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08/30/91

LOAN NUMBER- 073595

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the THIRD day of JANUARY, 1994, by and between PINNACLE BANK, Successor by Merger to FIRST NATIONAL BANK OF CICERO, A State Banking Association hereinafter also referred to as "Bank" the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and Pinnacle Bank, Successor to First National Bank of Cicero, not personally but as Trustee of Trust #6783 U/T/A/D 7/17/80, hereinafter referred to as "Borrower", the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed AND Walter Daniels (Individual), James Persino (Individual), hereafter collectively referred to as "Guarantor".

WITNESSETH:

DEPT-01 RECORDING \$45.50  
T#8888 TRAM 5154 05/17/94 10:53:00  
#3320 # LC # 94-440333

1. The parties hereby agree to extend or modify ~~the term~~ of payment of the indebtedness evidenced by the "Demand or Time Note" with Rider 1-A attached thereto of the Borrower in the original principal amount of FIVE HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$ 540,000.00) dated JUNE 29, 1990, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded JULY 6, 1990, in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 90-324530 and a Collateral Assignment of Leases and Rents recorded JULY 6, 1990, as Document Number 90-324529 in the office of the Recorder of Deeds conveyed to PINNACLE BANK, Successor by Merger to FIRST NATIONAL BANK OF CICERO, A State Banking Association, pertaining to certain real estate in COOK County, Illinois and described as follows:

SEE ATTACHED SCHEDULE "A"

2. The amount remaining unpaid on the indebtedness is \$ 540,000.00 (the "Indebtedness").

3. The interest charged on the Note is R\* + 1% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

a. \$ 540,000.00 at the rate of R\* + 1% per annum on actual elapsed days based upon a year consisting of 360 days;

b. Interest only is payable on the principal amount from date hereof at the rate of R + 1% per annum and shall be paid on March 1, 1994, and then monthly thereafter beginning on April 3, 1994, and continuing monthly on the same day of each successive month thereafter, and then beginning on July 3, 1994, and continuing monthly on the same day of each successive month thereafter, Borrower shall pay, in addition to the aforesaid monthly interest payments, the amount of \$4,388.69 to Bank as a monthly escrow payment to be deposited in Pinnacle Bank Savings Account #116-445-3 to be used to pay real estate taxes, when due, owed on that real property more fully described in Schedule "A" attached hereto.

\* The designation of said rate includes the Letter "R" or the term "Reference", such letter or term shall mean the "Reference Rate", which at any time, from time to time, shall be the rate of interest then most recently announced by the Bank as its Reference

THIS INSTRUMENT WAS PREPARED BY:

RETURN RECORDED DOCUMENT TO:

RONALD J. FARMER  
VICE PRESIDENT  
PINNACLE BANK  
6000 WEST CERMAK ROAD  
CICERO, ILLINOIS 60650

PINNACLE BANK GROUP  
ATTN: LOAN OPERATIONS DEPT.  
P.O. BOX 1135  
LAGRANGE PARK, IL 60525

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Rate; and each change in the interest rate hereon shall take effect on the effective date of the change in the Reference Rate. The Bank shall not be obligated to give notice of any change in the Reference Rate. The interest shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed, unless otherwise specified herein.

This Modification and/or Extension Agreement shall have as its maturity date September 3, 1994, unless Bank, solely at its discretion, extends or modifies in writing this aforesaid maturity date. Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of R + 3 % per annum.

4. On or before March 1, 1994, Borrower will pay to Bank the sum of \$140,000.00 towards principal amount outstanding plus accrued interest as specified above and the entire remaining unpaid principal balance, if not paid sooner, shall be paid on September 3, 1994.

5. BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY REQUIRED INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 10 DAYS AFTER THE INSTALLMENT IS DUE.

