

94240518

Prepared by and Mail to:
Timley Park Bank, 16255 S. Harlem Avenue
Timley Park, Illinois 60477

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 1st day of December, 1993, between TIMLEY PARK BANK, an Illinois banking corporation, hereinafter called Bank, and THE STEEL CITY BANK, formerly known as THE STEEL CITY NATIONAL BANK TRUSTEE, UNDER TRUST #3170, WORTH BANK AND TRUST, TRUSTEE UNDER TRUST #2536, PSM AUTO CARE CENTER, INC, the Obligor(s) under the Note and the Owner(s) of the property securing the same, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$235,000.00) DOLLARS, dated May 31, 1990, secured either in whole or in part by Mortgage recorded as Document(s) R90 030124, R90 030125, R90 030126 and 90264433, covering property as described on EXHIBIT "A", "B", "C" and "D" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from December 1, 1993 to March 1, 1994.
- (X) As of the date hereof, the amount of the principal indebtedness is TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 (235,000.00) DOLLARS.
- () The rate of interest charged under the Note will be at _____ percent per annum () in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than _____ percent per annum ().
- () The installments of principal and interest shall be changed beginning _____, 19____ to a payment of (\$ _____) DOLLARS, and a like payment on the _____ day of each _____ and every _____ thereafter, except that all sums due, if not sooner paid, shall be due and payable on _____, 19_____.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

BY Diane R. Nagel
DIANE R. NAGEL, VICE PRESIDENT

SECOND PARTY:

STEEL CITY BANK formerly known as STEEL CITY NATIONAL BANK, AS TRUSTEE AND WORTH BANK AND TRUST AS TRUSTEE

Anthony B. Menor
TRUST & LOAN OFFICER
PSM AUTO CARE CENTER, INC,

Anthony B. Menor
ANTHONY B. MENOR, PRESIDENT

Gerald J. Sramek
X GERALD J. SRAMEK, SECRETARY

CONSTITUTED TO BY GUARANTORS:
Anthony B. Menor
ANTHONY B. MENOR, GUARANTOR
Gerald J. Sramek
GERALD J. SRAMEK, GUARANTOR

WORTH BANK AND TRUST, as Trustee see Rider attached and made a part hereof

This instrument is executed by THE STEEL CITY BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE STEEL CITY BANK OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against THE STEEL CITY BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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FIRST PARTY
STATE OF ILLINOIS

UNOFFICIAL COPY

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Diane R. Nagel

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

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

Elizabeth J. Adcock
Notary Public

SECOND PARTY
STATE OF ILLINOIS

ss. INDIVIDUALS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named ANTHONY R. MEHOK AND GERALD J. SRAMEK

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

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

Elizabeth J. Adcock
Notary Public

STATE OF ILLINOIS

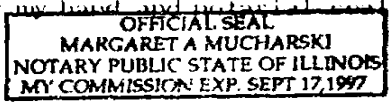
ss. CORPORATIONS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Pamela Semel **TRUST & LOAN OFFICER**

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of February, 1994



Margaret A. Mucharski
Notary Public

STATE OF ILLINOIS

ss. PARTNERSHIPS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994

Notary Public

DEPT-01 RECORDING \$57.50
T#0012 TRAN 6256 03/17/94 11:06:00
#0586 SK *-94-240518
COOK COUNTY RECORDER

STATE OF ILLINOIS

UNOFFICIAL COPY

MODIFICATION AND EXTENSION AGREEMENT
 This DATED DECEMBER 1ST, 1993 is executed by WORTH BANK AND TRUST, not personally, but as Trustee under Trust No. 2536, and 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 the 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, representation, 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 the WORTH BANK AND TRUST or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: FEBRUARY 10, 1994

WORTH BANK AND TRUST, as Trustee
and not personally

BY: [Signature]
ASSISTANT TRUST OFFICER

ATTEST: [Signature]
OPERATIONS MANAGER

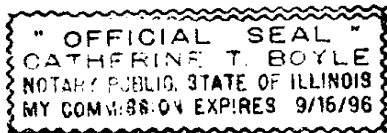
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, do hereby certify that JEANNE J. PRENDERGAST of the WORTH BANK AND TRUST and

MARISA BRAASCH of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument

as such Assistant Trust Officer and Operations Manager 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as 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 10th day of February A.D. 1994



[Signature]
Notary Public

9100018

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EXHIBIT "A" 4 0 1 1

Lots 1 and 2, in Adams Subdivision, a Subdivision of part of the Northeast Quarter of Section 24, Township 36 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded June 2, 1966 as Document R86-20867, in Will County, Illinois.

PIN: 04-24-203-001 (Affects Lot 1)
04-24-203-002 (Affects Lot 2)

Common Address: Lots 1 and 2
Adams Subdivision
Lockport, Illinois 60441

Property of Cook County Clerk's Office

EXHIBIT "B"

Lot 5, in Spring Creek Trails, a Subdivision of part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded January 5, 1979 as Document No. R79-0622 and Letter of Correction recorded November 2, 1979 as Document No. R79-41048, in Will County, Illinois.

PIN: 95-24-302-005

Common Address: 12461 Mackinac Road
Lockport, Illinois 60441

EXHIBIT "C"

Lot 10 in Unit No. 1, of De Beer Woods Subdivision, being a Subdivision of part of the Southeast Quarter of Section 24, and also part of the Northeast Quarter of Section 25, in Township 36 North, and in Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded June 14, 1977 as Document No. R77-20117, and Certificate of Correction recorded July 8, 1977 as Document No. R77-23933, in Will County, Illinois.

PIN: 05-24-405-001

Common Address: 16531 Catawba
Lockport, Illinois 60441

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Lot 60 in Oak Forest Terrace Phase II-C being a Subdivision of the North 750 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian (excepting therefrom that part of Lot 60 described as follows: Beginning at the most Northwest Corner of said Lot 60; thence North 90 Degrees 00 Minutes 00 Seconds East on the North Line of Lot 60, a distance of 54.50 feet; thence South 0 Degrees 00 Minutes 00 Seconds West on the Lot Line of said Lot 60 and said Lot line produced South a Distance of 49.62 feet to the Centerline of an 8" Party Wall; thence North 89 Degrees 43 Minutes 25 Seconds West in the Centerline of said 8" Party Wall, a Distance of 26.50 feet; thence South 0 Degrees 00 Minutes 00 Seconds West, a Distance of 4.25 feet to a Corner of said Lot 60; thence North 90 Degrees 00 Minutes 00 Seconds West on the Lot Line of Lot 60, a Distance of 28.0 feet; thence North 00 Degrees 00 Minutes 00 Seconds East on the Lot Line of Lot 60, a Distance of 54.0 feet to the Point of Beginning) in Cook County, Illinois.

Also

Parcel 2

Garage Lots G-169/G-174 in Oak Forest Terrace Phase II-C being a Subdivision of the North 750 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PI#: 28-17-413-061 and 28-17-413-042

Common Address: 5819 Corey
Oak Forest, Illinois 60452

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Property of Cook County Clerk's Office