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LOAN MODIFICATION AND EXTENSION AGREEMENT

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This is a Loan Modification and Extension Agreement ("Agreement") dated December 15, 1993, by and between Harris Bank Hinsdale, National Association ("Mortgagee"), Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated May 31, 1991 and known as Trust No. L-2904 ("Mortgagor") and Baldinelli's Pizza, Inc. and Donald Baldinelli and Mary Jane Baldinelli ("Co-Obligors").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligors in the original principal sum of Ninety Eight Thousand Five Hundred Eighty Three and 08/100 Dollars (\$98,583.08). Mortgagor's and Co-Obligor's obligation to repay said loan is evidenced by a promissory note ("Note") dated December 15, 1992 and is secured by a mortgage ("Mortgage") dated December 15, 1992 and recorded February 3, 1993 in the Recorder's Office of Cook County, Illinois as Document No. 93089758 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook County, Illinois and legally described on Exhibit A hereto.

(said Note and Mortgage are hereinafter referred to as the "Loan Documents")

Mortgagor and Co-Obligors have asked Mortgagee to extend the maturity date of the Note and Mortgagee is willing to extend the maturity date of the Note on the terms and conditions set forth herein.

In consideration of the foregoing, and of the mutual promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of one and one quarter percent (1.25%) over the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and when there is a change in said prime rate. The prime rate of interest as of the date of this Agreement is five and one half percent (5.50%).
2. Commencing January 15, 1994 and on the fifteenth day of each successive month thereafter, Mortgagor and Co-Obligors shall pay monthly installments of principal and interest in the sum of \$1,500.00.
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on December 15, 1994 (the "Maturity Date").
4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.

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- 5. Mortgagor and Co-Obligors hereby acknowledge and agree that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In all other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement this 15th day of December, 1993.

The provisions appearing on the reverse side of this page are incorporated herein by reference and are hereby made a part of this document.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated May 31, 1991 and known as Trust No. L-2904

By: *James Ables*
Assistant Vice President

Attest: _____
Assistant Vice President

IN WITNESS WHEREOF, Co-Obligors have executed this Agreement this 15th day of December, 1993.

Baldinelli's Pizza, Inc.

X *Donald Baldinelli*
Donald Baldinelli, President

X *Donald Baldinelli*
Donald Baldinelli

X *Mary Jane Baldinelli*
Mary Jane Baldinelli

IN WITNESS WHEREOF, Mortgagee has executed this Agreement this 15th day of December, 1993.

Harris Bank Hinsdale, National Association

By: *Edward Jones*
Vice President

This document was prepared by:

Wendy Wrann/EJL
Harris Bank Hinsdale, N.A.
50 South Lincoln Street
Hinsdale, Illinois 60521

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This document is made and executed by HARRIS BANK Hinsdale, as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that HARRIS BANK Hinsdale enters into same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities, representations, warranties, covenants or undertakings of HARRIS BANK Hinsdale, or for the purpose of binding HARRIS BANK Hinsdale personally, but are made and intended for the purpose of binding only that portion of the Trust Property described herein and this document is executed and delivered by HARRIS BANK Hinsdale not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon HARRIS BANK Hinsdale as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, HARRIS BANK Hinsdale, its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the Trust Property or in the use and occupancy thereof, all such liability, if any, being expressly waived and released. It is further understood and agreed that HARRIS BANK Hinsdale, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

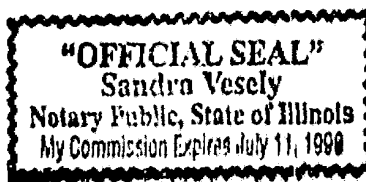
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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Janet Hale and *Michael R. Morrison* who are Assistant Vice President/Trust Officer and Assistant Vice President of Harris Bank Hinsdale, N.A., personally known to me, to be the same person 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 official seal this 15th day of December, 1993.

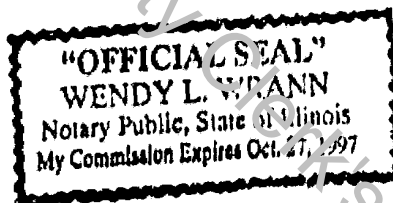
Sandra Vesely
Notary Public



State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that James Donald Baldinelli, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 15th day of December, 1993.

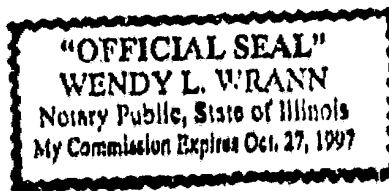
Wendy L. Wrann
Notary Public



State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Mary Jane Baldinelli, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 15th day of December, 1993.

Wendy L. Wrann
Notary Public



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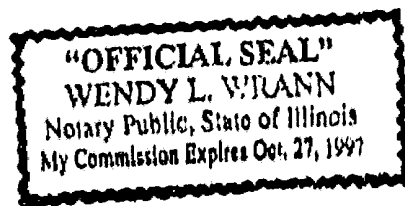
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State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Edward J. Lynch, who is Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 15th day of December, 1993.


Notary Public



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EXHIBIT "A"

That part of Lots 3, 5 and 6 both inclusive in Block 20 taken a a tract in Robert Bartlett's Homestead Development Number 1, being a subdivision of part of the Southwest 1/4 of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner lot said Lot 3; thence due south along the East line of said Lot 3 for a distance of 104.39 feet to a point; thence South 89 degrees 57 minutes 52 seconds West for a distance of 4.94 feet to a point; thence South 0 degrees 02 minutes 08 seconds East for a distance of 89.98 to a point of beginning, said point lying on the Easterly extension of the center line of a party wall; thence South 89 degrees 58 minutes 01 seconds West along the center line of a party wall and the Easterly and Westerly extensions thereof for a distance of 85.00 feet to a point; thence South 0 degrees 02 minutes 08 seconds East for a distance of 32.02 feet to a point; thence North 89 degrees 57 minutes 52 seconds East for a distance of 85.00 feet to a point; thence North 0 degrees 02 minutes 08 seconds West for a distance of 32.02 feet to a point of beginning; all in Cook County, Illinois.

Property commonly known as: 12633 (9th) Ct. #8, Palos Heights, Illinois 60463

P.I.N. 24-30-321-016-0000

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