6. In consideration of the Bank's agreeing to this Modification and/or Extension Agreement, the Borrower has granted to Bank the following additional collateral to secure this indebtedness, to wit:

- a) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 25-8092 of the Bank of Ravenswood, not personally but as Trustee U/T/A/D October 14, 1986, pursuant to a "Security Agreement and Collateral Assignment Under Land Trust" dated April 1, 1991, a "Third Party Pledge Agreement" dated April 1, 1991, and a Letter of Understanding dated April 1, 1991.
- b) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 9461 of the Pinnacle Bank, Successor to First National Bank of Cicero, not personally, but as Trustee U/T/A/D May 10, 1988 pursuant to a "Security Agreement Under Land Trust" dated October 1, 1991, and a "Third Party Pledge Agreement" dated October 1, 1991.
- c) A Mortgage dated October 1, 1991 on the real property titled in the name of Pinnacle Bank, Successor to First National Bank of Cicero, not personally, but as Trustee of that certain Land Trust known as Trust No. 9461 U/T/A/D May 10, 1988, as more fully described in Schedule "B" attached hereto and made an integral part hereof pursuant to that certain "Third Party Pledge Agreement" dated October 1, 1991.
- d) Assignment of 100% of the beneficial interest in that certain Land Trust known as Trust Number 9378 of the Pinnacle Bank, Successor to First National Bank of Cicero, not personally, but as Trustee U/T/A/D January 28, 1988 pursuant to a "Security Agreement Under Land Trust" dated October 1, 1991, and a "Third Party Pledge Agreement" dated October 1, 1991.
- e) A Mortgage dated October 1, 1991, on the real property titled in the name of Pinnacle Bank, Successor to First National Bank of Cicero, not personally, but as Trustee of that certain Land Trust known as Trust No. 9378 U/T/A/D January 28, 1988 as more fully described in Schedule "C" attached hereto and made an integral part hereof pursuant to that certain "Third Party Pledge Agreement" dated October 1, 1991.

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- f) Assignment of Twenty-one Thousand Two Hundred Ninety-six (21,296) shares of Pinnacle Banc Group, Inc. common stock and all stock splits, stock dividends and proceeds thereof or therefrom.
- g) Assignment of Pinnacle Bank Savings Account #116-445-3 and all substitutions or proceeds thereof or therefrom pursuant to a Savings Account Assignment dated February 28, 1992.
- h) Borrower shall cause to be deposited in Savings Account #116-445-3 on or before March 1, 1994, the additional sum of \$101,093.39. Of the sum so deposited, \$45,802.51 shall be maintained as an interest reserve. The balance of the funds in the account plus any and all future sum(s) deposited shall be used to pay real estate taxes, when due, beginning with the first installment due on March 1, 1994 for the real estate more fully described in Schedule "A" and in Schedule "B" attached hereto and made an integral part hereof.

7. **REFER TO NOTE:** Rider 1-A attached to and made an integral part of the heretobefore stated "Note", Section 1, Page 1 and as modified by any and all previous "Modification and/or Extension Agreements" of various dates is changed from Twenty Thousand Five Hundred Five Dollars and No Cents (\$20,505.00) to Twenty-three Thousand Four Hundred Twenty-three Dollars and No Cents (\$23,423.00).

8. **SALE OF COLLATERAL:** The Borrower(s), Grantor(s), guarantor(s), mortgagor(s), or Assignor(s), jointly and/or severally, each and every one of them, covenants, warrants, agrees and understands with Bank that while this Agreement is in effect, Borrower shall:

Pay proceeds from sale of property listed in Schedule "A" as follows, to wit:

