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### MODIFICATION AND EXTENSION TO MORTGAGE AND PROMISSORY NOTE

This Modification and Extension to Mortgage and Promissory Note entered into this 1st day of November, 1993, by and between Brian E. Baldwin and Debra A. Baldwin, (hereinafter referred to as "Mortgagors") and LaSalle Northwest National Bank, National Banking Association (hereinafter referred to "Mortgagee").

#### WITNESSETH:

WHEREAS, Mortgagee 14 a party to a Promissory Note dated January 10, 1990 in the principal amount of \$267,650.00 (the "Note") in favor of LaSalle Northwest National Bank (the "Mortgagee"), which Promissory Note is secured by the Mortgage dated January 10, 1990 (the"Mortgage") which was recorded on January 31, 1990 as Document No. 90049931 in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Promissory Note, the Mortgagee executed an Assignment of Rents and Leases dated January 10, 1990 which was recorded on January 31, 1990 as Document No. 90049932 in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$260,60.34 remains unpaid as of the date hereof on the Promissory Note; and

WHEREAS, Mortgagee has agreed to modify and extend the aforementioned Mortgage and Promissory Note on the terms and conditions as set forth herein;

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid mortgage is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

affect and shall be void;

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

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NOW THEREFORE, in consideration of the mutual covenants

- 2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Promissory Note to be performed by Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.
- 3. IT IS FURTHER AGREED, HOWEVER, that the Mortgage and Promissory Note on which there is an outstanding balance of \$260,601.34 and which is due currently to be paid in full no later than Pebruary 1, 1995 shall be modified and extended to mature on November 1, 1998. Said note shall bear interest from the date hereof at a per annum rate of nine parcent (9.00%). Principal and interest are payable monthly on the 1st day of each month commencing on December 1, 1993 in monthly installments of \$2,186.96 with a final payment of all unpaid principal and interest due and payable on the 1st day of November, 1998. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.
- 4. Said Mortgage and Promissory Note as modified and extended is subject to all the provisions contained in said Mortgage and Promissory Note and Mortgagor specifically agrees, recognizes and affirms the Mortgage and Promissory Note are modified and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Promissory Note.
- 5. Mortgagor agrees that if a default is made in the payment of any principal or interest in the Promissory Note as modified and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the

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Mortgage, the Promissory Note, any Guaranty or other instrument securing repayment of the Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Mortgagee, as holder of the Promissory Note, become due and payable immediately without further notice.

- 6. All the real property described in the Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein.
- The term "Promissory Note" as used herein shall be construed to mean the Promissory Note and the Promissory Note as extended, and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- The original signed copy of this Modification and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Kodification and Extension together with the original Mortgage and Promissory Note shall constitute the terms and conditions of the Hortgage and Promissory Note and be binding upon Mortgagor and their Euccessors and assigns.

IN WITHESS WHEREOF, the parties have executed this Modification and Extension Agreement all as of the day and year first written above.

Subscribed and sworn to before me

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LaSalle Northwest National Bank

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Assistant Vice President

this 30th day of March 2994.

Notary Public

OFFICIAL SEAL LESLEY J. WAZELLE Notary Public, State of lianois

Subscribed and swirmy tember troits 1/7/97 this 30th day of Merchy 49 Forences

Attest: Taciley / Moraille Notary Public

OFFICIAL SEAL LESLEY J. WAZELLE Notary Public, State of Identification My Commission Expires 1/7/97

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#### Exhibit "A"

The South 165 Feet of the East 187.46 Feet of the South 1/2 of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom if any a parcel of land in the East 1/4 of the North East 1/4 of said section being that part lying within a strip of land 145 Feet in width 55 Feet in width to Right and 90 Feet to Left of Center described as follows: commencing at the South East Corner of the North East 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian and thence Wasterly along the South Line of the said North East 1/4 of Section 3), a distance of 242.46 Feet to the intersection of the Center Line of the proposed channel improvement for the point of beginning thence 2 Degrees 08 Minutes 35 Seconds West along the Center Line of the proposed channel improvement a distance of 742.01 Feet; thence to the left along a curve having a radius of 300.33 Feet a distance of 114.19 Feet thence North 24 Degrees 01 Minutes 48 Seconds with a distance of 118.68 Feet; thence to the Right along a curve having a radius of 300.33 Feet a distance of 142.54 Feet; thence North 3 Degrees 17 Minutes 25 Seconds East a distance of 423.20 Feet; thence to the Right along a curve having a radius of 287.94 Feet a distance of 208.75 Feet; thence North 45 Degrees 02 Minutes 25 Seconds East, a distance of 269.12 Feet to the intersection of the Center Vine of the proposed channel improvement with the East Line of the eccresaid North East 1/4 of Section 31, which point is 764.22 Feet Southerly along said East Line from the North East Corner of Section 11, Township 38 North, Range 12 East of the Third Principal Meridian and also excepting therefrom that part taken and used for public roads and highways, in Cook County, Illinois.

Commonly known as: 8240 S. Wolf Road

Willow Springs, Illinois 60480

P.I.N. 18-31-203-012

This document prepared by: Lesley J. Wazelle LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641

