

- DEPT-01 RECORDING \$33.5 T40008 TRAN 7275 07/03/95 11:20:00 45143 4 St. #-95-429013
 - COOK COUNTY RECORDER

SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

This Supplement and Extension to Trust Deed and Note entered into this first day of April, 1995, between PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association and First National Bank of Der Plaines, as Trustee under Trust Agreement dated August 1, 1983 and known as Trust Number 13431345 ("Mortgagor") for the purpose of amending that certain Principal Note ("Note") made and delivered by the Nortgagor to the Mortgagee payable to Des Plaines National Bank now known as PlainsBank of Illinois, N.A., a national banking association and dated March 5, 1985 for the principal sum of a THREE HUND RED THOUSAND AND NO/100----DOLLARS (\$300,000.00);

WITNESSETH

Payment of the Note is secured by a Trust Deed from the Mortgigo: to Chicago Title and Trust Company, an Illinois corporation, ("Trustee") dated March 5, 1985 and recorded March 25, 1985 with the Cook County Recorder of Deeds as document 27486151 in the county of Cook, state of Illinois, on the following described real estate:

THE WEST 260 FEET OF THE EAST 710 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD, (EXCEPTING THEREFROM THAT PART OF THE WEST 201.47 FEET LYING NORTH OF THE SOUTH 600.59 FEET) IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 03-33-419-006-0000

COMMONLY KNOWN AS: 800 West Central, Mount Prospect, Illinois 60056

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$193,023.31; and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described above:

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described above and on the further condition that the execution of this Supplement and Extension of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

IT IS PEREBY AGREED, as follows:

and

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the tine and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
- 3. It is further agreed, however, that the Note on which there is an outstanding principal balance of \$193,023.31 plus interest and which is due currently to be paid in full no later than April 1, 1995 shall be extended and shall mature on April 1, 2000. This Note is to be paid in installments as follows:

Sixty (60) consecutive, equal monthly principal installments of SEVEN HUNDRED THIRTY AND 48/100 (730.48) DOLLARS on the first day of May, 1995 and on the first day of each month thereafter until the Note is fully paid, except that the final payment of principal, if not sooner paid, shall be due on the first day of April, 2000.

Interest on the balance of principal remaining from time to time unpaid shall be paid on the first day of May, 1995 and on the first day of each month thereafter, until the principal balance of the note is fully paid.

Interest payable hereunder shall be calculated on the basis of a year of 360 days and actual days elapsed at a fluctuating per annum rate equal at all times to 225 basis points over the average rate, on a discount basis, for U.S. Treasury bills with maturities of 91 days, established at the weekly auction for such bills held immediately prior to the last day of each month ("Bill Rate"), rounded to the nearest 0.125 percent, with any changes in the Bill Rate to take effect on the first (1st) days of the following month; provided, however, that if no "Default" (as defined below) has occurred, the average rate of interest during any "Contract Year" shall not exceed, on a cumulative basis, 13.625% per annum. Such average rate shall be derived by dividing the "Average Interest" (as defined below) at any particular time during a Contract Year by the "Average Daily Outstanding Balance" (as defined below) at such time. "Contract Year" shall mean the period commencing on the date hereof and ending one year hereafter, and each annual period thereafter. "Average Interest" shall mean, during any Contract Year, the product of (a) 360 days and (b) the cumulative amount of interest accrued under this Note during such Contract Year divided by the number of days elapsed since the first day of such Contract Year. "Average

Daily Outstanding Principal Balance" shall mean, during any Contract Year, (a) the sum of the daily outstanding principal balances of all advances made pursuant to this Note since the first day of such Contract Year divided by (b) the number of days since the first day of such Contract Year.

All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois. N.A., 678 Lee Street, Des Plaines, Illinois 60016, or such other place that the holder may from time to time in writing appoint.

ALL PAYMENTS on account of the indebtedness evidenced by this extension shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. From and after one occurrence of a default in the payment of the Note, any installment hereof, or any interest due recounder ("Default"), interest shall be calculated at a fluctuating per annum rate equal at all times to 425 basis points over the Bill Rate, rounded to the nearest 0.125 percent, with any changes in the Bill Rate to take effect on the first (1st) day of the following month.

- 4. Said Trust Deed and Note as supplemented and extended are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
- 5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and extended, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.
- 6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed 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 said Trust Deed except as expressly provided herein.
- 7. The word "Note" as used herein shall be construed to mean the Note and the Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement, extension and modification may be recorded with the Recorder of Deeds in Cook County, state of Illinois. This supplement, extension and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their seal this first day of April, 1995.