Cause one hundred percent (100%) of all net proceeds from any such sale of the real property detailed in section 9 hereinbelow, but not to exceed the amount specified for the real property being sold plus the amount needed to create the appropriate real estate and hazard insurance escrow for all properties granted Bank as collateral for any other unpaid indebtedness (this loan and all other liabilities, now existing or hereafter arising, of Walter Daniels and/or James Persino being herein called "indebtedness"), direct or indirect, absolute or contingent, however evidenced of Walter Daniels and/or James V. Persino, jointly or severally or jointly and severally, to the Bank; plus any unpaid Trust Fees, attorney's fees, real estate taxes, insurance premiums, court costs, recording or filing fees; plus any interest which is due and payable to Bank by the aforesaid Walter Daniels and/or James V. Persino on this Note or any and all other indebtedness owed to Bank by either or both of them, however that indebtedness is evidenced, whether direct or indirect, whether absolute or contingent, whether now existing or hereafter arising in the future, whether joint or several or joint and several from the sale of aforesaid real property and/or any personal property related thereto, whether now existing or hereafter arising in the future, of Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of any one or more of them, in which the Borrower or Grantor or Guarantor or Mortgagor or Assignor has conveyed, granted, sold pledged, bargained, assigned, and/or transferred all of Borrower's or Grantor's or Guarantor's or Mortgagor's or Assignor's rights, titles and interest, however evidenced, whether now existing or hereafter arising in the future to the Bank.

The net proceeds from any such sale are to be wire transferred or

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 2000.

The net proceeds from any such sale are to be wire transferred or otherwise delivered to Bank within three (3) business days following the closing of the sale.

The Bank covenants, warrants, agrees and understands that, while this Agreement is in effect, Bank shall, as detailed hereinbelow:

Apply any and all proceeds delivered to Bank from the sale of the aforesaid real property or personal property of Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of any one or more of them first as payment towards this indebtedness, and then to any other indebtedness to the Bank, whether now existing or hereafter arising in the future, whether direct or indirect, whether absolute or contingent, however evidenced of the Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of anyone or more of them.

9. **RELEASE OF COLLATERAL:** Bank warrants, covenants, agrees and understands with Borrower(s), Grantor(s), Mortgagor(s) Assignor(s) and Guarantor(s), each and everyone of them, that Bank will release Bank's security interest in the real property listed in Schedule "A" or in Schedule "B" or in Schedule "C" or will release the personal property of Borrower or Grantor or Mortgagor or Assignor or Guarantor or any one or more of them, upon the following conditions:

- A) A Default (Defaults if more than one) does not exist; in addition to defaults specified elsewhere in this indenture of Note or Mortgage or Security Agreement and Collateral Assignment under Land Trust or Assignment of Leases and Rents or Continuing Guaranty or other related documents to any indebtedness of Borrower or Grantor or Guarantor or Mortgagor or Assignor, or of any one or more of them, to Bank, it is agreed, warranted, affirmed and understood by the Borrower, by the Grantor, by the Guarantor, by the Mortgagor, by the Assignor, and by Bank, each and every one of them, that it shall be an occasion of default if any payment due Bank for this loan or for any other indebtedness, as defined above, of the Borrower or of the Grantor or of the Guarantor or of the Mortgagor or of the Assignor to Bank is not received within ten (10) calendar days of the due date of any such payment. Further, this default is not cured by a payment due being made from the funds on deposit with the Bank in Savings Account #116-445-3 as an interest reserve as specified hereinabove.
- B) Release is only for that portion of the collateral that has been sold as defined in Schedule "A" or Schedule "B" or Schedule "C" of this Agreement or specified hereinbelow;
- C) All documents required by Bank or Borrower have been delivered to Bank, properly executed and recorded, as may be required, and Borrower has complied with the terms specified in this Agreement and all related documents, any one or more of them; and
- D) Bank receives, at minimum, for the property listed in Schedule "A" a principal sum of Five Hundred Forty Thousand Dollars and No Cents (\$540,000.00) and, assuming the Borrower or Grantor or Guarantor or Mortgagor or Assignor has made a principal reduction of not less than \$140,000.00 by March 1, 1994, then thereafter Four Hundred Thousand Dollars and No Cents (\$400,000.00) plus any accrued interest due and unpaid, Twenty-three Thousand Four Hundred Twenty-three Dollars and No Cents (\$23,423.00), plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or

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THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1970.

