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LCAN MODIFICATION AND EXTENSION AGREEMENT

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This is a Loan Modification and Extension Agreement ("Agreement") dated as of April 30, 1995 by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association formerly known as First National Bank of Hinsdale, as Trustee under Trust Agreement dated September 6, 1984 and known as Trust No. 1-900 ("Mortgagor"); and Lucille E. Bekta ("Co-Obligor").

Mortgagee has heretofore made a loan to Mortgagor and Co-Obligor in the original principal sum of One Million Fifty Five Thousand and No/100 Dollars (\$1,055,000 00). Mortgagor's obligation to repay said loan is evidenced by a promissory note ("Note") dated October 5, 1990, and renewal Note dated November 1, 1992, and is secured by a mortgage ("Mortgage") dated October 5, 1990 and recorded October 9, 1990 in the Recorder's Office of Cook County, Illinois as Document No. 90490640, mortgaging, granting, and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in Cook 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 made by Mortgagor to Mortgagee dated October 5, 1990 and recorded October 9, 1990 in the Recorder's Office of Cook County, Illinois as Document 90490641.

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- 2. Collateral Assignment dated October 5, 1990 of 100% of the beneficial interest in and to Harris Bank Hinsdale, National Association, formerly known as first National Bank of Hinsdale, Land Trust dated September 6, 1984 and known as Trust No. L-900 containing property commonly known as 145th Street and Crawford Avenue, Midlothian, Illinois executed by Lucille E. Bekta.
- 3. Collateral Assignment dated November 1, 1992 of 100% of the beneficial interest in and to Harris Bank Hinddale, National Association, formerly known as First National Bank of Hinsdale, Land Trust dated September 6, 1984 and known as Trust No. L-900 containing property commonly known as 145th Street and Crawford Avenue, Midlothian, Illinois executed by Lucille E. Bekta.

(Said Note, Mortgage and additional documents are hereinafter referred to as the "Loar Documents")

Mortgagor and Co-Obligo; have asked the Mortgagee to extend the maturity date of the Note and Mortgagee is willing to extend the maturity date of the Note 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. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of one and one-half percent (1.50%) over Harris Bank Hinsdale, National Association prime rate of interest as set from time to time and shall change as and when there is a change in said prime rate. The prime rate of interest as of the date of this Agreement is nine percent (9.00%).
- 2. Beginning May 1, 1995, Mortgagor and Co-Obligor agree to pay monthly installments in the sum of \$2,000.00 principal, plus interest on the first (1st) day of each and every month until the principal indebtedness and all accrued interest and other charges have been paid in full.

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- 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 1, 1996 (the "Maturity Date").
- 4. 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.
- 5. Mortgagor and/or Co-Obligor must provide Mortgagee with three (3) market analyses conducted by state certified real estate brokers or appraisers within sixty (60) days of signing of this extension.
- 6. Mortgagor and/or Co-Obligor must have the service of a professiona! leasing firm under contract for the purpose of procuring a lenant for the vacant space previously occupied by Perry Drug within sixty (60) days of the signing of this extension.
- 7. Prior to the execution of this Loan Modification and Extension Agreement Mortgagor and/or Co-Obligor must deliver to Mortgagee a Subordination Agreement from Edward Paliatka with respect to the improvements made to the subject property and which agrees not to ask, demand, sue for, take or receive all or part of the sums he has advanced to pay for such improvements.
- 8. Mortgagor and Co-Obligor 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.

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This document is made and executed by HARRIC BANK Hinsdate, as Nand Trust in 1975, and the express understanding, and. Accepted to the parties hards that HERRIS EARK Bit cash cotons into same not personally, but only as such Tristee, and that, anything herein to the centrary 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, or for the purpose of binding HARRIS BANK Hinsdale personally. but are made and intended for the purpose of finding only that portion of the Trust Property described herein, and this document is executed and delivered by HARRIS DANK Hinsdale not in its own right, but solely at the direction of the party having power of clientien over the trust and in the exercise of the powers conferred upon HARRIS BANK Hinsdale as such Trustile, and that he personal liability is assumed by, nor shall be asserted, against, HARRIS BARK Hinsdate or its a lents or employees because or on account of its making or executing this document or on account of any indepinity, ruples intalion, watranty, covanant, agreement or undertaking herein contained, including, but not kind a to any likelity for violations of the Comprehensive Environmental, Response, Comprehensives and Carlify April 1980, 42 U.S.C. Section 9601 et seg las amended or any other ineccepal, county, state or federal laws, or flounces, codes or regulations perfaining to the Trast Property or in the use and occupancy thereof, it such Pathlity, if any, being expressly waived and releaced. It is further understood and agreed that mARPIC dailed bitscale individually, or as Trustee shall have no obligation to see to the performance or non-performance of any incrementy. representation, warranty coverant agreement of undertaking heisin contained, and or all not be liable for any action or non-action taken in violation thereof. It is further provided, however, that this partigraph shall not impair the enforceability, or adversely affect the obligations of any other signatories herein garager any separate instrument of adoption or guarantee nor otherwise impair the validity of any indepleaness evidenced or secured by this document except as expressly set forth.

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#### **UNOFFICIAL COPY**

County of Du Page )							
I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that which who is of Harris Bank Hinsdale, National							
Association and harris Taumana, who is Twen office to							
of the same corporation, personally known to me to be the same							
persons whose names are subscribed to the foregoing instrument as							
such AFT and PANA OFFICIAL							
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 uses and purposes therein							
set forth.							
Given under my hand and seal this day of							
<u>4. 1. 22</u> , 1995							
Notary Public Notary Public Published Notary Public Notary							
OFFICIAL SEAL							
State of Illinois )							
County of DuPage )							

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Pucille E. Bekta, 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this the said of the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

OFFICIAL SEAL EDWARD R IPEMA NOTARY PUBLIC STATE OF ILLINOIS MY COMMESSION EXP. JUNE 28,1997

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I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Ary County, in the who is the Ary County 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 Area 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  $\frac{10^{-12}}{2}$  day of  $\frac{10^{-12}}{2}$ , 1995.

Notary Public

State of Illinois

Janet Hule
Notary Public, State of Illinois
My Conclude Spires April 18, 1995

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#### EXHIBIT A

BLOCK 15 (EXCEPT WEST 120 FEET THEREOF AND EXCEPT EAST 17 FEET THEREOF) IN MANUS MIDLOTHIAN PARK SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 28-10-214-016-0000

.45th
Of Coot County Clark's Office Commonly known as. 145th Street and Crawford Avenue, Midlothian, 44

Prepared by and mail to:

TONI SINNOTT

Harris Bank Hinsdale 50 S. Lincoln Street Hinsdale, IL 60521

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