

AGREEMENT dated as of August 10, 1994 between Bank One, Chicago, NA not personally, but as Trustee under Trust Agreement dated September 22, 1992 and known as Trust No. TWA-1056

COOK COUNTY, ILLINOIS FILED FOR RECORD

1994 SEP 16 PM 2:30

94812155

general partnership or joint venture limited partnership

738812155

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- Mortgagor: Bank One, Chicago, NA ("Bank"); and Dennis J. O'Keefe and Mary Jo Barratt ("Guarantor" or "Guarantors").
A. Mortgagor is indebted to Bank in the principal sum of One Million Dollars and 00/100 Dollars (\$1,000,000.00) as evidenced by a Mortgage Note ("Note") dated as of Sept. 22, 1992...
B. Said Note is also secured by the Guaranty of Payment and Performance dated as of September 28, 1992...
C. Mortgagor (X) and Guarantor(s) has/have requested an additional loan in the amount of One Million One Hundred Thousand & 00/100 Dollars (\$1,100,000.00) an extension of the maturity date of the Note from October 10, 1997 to August 2, 1999...
D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated August 10, 1994...

AGREEMENTS

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:
1. Mortgagor (X) and Guarantor(s) does/ do hereby acknowledge that the Mortgage (X) Assignment of Rents, (X) Guaranty and other applicable Security Documents are in full force and effect.
2. The Mortgage, (X) Assignment of Rents and other Security Documents are hereby modified to provide that such Instruments continue as collateral security for repayment of the Replacement Note.
3. Guarantor(s) (do) (does) hereby reaffirm and ratify the Guaranty.
4. In all other respects, the Mortgage, (X) Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.
5. In the event the Mortgagor executing this Agreement is an Illinois land trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security document referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Evanston Illinois as of the date first above written.

"ATTACHED EXEMPTION RIDER IS INCORPORATED HEREIN"

MORTGAGOR: Partnership / Joint Venture: [] Land Trust: [X] Bank One, Chicago, NA as Trustee under Agreement dated September 22, 1992 and known as Trust No. TWA-1056 and not personally By: OLGA L. STOKES VICE PRESIDENT & TRUST OFFICER

BANK: Bank One, Chicago, NA By: [Signature] President
GUARANTORS: Dennis J. O'Keefe, Mary Jo Barratt

STATE OF ILLINOIS COUNTY OF Cook SS
I, MARTINE F. GABCO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that DENNIS J. O'KEEFE and MARY JO BARRATT personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this 10th day of August 1994.
Notary Public, State of Illinois My Commission Expires 2/18/98

STATE OF ILLINOIS COUNTY OF Cook SS
I, MARTINE F. GABCO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that ROBERT E. NIEMAN personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.
Given under my hand and seal this 10th day of August 1994.
Notary Public

Document prepared by: Dan Lapidus and to be returned to: Bank One, Chicago, NA 800 Davis Street Evanston, Illinois 60201

BOX 333-CTE

UNOFFICIAL COPY

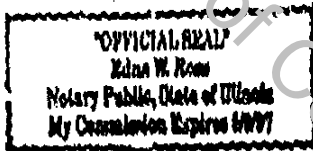
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, EDNA W. ROSS, A Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that OLGA L. STOKES, Vice President and LALAIN E. ACLAN, Administrative Assistant personally known to me to be the same person(s) whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~for~~(they) signed, sealed and delivered the said instrument as ~~their~~(their) free and voluntary act, for the uses and purpose and in the capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 31st day of AUGUST, 1994.



Edna W. Ross

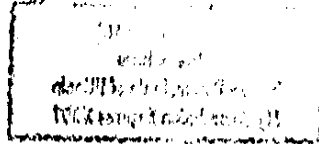
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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BANK ONE, CHICAGO, NA
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

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ALL COPIES MUST BE
MAILED TO THE
CLERK OF COOK COUNTY



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007388122 8K
STREET ADDRESS: 1101-07 Central
CITY: Wilmette, IL 60093 COUNTY: Cook
TAX NUMBER: 05-34-111-008

LEGAL DESCRIPTION:

THE NORTH 110 FEET OF LOT 1 IN BLOCK 18 IN VILLAGE OF WILMETTE IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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