\_\_\_\_\_  
Clerk of Cook County

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any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law; and/or

- E) Bank receives, at minimum, for the property listed in Schedule "B" a principal sum of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00) and, assuming the Borrower or Grantor or Guarantor or Mortgagor or Assignor has made a principal reduction of not less than One Hundred Sixty-five Thousand Dollars and No Cents (\$165,000.00) then thereafter Eight Hundred Thousand Dollars and No Cents (\$800,000.00) plus any accrued interest due and unpaid, plus Twenty-six Thousand Eight Hundred Forty-one Dollars and No Cents (\$26,841.00) plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law; and/or
- F) Bank receives, at minimum, for the property listed in Schedule "C" a principal sum of Nine Hundred Seventy-five Thousand Dollars and No Cents (\$975,000.00) plus any accrued interest due and unpaid, plus Twenty-five Thousand Nine Hundred Ten Dollars and No Cents (\$25,910.00) if sold and paid by March 1, 1994, plus any other fees Bank reasonably assesses, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law.
- G) Bank receives, at a minimum, for the property owned by Bank of Ravenswood, not personally, but as Trustee U/T/A/D October 14, 1986, and known as Trust #25-8092, the principal sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00), plus any accrued interest due and unpaid, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law; and/or
- H) Bank receives, at a minimum, for the 21,296 shares of Pinnacle Banc Group, Inc. common stock, the principal sum of Four Hundred Eighty Thousand Dollars and No Cents (\$480,000.00), plus any accrued interest due and unpaid, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law; and/or
- I) When there is no longer any indebtedness owed to this Bank by the Borrower or Grantor or Guarantor or Mortgagor or Assignor, any one or more of them, whether now existing or hereafter arising, whether joint or several, or joint and several, whether direct or indirect, whether absolute or contingent, whether liquidated or unliquidated, however evidenced, the Bank will release its security interest in Pinnacle Bank Savings Account #116-445-3.
- J) The amounts hereinabove specified for the Bank's release of a specific asset, real or personal, granted, conveyed, transferred, or assigned to Bank as collateral and in which Bank has received a security interest from Borrower

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or Grantor or Guarantor or Mortgagor or Assignor, is a singular amount that must be paid to Bank to obtain the Bank's release of only that specific asset. In order to receive the Bank's release of two or more of the hereinabove specified assets granted to Bank as collateral to secure the indebtedness of the Borrower or Grantor or Guarantor or Mortgagor or Assignor, any one or more of them, the Bank must receive the aggregate cumulative sum of the individual amounts as hereinabove specified for each specific asset to be released by the Bank. Therefore, as clarification by example, in order to cause Bank to release the collateral specified in G) and H) above, the Bank would need to receive, at a minimum, the aggregate cumulative sum of \$680,000.00, plus any accrued interest due and unpaid, plus any costs or expenses incurred by Bank for which the Bank is entitled to collect from Borrower by the terms, conditions or covenants of this Agreement or any of the related documents to this Agreement or Note to which this Agreement pertains or by the operation of law.

10. **Cross-Collateralized Pledge:** The Borrower(s), Grantor(s), Assignor(s) Mortgagor(s) and Guarantor(s) agree(s) that the aforesaid Collateral is granted, conveyed, and assigned, as detailed above, for this loan and for all indebtedness now existing and hereafter arising in the future, whether direct or indirect, whether absolute or contingent, and whether due or to become due (this loan and all other liabilities being herein called indebtedness) to the First National Bank of Cicero and to any and all of its assignees and/or successors, if any; agrees to give Bank a security interest in all the aforesaid property, trust, and/or rents/leases

11. **Right of Set Off:** The undersigned, and each one of them, hereby authorizes the Bank to charge any account of the undersigned, and each one of them, for the interest due hereunder. Payment submitted in funds not available until collected shall continue to bear interest until collected. If payment hereunder becomes due and payable on a Sunday, legal holiday or closed business day observed by the Bank, the due date shall be extended to the next succeeding business day.

