PREPARED BY AND RETURN TO DANIEL MOTYKA COMERICA BANK 8700 M. WAUKEGAN ROAD MORTON GROVE, IL 60053

LOAN # 2723872

94079034

DEPT-01 RECORDING

T\$0000 TRAN 6276 01/25/94 09:38:00 #1650 # #-94-079034

COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

instrument is an Agreement among Edwards Construction Co., Inc. and COMERICA BANK - ILLINOIS, As Successor In Interest by Merger to Affiliated Bank as successor in interest by merger to Affiliated Bank/Western national formerly known as Western National Bank of Cicero.

RECITALS

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- Mortgagor is the owner of the real estate described in Exhibit "A" hereto ("Feal Estate").
- B. On September 1, 1980, Mortgagor executed and delivered to Lender its Note in the principal amount of Ninety Thousand (\$90,000), to evidence a low in that amount.
- To secure payment of the Note, the following documents were executed and delivered:
- 1. A Mortgage recorded with the Recorder of Deeds of Cook County, Illinois, on September 17, 1980 as Document Number 25587423, wherein the Mortgagor mortgaged the Real Estate to A Mortgage recorded with the Recorder of Deeds of Lender.
- A Guaranty of Note and Mortgage wherein Guarantors Guaranteed the payment of the Note.
- 3. An Assignment of Rents recorded with the Recorder of Deeds of Cook County, Illinois, on September 17, 1980 as Document Number 25587424, wherein Mortgagor assigned to Lender the lents and income from Real Estate.
- A Modification Agreement dated August 1, recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 88472372.
- D. The Note matures and is payable on August 1, 1993. The Borrowers requested that Lender (a) extend the maturity date of the Note to August 1, 1998; (b) amortize the principal amount of the Note over twelve (12) years; and (c) reduce the current interest rate under the Note to Nine and One Half Percent (9.5%) Fixed; (d) make additional monthly principal payments in the amount of \$301.34.



WHEREFORE, it is agreed as follows:

- 1. To evidence the new maturity date, the reduced interest rate, and monthly principal amortization payments Mortgagor shall deliver to Lender at the execution and delivery of this Agreement an Amended and Restated Mortgage Note dated as of the date hereof (the "Restated Note"), payable to the order of Lender in the principal amount of Fifty Two Thousand Nine Hundred Sixty Five and 70/100 (\$52,965.70) At the reduced interest rate of Nine and One Half Percent (9.5%) Fixed with monthly principal and interest payments as follows: Principal and interest payment of (\$617.78) based on a 12 year amortization with (\$301.34) in additional principal for a total payment of (\$919.12) commencing August 1, 1993.
- 2. Except as modified in paragraph 1 above, the Note and Loan Documents remain in full force and effect according to their terms.
- 3. Guaranters, jointly and severally, and unconditionally, reaffirm their Guarantees of the obligation of Borrower to Lender under the provisions of the Note and Loan Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered co. August 19, 1993.

Stan C. Rosendahl, Vice President Frances Powers, Assistant Vice President

<u>.</u>

By: Name of

CHADANTORS

By: Hober Hanolic

EDWARDS STEEL CONSTRUCTION

Robert Zakorik a/k/a Robert J Zahorik

Mainard Berkman

PARCEL 1: Lots 1 and 2 in Block 8 in Maun and Goodmans Subdivision of Lots 6, 13 and 24 in J. H. Whiteside and Company's Hadison Street Addition in Section B, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

ALSO

PARCEL 2: All that part of Lot 7 in J. H. Whiteside and Company's Madison Street Addition in Section 8. Township 39 North, Range 12. East of the Third Principal Meridian lying North of a straight line drawn from a point in the Nest line of said Lot 7, 7.2 feet South of the North West corner of said Lot to the South East corner of Lot 2 in Block 8 in Maun and Goodmans Subdivision of Lots 8, 13 and 24 of said J. H. Whiteside and Company's Madison Street addition in Cook County. Illinois.

COMMONLY KNOWN AS: 4001-09 WARREN AVF, MILLSIDE, ILLINOIS, 60162

94073034

STATE OF ILLINOIS)

SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert Zahorik 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 own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of Augusto, 1993.

"OFFICIAL SEAL"

PAMELA K. SEITZ

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/26/95

STATE OF ILLINOIS)
) SS
COUNTY OF COOK }

94073034

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Mainard Birkman 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 own free and voluntary act for the uses and purposes therein set forth.

of tugest 1993.

Notary Public

STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	
The undersigned, a Notary Public in	
County aforesaid, does hereby certify that	Stan C. Rosendani
and Frances Powers	Section
President and <u>Assistant Vice President</u> respectively, of Comerica Bank - Illinois,	
to be the rane persons whose names are subsc	ribed to the foregoing
instrument, appeared before me this day in p	erson and acknowledged
that they signed and delivered the said in	strument as their own
free and voluntary act and as the free and	voluntary act of said
institution, for the uses and purposes ther	ein set forth.
Oc	and a
GIVEN under my hand and Notarial Seal	this 19th day
of Hugust 1993.	
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Notary Publ	.10
"OFFICIAL SEAL"	
PAMELA K. SEITZ	
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10/26/95	
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STATE OF ILLINOIS)	10/4,
) SS	C _A
COUNTY OF COOK)	4
The undersigned, a Notary Public in	and for the State and
County aforesaid, does hereby certify that	
and	U _X
President and	of Edwards Steel
Construction Co., Inc. personally known	
persons whose names are subscribed to the	
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 voluntar	y act of said Trustee,
for the uses and purposes therein set forth	l.
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GIVEN under my hand and Notarial Seal	this 19th day
of	
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	E. Heart