PLAINSBANK OF ILLINOIS, N.A. F/K/A DES PLAINES NATIONAL BANK

FIRST NATIONAL BANK OF DES PLAINES, as Trustee as aforesaid and not personally

BY: John A. Burke, Vice President

Cornelia Grunt, Vice President Corporate Affairs and Communications

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chall ration (HOST PARK NATIONAL ASSOCIATION, its successor through merger.

CONSENT TO SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

The undersigned endorser or endorsers, guaranto or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Supplement and Extension to Trust Deed and Note.

Marshall Smith

Executed and delivered by First Back Matishal Association, not in its in an idual copooly, but so bly in the capacity herein described, for the pulsable of funding the fire describes the relativistic of differentiately unders and and wile on the hours of the post of the course thing fraging to the had tarmit arms and other, in delengs and trom one, and the felos brillion over the beignost liteta (eta to me much the langue on body propose of budding especially and an expected for the second of do bus sen for lock hed a and on in the seed that distributed above and the cold support his est or on and a librariativisal oither them will don't will distributional resolver in the being horeby Charles y visited to the bottom by all outside or in the hards in those Citerang by disroogn, or under the

C. MARSHALL SMITH AND W. CRAIG SMITH, as Trustee under the Charles C. Smith Trust Agreement dated April 18, 1983, and as Trustee under the Frances C. Smith Trust Agreement dated April 18, 1983.

Plains Bunk of Illinois 678 Lee Street Wes Plaines, I'L 60016 MAIL

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STATE OF ILLINOIS)
COUNTY OF COOK SAFERGE

1. Street C'Mallett, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Scott 12 Little of T	
HEREBY CERTIFY, that SCOTT D LIPHOUT	
Tires Pank Fatherent According Secret	, frust Officer of
True Paris Fill VIII & CANCELLA CONTROL	(Dank), and
known to me to be the same persons whose names are subscribed	I to the foregoing instrument as such
COH D (1990 Trust Officer and JOST &	UCISS Nother Secretary
respectively, appeared before me this day in person and acknowled	ged that they signed and delivered the
said instrucien as their own free and voluntary act and as the free and voluntary act of said Bank, for	
the uses and purposes therein set forth; and the said Secretary then and there acknowledged	
that said Secretary as custodian of the corporate seal	
seal of said Bank to said instrument as said Secretary's own free	
voluntary act of said Soak for the uses and purposes therein set	norm. GIVEN under my hand and
notarial seal this 3000 day of 1000, 1905.	
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Notary Public Service	anadamacaesuseed.
Notary Public	"OFFICIAL SEAL"
	Charge M. O'Malloy S
My commission expires: $02/03/00$	pary Public, State of Illinois Z
Notary Public My commission expires: 02/03/9	Mary Public, State of Illinois & Commission Expires 02/08/99 &
STATE OF ILLINOIS)	
COUNTY OF COOK)	
1 the undersigned a Nother Public in and for said County in	the State aforestid DO HERRIV
I, the undersigned, a Notary Public in and for said Courty in the State aforesaid, DO HEREBY CERTIFY that John A. Burke, Vice President, of PLAINSBANK OF ILLINOIS, N.A., and Cornelia	
Grunst, Vice President Corporate Affairs and Communications of said Corporation, who are personally	
known to me to be the same persons whose names are subscribed to the foregoing instrument as such	
Vice President and Vice President Corporate Affairs and Communications, 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 and as the free and voluntary act of said Co	•
therein set forth; and the said Corporation then and there acknowled	
seal of said corporation, she did affix said corporate seal to said inst	
act and as the free and voluntary act of said Corporation, for the GIVEN under my hand and notarial seal this A. Co. day of	
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March Balanol	
	your commence of the
Notary Public /	OFFICIAL SEAL " {
M	{DOROTHY R. ANDREWS { } NOTARY PUBLIC, STATE OF ILLINOIS }
My commission expires: Macci, 131996	MY COMMISSION EXPIRES 3/23/96 }

Consont Givon By: Chicago Titio and Trust Company, Trustee

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Called So, Illinois

STATE OF ILLINOIS, COUNTY OF COOK SS.

HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary than and there acknowledged that said Assistant Secretary, as custodian of the corporate secil of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date JUN 23 1995

"OFFICIAL SEAL"
Ethel D. Johnson
Notary Public, State of Illinois
My Commission Expires 3/3/96

Notary Public

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