12. **Correction of Errors:** In the event any of the documents evidencing and/or securing the above referenced note or related documents (the "Loan") misstate or inaccurately reflect the true and correct terms and provisions of the Loan and said misstatements or inaccuracy is due to an unilateral mistake on the part of the Bank, Borrower(s) or Guarantor(s) or Grantor(s) or Mortgagor(s) or Assignor(s), any one or more of them, or clerical error, then in such event, Borrower(s) shall, upon request by Bank, in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Bank may deem necessary to remedy said inaccuracy or mistake. If the Borrower(s) fail or refuse to correct any such errors, the Bank shall have the right to accelerate the Loan and demand payment in full.

13. **Borrowers Reliance on Independent Investigation:** No representations have been made to Borrowers by Bank other than as are contained in this Agreement. Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) represent that they each have sufficient knowledge and experience in business and financial matters to evaluate the merits of entering into this Agreement and understand that they bear the full risk of the success or failure of their business operations. In making the decision to enter into this Agreement, they acknowledge that they have had the opportunity to seek the advice of such business advisors, appraisers, attorneys, accountants and other professionals as they desire and

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have relied upon their own independent investigations and upon consultation with such independent advisors as they have deemed necessary. They have made no reliance whatsoever upon any actions made by Bank.

**14. Absence of Duress:** This Agreement and all of the documents provided by this Agreement have been executed by and between Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) and Bank in good faith, voluntarily and there exists no circumstances whatsoever of fraud, misrepresentation, duress, undue influence or misunderstanding by or between Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) or Assignor(s) or Bank.

**15. Substitution of Collateral:** In the case that there arises a need to substitute collateral from time to time for any or all of the heretofore stated collateral, and the Bank, solely at its discretion, agrees to accept the collateral submitted for substitution, the Borrower shall pay the Bank for all out-of-pocket expenses incurred in order to do the following, including without limitation:

- A) Appraisal of collateral, value of collateral being substituted;
- B) Recording of Bank's lien and security interest in collateral;
- C) Searches of Real Estate records of the County Recorder's Office, UCC searches and the like;
- D) Plats and survey;
- E) Hazard and Liability insurance; and/or
- F) Lender's title policy and, if desired by Borrower(s), owners title policy;
- G) Lender's reasonable attorney's fees

**16. Custody of Collateral:** Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for the purpose of as Borrower(s), Grantor(s), Guarantor(s), Mortgagor(s) and Assignor(s) request; further such action shall not in itself be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

**17. Cumulative Remedies:** No remedy herein conferred is intended to be exclusive of any other remedy, but every such remedy shall be cumulative and shall be in addition to every other remedy herein conferred, or conferred upon Bank by any other agreement or instrument or security, or now hereafter acquired existing at law or in equity or by statute.

**18. Bar of Waiver:** No failure or delay on the part of Bank in the exercise of any right or remedy hereunder or under any other instrument or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**19. Section Headings:** The headings of sections and paragraphs in the Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.

**20. Interchangeable Terms:** As used in this Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable where the context so requires.

**21. Payments on Indebtedness:** Borrower(s) or Grantor(s) or Guarantor(s) or Mortgagor(s) or Assignor(s) agree to promptly notify Bank if any payments on any loans or contracts to any other persons or business of any kind are not paid when due or if cash rent is not paid as provided within any lease agreement.

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THE STATE OF ILLINOIS, County of Cook, ss. I, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County

\_\_\_\_\_  
Notary Public

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Notary Public

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Notary Public

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Notary Public

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Notary Public

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Notary Public

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Notary Public

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**22. Notice of Claim Requirement:** No action shall be commenced by the Borrower or Grantor or Guarantor or Mortgagor or Assignor for any claim against the Bank under the terms of this Agreement unless a notice specifically setting forth the claim of the Borrower or Grantor or Guarantor or Mortgagor or Assignor shall have been given to the Bank within ten days after the occurrence of the event which the Borrower or Grantor or Guarantor or Mortgagor or Assignor alleges have rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

**23. Waiver of Prior Conduct:** Borrower, Grantor, Guarantor, Mortgagor, and Assignor represent to Bank that it has no defenses, set-off, or counterclaim of any kind or nature whatsoever against Bank with respect to the Agreement or obligations thereunder, the Security Documents, or any action previously taken or not taken by Bank with respect thereto or with respect to any security interest, encumbrance, lien or collateral in connection therewith to secure the outstanding indebtedness.

