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95462189

Prepared by:  
Steven J. Colompos  
17130 Torrence Av, Suite 260  
Lansing, IL 60438  
RETURN TO: Box 342

DEPT-01 RECORDING  
T#0014 TRAN 6639 07/17/95 14:04:00 \$35.50  
#6915 # \*-95-462189  
COOK COUNTY RECORDER

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 14th day of June, 1995 between U.S. BANK, an Illinois Banking Corporation, hereinafter called First Party, and MARK MARINELLO, CARL DeFARIA, and AM LIMITED PARTNERSHIP, an Illinois Partnership, the present owners of the subject property and/or obligors under the Note, hereinafter collectively called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note dated October 17, 1994 in the amount of ONE MILLION EIGHT HUNDRED FIVE THOUSAND AND NO/100 (\$1,805,000.00) DOLLARS, secured by the pledge and assignment of 65,436 shares of Federal Paper Board Co. common stock and 2,130 shares of U.S. West, Inc. common stock, by a Mortgage of even date recorded in the Cook County Recorder's Office on November 4, 1994 as Document #94952548, and by a Mortgage of even date recorded in the Elkhart County (Indiana) Recorder's Office on November 4, 1994 as Document #94027419, encumbering the real estate described as follows:

See attached "Exhibit A" (Document #94952548)  
(Document #94027419 has been released)

AND, WHEREAS, the parties hereto have previously modified the terms of said Note and Mortgage by extending the maturity date thereof to June 14, 1995.

AND, WHEREAS, the parties hereto wish to further modify the terms of said Note and Mortgage by amending the rate of interest charged under the Note, by establishing a schedule of repayment based on a 15-year amortization, by modifying the collateral taken as security for the loan, and by extending the maturity date thereof.

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

1. The current principal loan balance is \$1,205,000.00.
2. The rate of interest charged under the Note shall be changed from 1% over the Prime Rate of the bank, except that the rate of interest shall at no time be less than 9.50%, to a fixed rate of 9% per annum.

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3. A schedule of repayment shall be established based on a 25-year amortization.

4. The schedule of repayment will be changed from interest only on a monthly basis to monthly payments of principal and interest as follows:

In monthly installments of principal and interest of \$10,112.36, beginning August 1, 1995 and continuing on the 1st day of each month thereafter, until the entire amount due is paid, except that all sums due, if not sooner paid, shall be due and payable on July 1, 1998.

Interest shall be calculated on the basis of a 360 day year. The undersigned shall have the right to pre-pay all sums due hereunder at any time without penalty.

If the Bank has not received the full amount of any monthly installment of principal and interest by the end of fifteen (15) calendar days after the date it is due, the undersigned shall pay a late charge equal to 5% of the overdue installment of principal and interest. The late charge will be due only once on each late payment.

5. A portion of the collateral taken as security for the loan shall be modified as follows:

"This Note is further secured by the pledge and assignment of 39,436 shares of Federal Paper Board Co. common stock, and of 2,130 shares of U.S. West, Inc. common stock."

6. The maturity date of the Note and Mortgage hereinbefore described shall be extended from June 14, 1995 to July 1, 1998.

7. In all other respects, the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

8. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt free and clear of all defenses, both in law and equity.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

(continued on next page)

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FIRST PARTY:

U.S. BANK

BY [Signature]

SECOND PARTY:

[Signature]  
MARK MARINELLO

[Signature]  
CARL DeFARIA

AM LIMITED PARTNERSHIP,  
an Illinois Partnership

BY [Signature]  
Mark J. Marinello

BY [Signature]  
Carl DeFaria

STATE OF ILLINOIS     ]  
                                  ] SS  
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 Deborah Mieszala, VP., 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 14th day of June, 1995.

