording and other expenses incident to this Modification Agreement.
- 2) This Modification shall not become effective until all the unpaid interest and fees on the original Note are paid.
- The Borrower confirms and ratifies the existence, effect and validity of the Note and Mortgage. Borrower further confirms that neither the Note, originally evidencing said indebtedness nor other supplemental Agreements, if any further evidencing the same, nor the Mortgage nor

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Extension and Modification Agreement November 1, 1992 Page 2

other security given to secure the same, shall be in any way whatsoever prejudiced by this Agreement, irrespective of whether said Note or other Agreements, or Mortgage, shall have provided for this Agreement; but that on the contrary, said Note or Agreements, if any, shall be modified only to the extent hereof, and said Mortgage shall remain in full force and effect, and all rights and obligations under this Agreement shall extend to and be binding upon the several heirs, executors, administrators successors, transferees, and assigns of the parties hereto.

IN CONSIDERATION of Ten Dollars in hand paid and of the mutual promises and covenants of the parties hereto, the Note shall be modified as follows:

- 1) The interest rate shall be PRIME PLUS TWO AND ONE-HALF percent (P + 2 1/2%) per year.
- 2) Payments shall consist of consecutive monthly installments of \$2.0.00 plus interest on the 1st of each month commencing DECEMBER 1, 1992 and continuing on the 1st Business Day of each month thereafter until MAY 1, 1993.
- The extension fee of one-half of one percent (\$383.30) is due upon signing this agreement.

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