Without limiting the generality of the foregoing, Borrower, Grantor, Guarantor, Mortgagor, and Assignor waives, releases, and forever discharges the Bank from and against any and all rights, claims or causes of action against the Bank arising out of the bank's actions or inactions with respect to the aforesaid Agreement, Note, Documents, the Security Documents or any security interest, lien or collateral in connection therewith as well as any and all right of set-off, defenses, claims causes of action and any other bar to the enforcement of this Agreement or related documents or any Security Documents.

Borrower, Grantor, Guarantor, Mortgagor, and Assignor further acknowledges and agrees that the Bank is specifically relying upon the representations, warranties and agreements contained herein, and that this Agreement is being executed by the aforesaid and delivered by them to the Bank as an inducement to the Bank to forebear from exercising contractual remedies available to the Bank, including foreclosure, attachment, and prosecution and collection of the outstanding indebtedness under the Security Documents, Note or related documents.

**24. Heirs, Successors and Assigns:** This Agreement shall be applicable to and binding upon the heirs, successors and assigns of the parties hereto.

**25. Execution of Documents:** Borrower(s), or Grantor(s) or Guarantor(s) or Mortgagor(s) or Assignor(s) and Bank agree to execute any and all other documents as are necessary and required to fulfill the terms and conditions of this Agreement.

**26. Entire Agreement:** This written Agreement and the documents executed pursuant to its provisions, constitute the entire Agreement between the parties and no other representation or statement shall be deemed binding upon the parties, nor shall this Agreement be amended, altered, or modified except by written Agreement signed by the parties hereto.

**27. This Agreement with Respect to Prior Dated Documents:** This agreement is supplementary to said Mortgage or Trust Deed and said Note but replaces and supersedes any and all prior/earlier dated Modification and/or Extension Agreements previously executed, whether recorded or not recorded with the appropriate County Recorder's Office, except as noted hereinbefore for Rider to Note (see #7 above). All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document 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, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the

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heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, 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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year hereinabove mentioned.

BORROWER (MORTGAGOR):

PINNACLE BANK, Successor to FIRST NATIONAL BANK OF CICERO, NOT PERSONALLY, BUT AS TRUSTEE OF THAT CERTAIN TRUST NUMBER 6783 UNDER TRUST AGREEMENT DATED JULY 17, 1980.

BY: Glenn J. Richter  
Glenn J. Richter  
Vice President

ATTEST: Nancy Fudala  
Nancy Fudala  
Assistant Secretary

Acknowledged and Consented to this 3rd day of January, 1994, by the owners of 100% of the beneficial interest in the aforesaid Trust.

MATTESON WHP PARTNERSHIP  
BY: Walter Daniels  
Walter Daniels, Partner

BY: James V. Parsino  
James V. Parsino, Partner

Acknowledged and consented to this Third day of January, 1994, by the following guarantors:

BY: Walter Daniels  
Walter Daniels, Individual

BY: James V. Parsino  
James V. Parsino, Individual

INSTRUMENT PREPARED BY: RONALD J. FARMER, VICE PRESIDENT, PINNACLE BANK, SUCCESSOR BY MERGER TO FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN TO: PINNACLE BANK GROUP, ATTENTION: LOAN OPERATIONS DEPARTMENT, P.O. BOX 1135, LAGRANGE PARK, IL 60525

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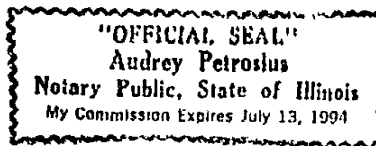
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Audrey Petrosius, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Glenn J. Richter and Nancy Fudala of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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; and the said Assistant Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) 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.

