

93140818

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~

(EXTENSION AGREEMENT AND MODIFICATION)

~~(ADDITIONAL ADVANCE AGREEMENT)~~

Dated

OCTOBER 11, 1992

Under Trust No.

10-2331-09

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred 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 NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.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 rest upon LASALLE NATIONAL TRUST, N.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 said LASALLE NATIONAL TRUST, N.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 thereof, 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 liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

93140818

Property of Cook County Clerk's Office

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Box 342

93140818

Prepared by and Mailed to:
The Steel City National Bank of Chicago
3030 East 92nd Street
Chicago, Illinois 60617
or in Cook County, Box 342

DEPT-01 RECORDING \$27.00
TSD010 TRAN 9764 02/23/93 17:18:00
#0518 # * -23- 140818
COOK COUNTY RECORDER

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 11th day of October, 1992, between THE STEEL CITY NATIONAL BANK OF CHICAGO, a national banking association, hereinafter called Bank, and LaSALLE NATIONAL TRUST, N.A., Successor Trustee to Exchange Bank of River Oaks, Not personally but solely as Trustee under Trust Agreement dtd 12/20/88 n/k/a Trust No. 10-2331-19, FIRST SUBURBAN BUILDERS CORPORATION, JAMES SYLVESTER, & MYRON THADEN, the Obligor(s) under the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of One Million Seven Hundred Fifty One Thousand Eight Hundred Eighty Eight and 00/100 (\$1,751,888.00) DOLLARS, dated the October 11, 1990, secured either in whole or in part by Mortgage(s) recorded as Document(s) 0507605 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

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

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from October 11, 1992 to October 11, 1993.
- (X) As of the date hereof, the amount of the principal indebtedness is Eight Hundred Fifty Seven Thousand Eight Hundred Eighty Eight and 33/100 (\$857,388.33) DOLLARS.
- () The rate of interest charged under the Note is hereby increased from percent (%) per annum to percent (%) per annum. The default rate of interest shall be increased by a like amount.
- (X) The rate of interest charged under the Note is hereby increased from one percent (1%) per annum in excess of the Prime Rate of the Bank to one and one-half percent (1.50%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than seven percent (7.00%). The default rate of interest shall be increased by a like amount.
- () The installments of principal and interest shall be changed beginning , 19 , to a payment of (\$) DOLLARS, and a like payment on the day of each and every thereafter, except that all sums due, if not sooner paid, shall be due and payable on , 19 .

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
THE STEEL CITY NATIONAL BANK OF CHICAGO
BY: [Signature]
Vice President
Consented to by Guarantors:

SECOND PARTY: LaSALLE NATIONAL TRUST, N.A., Successor Trustee to Exchange Bank of River Oaks, not personally but solely as Trustee under Trust Agreement dtd 12/20/88 and known as Trust No. 10-2331-19
By: [Signature]
FIRST SUBURBAN BUILDERS CORPORATION SECRETARY
By: [Signature]
Attest: [Signature]
JAMES SYLVESTER
[Signature]
MYRON THADEN

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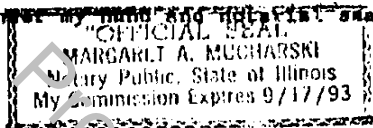
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FIRST PARTY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Deborah Mieszala, V.P. 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, sealed 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 11th day of October, 19 92.



Margaret A. Mucharski
Notary Public

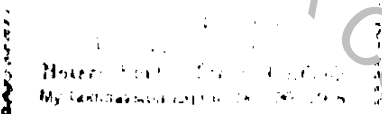
SECOND PARTY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

~~INDIVIDUALS~~

I, MARIE DENTSEWICZ, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named William H. GILLES ASSISTANT SECRETARY 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of December, 19 92.



Marie Dentsewicz
Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CORPORATIONS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ 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, sealed 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 _____ day of _____, 19 _____.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

PARTNERSHIPS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ 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, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

Notary Public

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EXHIBIT "A"

That part of the East 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 50.00 feet South and 50.00 feet West of the Northeast corner of said Northeast 1/4; thence South 00 degrees 12 minutes 10 seconds East 800.19 feet parallel with the East line of said Northeast 1/4, to the point of beginning of the property herein described; thence South 00 degrees 12 minutes 10 seconds East 665.20 feet; thence South 89 degrees 47 minutes 50 seconds West 50.00 feet, to a point of curvature; thence Northwesterly 147.26 feet along the arc of a circle of 396.30 feet radius convex Southwesterly, to a point of reverse curvature; thence Westerly 264.95 feet along the arc of a circle of 413.47 feet radius convex Northerly, to a point of tangency; thence South 74 degrees 22 minutes 23 seconds West 163.94 feet, to the West line of said East 1/4 of the Northeast 1/4; thence North 00 degrees 09 minutes 07 seconds West 850.91 feet along said West line, to a point 674.86 feet South of the North line of said Northeast 1/4; thence South 64 degrees 09 minutes 03 seconds East 191.21 feet; thence North 48 degrees 24 minutes 28 seconds East 144.42 feet; thence Southeasterly 155.30 feet along the arc of a circle of 214.72 feet radius convex Northeasterly and whose chord bears South 20 degrees 52 minutes 19 seconds East, to a point of tangency; thence South 00 degrees 09 minutes 07 seconds East 51.37 feet; thence North 89 degrees 50 minutes 53 seconds East 277.11 feet, to the herein designated point of beginning, all in Cook County, Illinois.

PIN: 27-29-201-005-0000
27-29-201-007-0000
27-29-201-006-0000
27-29-203-001-0000

Common Address: Unit 4A, Mallard Landings
167th Street between 104th and 108th Avenues
Orland Park, Illinois

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