

noonan.mod

LOAN MODIFICATION AGREEMENT

94402861

74-40-764 OF

WHEREAS, FIRST UNITED BANK, an Illinois banking corporation, loaned BOBBIE NOONAN'S PRESCHOOL, INC., an Illinois corporation, herein called "Borrower", the sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), as evidenced by the Note and Mortgage executed and delivered on September 16, 1993, which Mortgage is duly recorded in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 93815813, which Note and Mortgage are hereby incorporated herein as a part of this instrument, and

WHEREAS, the property is legally described as follows:

Lot 29 in Frank Delugach Steven Acres, being a Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 23-12-307-011

Property Address: 10150 South Roberts Road, Palos Hills, IL

WHEREAS, Joseph G. Noonan and Roberta L. Noonan are Guarantors of the indebtedness due the Bank by Borrower; and

WHEREAS, Borrower desires to modify certain provisions of the Mortgage and Assignment of Rents recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Bank is willing to make certain modifications to the provisions of the above Mortgage and Assignment of Rents as herein set forth below.

NOW THEREFORE, in consideration of the actual covenants herein contained and other good and valuable consideration, it is mutually agreed by and between the undersigned parties as follows:

1. The foregoing preambles are incorporated by reference and made a part hereof.
2. As of the date of this Agreement, the unpaid principal balance of said indebtedness is THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00), all of which the undersigned promises to pay with interest at SEVEN AND ONE-QUARTER PERCENT (7.25%) per annum until paid, and that the same shall be payable monthly in the amount of THREE THOUSAND ONE HUNDRED NINETY FIVE AND 02/100 DOLLARS (\$3,195.02) per month beginning on June 1, 1994, to be applied first to interest, and balance to principal. The maturity date of the loan shall be May 1, 1999, at which time any remaining unpaid principal and interest shall become due.
3. Joseph G. Noonan and Roberta L. Noonan hereby unconditionally, jointly and severally, guarantee full payment of the Note identified herein.
4. Except as modified herein, all promissory notes, security agreements, mortgages, chattel or otherwise shall remain in full force and effect upon the original terms and conditions set forth therein.
5. The Borrower agrees to pay all legal fees and costs in conjunction with the preparation, execution and implementation of this Loan Modification Agreement.
6. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
7. This Agreement shall be construed in accordance with the laws of

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April 11, 2011

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the State of Illinois.

8. The Bank's rights specified in this Agreement are in addition to those rights otherwise created.

9. Any modifications or changes to this Agreement must be in writing.

WHEREFORE, the undersigned parties hereby agree to the above terms and conditions as set forth herein.

Signed, sealed and delivered this 1st day of May, 1994.

BOBBIE NOONAN'S PRESCHOOL, INC.,
an Illinois corporation

FIRST UNITED BANK, an Illinois
banking corporation

BY: Joseph G. Noonan
Its: President

BY: Marilyn Carlsson
Its: Asst. Trust Officer

ATTEST: Robert L. Noonan
Its: Secretary

ATTEST: William Fogel
Its: President

CONSENT TO LOAN MODIFICATION

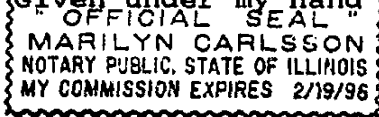
The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

Joseph G. Noonan
Joseph G. Noonan, personally

Robert L. Noonan
Robert L. Noonan, personally

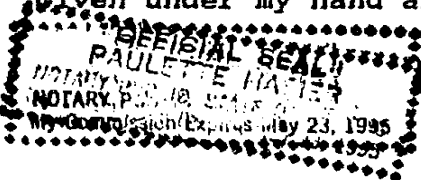
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Joseph G. Noonan and Roberta L. Noonan whose names are as President and Secretary, respectively of BOBBIE NOONAN'S PRESCHOOL, INC., an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of May, 1994.
 Marilyn Carlsson
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, Notary Public in and for the County and State aforesaid, do hereby certify that Marilyn Carlsson and William Fogel whose names are as Asst. Trust Officer and President, respectively of FIRST UNITED BANK, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of April, 1994.
 Paulette Hazier
Notary Public

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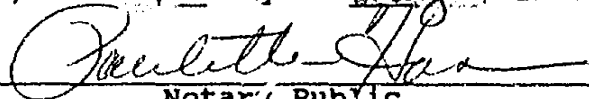
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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Joseph G. Noonan and Roberta L. Noonan, 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.

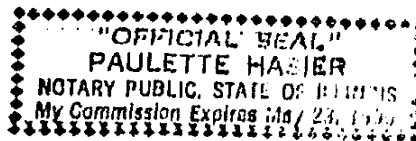
Given under my hand and notarial seal, this 1st day of May, 1994.



Notary Public

THIS DOCUMENT WAS PREPARED BY AND MAIL TO:

STEVEN D. RAKICH (KC-1191-509)
4749 LINCOLN MALL DRIVE
SUITE 204
MATTESON, IL 60443



BOX 333-CTE

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