Given under my hand and notarial seal this 3rd day of January, 1994.

Audrey Petrosius  
Notary Public

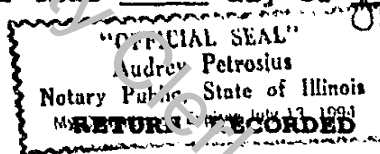


STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Audrey Petrosius, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Walter Daniels and James Persino, who are personally known to me to be the same persons and partners of the partnership 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of January, 1994.

Audrey Petrosius  
Notary Public



THIS INSTRUMENT WAS PREPARED BY:  
TO:

RONALD J. FARMER  
VICE PRESIDENT  
PINNACLE BANK  
6000 WEST CERMAK ROAD  
CICERO, ILLINOIS 60650

PINNACLE BANK GROUP  
ATTN: LOAN OPERATIONS  
P.O. BOX 1135  
LAGRANGE PARK, IL 60525

9444C333

SCHEDULE "A"  
LEGAL DESCRIPTION

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**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

This schedule is attached to and made an integral part of that certain Modification/Extension Agreement dated January 3, 1994, and one dated July 1, 1993, and one dated January 1, 1993 and one dated July 1, 1992 and one dated October 1, 1991 and one dated July 1, 1991, and one dated April 1, 1991, and that certain Renewal "Demand or Time Note" dated April 1, 1991, of the Note dated June 29, 1990, by and between Pinnacle Bank, Successor to First National Bank of Cicero, not personally, but as Trustee of Trust Number 6783 U/T/A/D July 17, 1980, ("Debtor") and Pinnacle Bank, Successor by Merger to First National Bank of Cicero, a State banking Association ("Lender").

Lot 1 in Woodgate Commercial Subdivision, being a subdivision of the Northeast Quarter of the Northeast Quarter of Section 17, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

Commonly known as: Property located on the southwest corner of the intersection of Central Avenue and Vollmer Road - 5601-17 Vollmer Road, Matteson, IL.

Permanent Index Number: 31-17-201-005-000

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PROPERTY

This Schedule "B" is attached to and made an integral part of that certain Modification and/or Extension Agreement dated January 3, 1994, and one dated July 1, 1993, and one dated January 1, 1993 and one dated July 1, 1992 and one dated October 1, 1991 and one dated July 1, 1991 and one dated April 1, 1991 and that certain Renewal "Demand or Time Note" dated April 1, 1991 of the Note dated June 29, 1990 with respect to FIRST NATIONAL BANK OF CICERO Trust Number 6783 dated July 17, 1980.

- Parcel 1: Those parts of Lots 23 and 24 in Block 2 in Alsip Manor Subdivision in the Village of Alsip, Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, Lying North easterly of a line intersecting the Northerly Boundary of said Lot 24 at a distance of 33.57 feet from its North West corner and the easterly boundary of said Lot 23 at a Distance of 57.08 feet from its South East corner, in Cook County. (P.I.N.: 24-34-103-033)
- Parcel 2: That part of Lot 7 in Block 2 in Alsip Manor Subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying Northeasterly of a line intersecting the Westerly Boundary of said Lot 7 at a distance of 67.26 feet from its South West Corner and the Southerly boundary of said Lot 7, at a distance of 91.52 feet from its South West corner. (P.I.N.: 24-34-103-007)
- Parcel 3: That Part of Lot 8 in Block 2 in Alsip Manor subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying North easterly of a line intersecting the Northerly boundary of said Lot 8 at a distance of 91.52 feet from its North West corner and the easterly boundary of said Lot 8 at a distance of 24.67 feet form its South East corner. (P.I.N.: 24-34-103-008)
- Parcel 4: Lots 5 to 8, both inclusive, in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of section 34, Township 37 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded July 3, 1946 as document #13536063 in Cook County, Illinois (except that part of Lot 8 conveyed to Illinois Toll Highway Commission) (P.I.N.: 24-34-104-005; 24-34-104-006; 24-34-104-007; 24-34-104-008)
- Parcel 5: Lot 6 in Block 2 in Alsip Manor a subdivision in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-006)
- Parcel 6: That part of Lot 9 in Block 1 in Alsip Manor subdivision in the Village of Alsip in Section 34, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois lying easterly of a line intersecting the Northerly boundary of said Lot 9 at a distance of 11.48 feet from its North West corner and the Southerly boundary of said Lot 9 at a distance of 113.23 feet from its South West corner. (P.I.N.: 24-34-104-016)
- Parcel 7: Lot 25 (except that part thereof lying South of a line intersecting the Westerly boundary of said Lot 25 at a distance of 24.67 feet from the South West Corner and the Southerly boundary of said Lot 25 at a distance of 33.57 feet from its South West corner) and all of Lot 26 in Block 2 in Alsip Manor in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (P.I.N.: 24-34-103-019 and 24-34-103-020)
- Parcel 8: Lots 27 and 28 in Block 2 in Alsip Manor of the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (P.I.N.: 24-34-103-018; 24-34-103-017)
- Parcel 9: Lots 1, 2, 3, and 4 in Block 1 in Alsip Manor, being a subdivision in the North West 1/4 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded July 3, 1946, as Document #13836063 in Cook County, Illinois (P.I.N.: 24-34-104-001; 24-34-104-002; 24-34-104-003; 24-34-104-004)

