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LOAN NUMBER-9048190

## MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the First day of July, 1994, by and between PINNACLE BANK, A Corporation of Illinois, successor to FIRST NATIONAL BANK OF CICERO the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and PINNACLE BANK successor by merger to FIRST NATIONAL BANK OF CICERO, not personally, but as Trustee under Trust Agreement dated May 26, 1989 and known as Trust Number 9765, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

### WITNESSETH:

The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 (\$1,100,000.00) dated JUNE 15, 1989, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded JUNE 22, 1989 and Modification and/or Extension Agreements dated July 1, 1990, July 1, 1991, July 1, 1992 and July 1, 1993 and recorded in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 89284372, 90363110, 91563079, 92820215 and 93777807, respectively, conveying to PINNACLE BANK, an Illinois Corporation, successor by merger to FIRST NATIONAL BANK OF CICERO, A National Banking Association, to certain real estate in COOK County, Illinois and described as follows:

SEE ATTACHED EXHIBIT "A"

1. The amount remaining unpaid on the indebtedness is \$749,389.50 (the "Indebtedness") as of July 1, 1994.
2. The collateral securing the original Installment Note dated June 15, 1989 remains as follows:
  - a) A Security Interest in the furniture, furnishings, office equipment, service and parts equipment, removable trade fixtures, machinery and shop tools, special tools and equipment, parts bins, signs, and all leasehold improvements, owned by Gerald M. Gleason, individually, and located at: 515 W. Lake Street, Oak Park, IL, and 7200 and 7212 W. Roosevelt Road, Forest Park, IL; pursuant to an Equipment Security Agreement dated June 15, 1989.

and

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b) A Collateral Assignment of a Life Insurance Policy insuring the life of Gerald M. Gleason in the amount of \$300,000.00, issued by Ford Motor Company Dealer/Owner Group Life Insurance and known as the Gerald M. Gleason certif. # F41065A, pursuant to a Life Insurance Collateral Assignment dated June 15, 1989. \*

\* The Insurer is the Travelers Insurance Company, pursuant to the Group Policy Issued to Ford Motor Company under the Ford Motor Company Dealer/Owner Group Life Insurance Office, known as Group Life Policy No. G142000 and No. GA142000.

3. and the entire principal sum and interest from July 1, 1994 shall be payable as follows:

Installments of principal and interest in the amount of Eleven Thousand and no/100 (\$11,000.00) beginning on the First day of August, 1994, and the First day of each month thereafter for the next Forty Seven (47) consecutive months and;

A final payment of the remaining principal and interest balance due and payable on July 1, 1998.

If accrued interest due monthly at any time should exceed the total monthly principal and interest payment of \$11,000.00, per month, the borrower agrees to pay the amount necessary to pay the total accrued interest due for said month(s).

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of R + 2.50% per annum.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

3. This agreement is supplementary to said Mortgage or Trust Deed and said Note. 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 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.

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

PINNACLE BANK, SUCCESSOR TO FIRST NATIONAL BANK OF CICERO, AS TRUSTEE UNDER TRUST AGREEMENT DATED May 26, 1989 AND KNOWN AS TRUST NUMBER 2765 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

BY: *Glenn J Richter*  
ITS: VICE PRESIDENT

ATTEST: *Nancy Judda*  
ITS: ASSISTANT SECRETARY

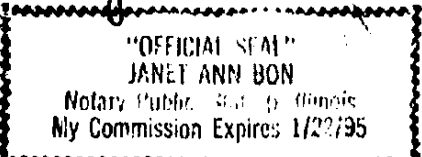
We hereby acknowledge and concur in the foregoing extension and we personally guarantee payment of all amounts provide therein:

*Gerald M Gleason*  
Gerald M. Gleason

STATE OF ILLINOIS  
COUNTY OF

I, THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT GLENN J. RICHTER, VICE PRESIDENT of PINNACLE BANK and NANCY FUDALA, 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 as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said ASSISTANT SECRETARY own free and voluntary act of said Company, for the uses and purposed therein set forth.

Given under hand and Notarial Seal this 11<sup>th</sup> day of July, 1994.



*Janet Ann Bon*  
NOTARY PUBLIC

INSTRUMENT PREPARED BY: RUSSELL J. ARMSTRONG, VICE PRESIDENT,  
PINNACLE BANK, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN TO: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD AVE,  
LAGRANGE PARK, IL 60525

94227676

DEPT-01 RECORDING \$43.50  
TW0888 TRAN 0237 08/16/94 14:53:00  
#2062 # JB \*-94-727676  
COOK COUNTY RECORDER

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## PARCEL 1:

LOT 1 AND THE EAST 30 FEET OF LOT 2 ALL IN BLOCK 3 IN BLACKSTONE ADDITION TO OAK PARK SAID ADDITION BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTH 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-07-400-006

## PARCEL 2:

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 41 IN THE VILLAGE OF RIDGELAND, A SUBDIVISION IN THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOTS 8 AND 9, EXCEPT THE NORTH 40 FEET OF LOT 8, THE WEST 50 FEET OF THE SOUTH 40 FEET OF THE NORTH 80 FEET OF LOT 8 AND THE WEST 30 FEET OF THAT PART LYING SOUTH OF THE NORTH 80 FEET OF SAID LOT, IN BLOCK 41, IN THE VILLAGE OF RIDGELAND, AND ALL THAT PART OF NORTH BOULEVARD LYING SOUTH OF AND ADJOINING LOT 8 (EXCEPT THE WEST 30.0 FEET THEREOF) AND LOT 9 IN BLOCK 41, IN VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND ALSO THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN'S OF PARCELS 2 AND 3: 16-07-226-003; 16-07-226-004;  
16-07-226-005; 16-07-226-010

CKR: 515 WEST LAKE STREET  
OAK PARK, ILLINOIS

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