[Signature]  
Notary Public

OFFICIAL SEAL  
KORY PICKLE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 1, 1999

MICHIGAN  
STATE OF ~~ILLINOIS~~     ]  
                                  ] SS  
COUNTY OF ~~COOK~~ LEELANAU     ]

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

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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 severally acknowledged that they signed 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 28 day of June, 1995.

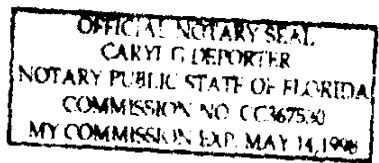
Jamie L Knapp  
Notary Public Antrim County Michigan  
Acting As Agent In Leelanau County  
My Commission Expires April 30, 1996

FLORIDA  
STATE OF ~~COCONINO~~ }  
  } SS  
COUNTY OF ~~COCONO~~ LEE }

I, CARYL G. DePORTER, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MARK MARINELLO ~~AND CARYL DEPORTER~~, 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 26 day of June, 1995.

Caryl G. Deporter  
Notary Public



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## EXHIBIT "A"

### Parcel 1

That part of Lot 6 in Circuit Court Partition of the North East 1/4 of Section 32 and the West 1/2 of the North West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point of intersection of line 429 feet East of and parallel to West line of Lot 6, with a line 700.34 feet North of and parallel to the South line of Lot 6; thence East along the last described line to a point of intersection with Westerly right of way line of Chicago Road; thence Southerly and Easterly along last described line to a point of intersection with a line 400.34 feet North of and parallel to the South line of said Lot 6; thence West along last described parallel line to a point of intersection with a line 429 feet East of and parallel to West line of Lot 6; thence North along last described parallel line to the point of beginning in Cook County, Illinois.

### Parcel 2

That part of Lot 6 bounded and described as follows: Beginning at a point on the South line of Lot 6, 429 feet East of the South West corner of said Lot 6; thence North along a line parallel with West line of Lot 6, a distance of 400.34 feet; thence East on a line parallel to the South line of said Lot 6, to center line of Chicago Road; thence Southeasterly along center line of Chicago Road to South East corner of said Lot 6 and thence West along the South line of said Lot 6 to point of beginning in Circuit Court Partition of the North East 1/4 of Section 32 and the West 1/2 of the North West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 5, 1900 in Book 79 of Plats, Page 9 as Document 2956680 in the Village of South Chicago Heights (excepting therefrom that part thereof conveyed by Special Warranty Deed dated October 8, 1962 and recorded as Document 18682848, from Chicago Road Investment Company to Samuel J. Piazza and Nataline Piazza, his wife, and excepting therefrom that part thereof conveyed by Special Warranty Deed October 17, 1962 and recorded as Document 18639496 from Chicago Road Investment Corporation to Clara E. Triebold).

### Parcel 3

The North 140 feet of the South 173 feet of the East 186 feet of the West 626.48 feet of Lot 6 in Circuit Court Partition of the North East 1/4 of Section 32 and the West 1/2 of the North West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel 4

Easement for the benefit of Parcels 1, 2 and 3 as created by Grant of Easement from the Trustees of Schools of Township 34 North, Range 14 East of the Third Principal Meridian to Harris Bank

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Hinsdale under Trust Agreement dated 9/14/88 and known as Trust No. L-2031 dated 10/7/88 and recorded 11/15/88 as Document 88526264 limited to a term of 25 years for ingress, egress and for off-street parking on, over and across the East 28.5 feet of the East 396 feet of the West 429 feet of the North 670.34 feet of the South 700.34 feet of Lot 6 (except that part dedicated for Miller Avenue and 34th Street by Plat recorded May 11, 1971, as Document 21471679) in Circuit Court Partition of the North East 1/4 in Section 32, and the West 1/2 of the North West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 32-32-213-015 (Affects Parcel 2)  
32-32-213-016 (Affects Parcel 3)  
32-32-213-021 (Affects Parcel 1)

Common Address: 3300-3322 Chicago Road  
South Chicago Heights, Illinois

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