Commonly known as approximately five (5) acres of vacant land located on south side of 127th Street, approximately 1/2 mile east of Cicero Avenue, in Alsip.

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SCHEDULE "C"  
LEGAL DESCRIPTION

This Schedule "C" is attached to and made an integral part of that certain Modification and/or Extension Agreement dated January 3, 1994, and one dated July 1, 1993, and one dated January 1, 1993 and one dated July 1, 1992, and one dated October 1, 1991 and one dated July 1, 1991 and one dated April 1, 1991 and that certain Renewal "Demand or Time Note" dated April 1, 1991 of the Note dated June 29, 1990 by and between First National Bank of Cicero, not personally, but as Trustee of Trust Number 6783 U/T/A/D July 17, 1980 ("Mortgagor") and First National Bank of Cicero, a National Banking Association ("Mortgagee").

Vacant Property approximately located on the Northeast corner of North Avenue and Ardmore Avenue in Villa Park, Illinois

PARCEL 1: Lot 28 in Addison Township Supervisor's Assessment Plat No 4, being the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North, Range 11, East of the Third Principal Meridian, reference being had to the record thereof, on June 8, 1944, as document 463411, in DuPage County, Illinois.

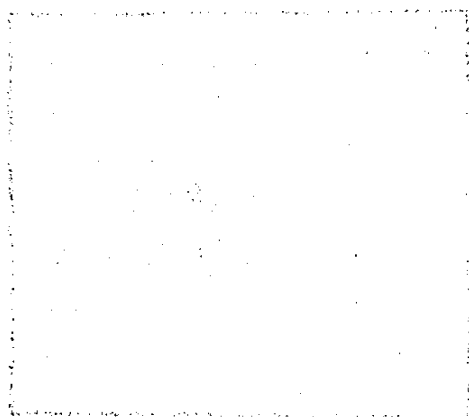
PIN: 03-34-301-033

PARCEL 2: The South 100 feet of Lot 31 in Addison Township Supervisor's Assessment Plat No. 4, being the West 1/2 of the Southwest 1/4 of Section 34 Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1944 as document 463411, in DuPage County, Illinois.

PIN: 03-34-301-019

PARCEL 3: Lot 31 (Except the North 100 feet thereof) in Addison Township Supervisor's Assessment Plat No. 4, being the West 1/2 of the Southwest 1/4 of Section 34, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1944 as document 463411, in DuPage County, Illinois.

PIN: 03-34-301-018



County Clerk's Office

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Officer Initial:	_____
Approvals:	_____
Discipline Officer Review:	<i>me</i>
Note: See 110	_____
Data Entry:	_____
Verification:	_____