

# UNOFFICIAL COPY

95423797

DEPT-01 RECORDING \$37.00  
T#0012 TRAN 4931 06/30/95 11:22:00  
#9534 JIM # - 95-423797  
COOK COUNTY RECORDER

59440598 LOAN MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement ("Agreement") dated as of May 14, 1995 by and between Harris Bank Hinsdale, National Association ("Mortgagee"), Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated June 15, 1990 and known as Trust No. L-2644 ("Mortgagor") Four Star Investments, Inc. and Brad S. O'Halloran ("Co-Obligors").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligors in the original principal sum of Five Hundred Forty Two Thousand Four Hundred and No/100 Dollars (\$542,400.00) and increased to Six Hundred Thousand and No/100 Dollars (\$600,000.00). Mortgagor's and Co-Obligors' obligation to repay said loan is evidenced by a promissory note dated August 7, 1990 and renewal note dated May 14, 1992 ("Note"), and secured by a mortgage ("Mortgage") dated August 7, 1990 and recorded August 10, 1990 in the Recorder's Office of Cook County, Illinois as Document No. 90389430 mortgaging, granting, and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in DuPage County, Illinois and legally described on Exhibit A hereto.

As additional security for the loan, the following documents have been executed and delivered to Mortgagee:

1. Assignment of Leases and Rents dated August 7, 1990 made by Mortgagor to Mortgagee and recorded August 10, 1990 in the Recorder's Office of Cook County, Illinois as Document No. 90389431.

2. Collateral Assignment dated August 7, 1990 of 100% of the beneficial interest in and to Harris Bank Hinsdale, National Association Land Trust dated June 15, 1990 and known as Trust No. L-2644 containing property commonly known as 12560 Holiday Drive, Units A, C and D, Alsip, Illinois executed by Four Star Investments, Inc..

3. Guaranty dated August 7, 1990 made by Four Star Investments, Inc. for the benefit of Mortgagee.

BOX 333-CTI

372

95423797

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

4. Guaranty dated August 7, 1990 made by Brad S. O'Halloran for the benefit of Mortgagee.

(Said Note, Mortgage, Assignment of Leases and Rents and additional documents are hereinafter referred to as the "Loan Documents").

Mortgagor and Co-Obligors have asked Mortgagee to extend the maturity date of the Note and Mortgage and Mortgagee is willing to extend the maturity date of the Note and Mortgage 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. Beginning May 14, 1995, the balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of nine percent (9.00%) fixed, per annum.
2. Commencing June 14, 1995 and on the fourteenth (14th) day of each successive month thereafter until the maturity date set forth below, Mortgagor and Co-Obligors agree to pay monthly installments of principal and interest in the sum of Five Thousand Thirty Five and 10/100 Dollars (\$5,035.00) until the principal indebtedness and all accrued interest and other charges have been paid in full.
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 May 14, 2000 (the "Maturity Date").
6. 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.
7. 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.

This document is made and executed by Harris Bank Hinsdale, N.A. as Land Trustee, and is accepted upon the express understanding and agreement of the parties hereto that Harris Bank

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

# UNOFFICIAL COPY

Hinsdale, N.A. enters into the 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, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. 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, N.A. 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, N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris Bank Hinsdale, N.A. or 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, N.A. 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.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement this 26<sup>th</sup> day of June, 1995.

Harris Bank Hinsdale, N.A. as Trustee under  
Trust L-2644

By: *James H. H. H.*  
Assistant Vice President/Trust Officer

Attest: *Susan Superina*  
Title: Assistant Vice President

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-28

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Co-Obligors have executed this Agreement this 2<sup>nd</sup> day of June, 1995.

FOUR STAR INVESTMENTS, INC.

BY: Brad S. O'Halloran  
President

BY: Brad S. O'Halloran  
Secretary

Brad S. O'Halloran  
Brad S. O'Halloran

IN WITNESS WHEREOF, Mortgagee has executed this Agreement this 26<sup>th</sup> day of June, 1995.

HARRIS BANK HINSDALE, NATIONAL  
ASSOCIATION

By: [Signature]  
Assistant Vice President

95-23797

Prepared by and mail to:

Barbara Ahern/ba  
Harris Bank Hinsdale  
50 S. Lincoln Street  
Hinsdale, IL 60521

UNOFFICIAL COPY

Property of Cook County Clerk's Office

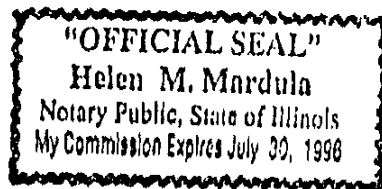


# UNOFFICIAL COPY

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 James Halk, who is Assistant Vice President of Harris Bank Hinsdale, National Association, and Anderson Ferguson, who is Assistant Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth. Given under my hand and seal this 26th day of May, 1995.

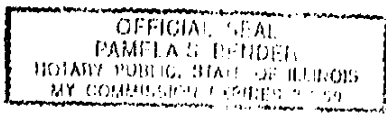
Helen M. Mardula  
Notary Public



State of Illinois )  
County of Du Page )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Brad S. O'Halloran, who is President and Secretary of Four Star Investments, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Secretary respectively, 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 23rd day of June, 1995.

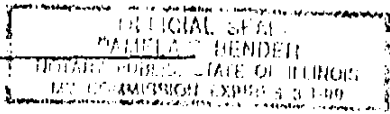
Pamela A. Bender  
Notary Public



State of Illinois )  
County of Du Page )

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Brad S. O'Halloran, 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 23rd day of June, 1995.

Pamela A. Bender  
Notary Public



95423797

UNOFFICIAL COPY

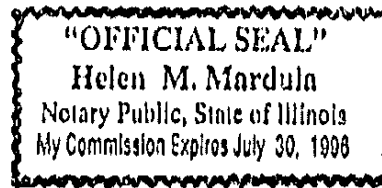
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

State of Illinois     )  
County of Du Page    )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Jeffrey S. Grimes, who is Assistant 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 26th day of June, 1995.

Helen M. Mardula  
Notary Public



Property of Cook County Clerk's Office

95423797

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/20 10:00 AM

# UNOFFICIAL COPY

## EXHIBIT A

UNIT A; C AND D IN HOLIDAY INDUSTRIAL CONDOMINIUM UNIT NUMBER 2 AS SET FORTH ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 4 IN CONCEPTS, A SUBDIVISION OF LOT 4 IN HOLIDAY PARK SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM MADE BY HERITAGE COUNTY BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 1985 AS TRUST NUMBER 2675 RECORDED AS DOCUMENT 87-100709, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.      24-28-400-068-1001 UNIT A  
              24-28-400-068-1003 UNIT C  
              24-28-400-068-1004 UNIT D

COMMONLY KNOWN AS 12560 HOLIDAY DRIVE, ALSIP, ILLINOIS

95423797

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

7/1/2011 10:00 AM