EXTENSION AND/OR MODIFICATION AGREEMENT

THIS AGREEMENT made December 27, 1994 by and between OLD KENT BANK, successor trustee to EDGEWOOD BANK, an Illinois Banking Corporation, not personally, but as Trustee (the "Trustee") under Trust Agreement dated November 22, 1991, and known as Trust No. 454 (the "Trust"), representing itself to be the Debtor (the "DEBTOR") and the owner of the real estate described below, and EDGEWOOD BANK, an Illinois Banking Corporation, (the "BANK").

WITNESSETH:

WHEREAS, the BANK is the holder of a Secured Promissory Note, dated June 27, 1994, for \$150,000.00 (he "Note") executed by the Trustee under the Trust; and

WHERFAN, the Note is secured by a Junior Trust Deed (the "Trust Deed") in the nature of a mortgage dated June 27, 1994, made by the DEBTOR and recorded in the Office of the Recorder of Deeds of Cook County on July 13, 1904 25 Document No. 94612507 on the real estate hereinafter described:

PARCEL 1: LOTS 38, 39, 40 & 41 BLOCK 5 IN A. A. ADAIR'S SUBDIVISION OF BLOCKS 5,6,7 AND 8 OF FIRST ADDITION TO WEST CHICAGO BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9 LYING NORTH OF VIAL ROAD (SO CALLED) IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK LOUNTY, ILLINOIS

COMMONLY KNOWN AS: 1045 & 1101 S. LA CRONGE ROAD, LA GRANGE, ILLINOIS 60525

PIN: 18-09-404-017-0000, 18-09-404-018-0000, 18-09-404-019-0000

WHEREAS, there is an unpaid balance on the Note of \$133,771.00 as of December 27, 1994, bearing interest as provided in the Note;

WHEREAS, DEBTOR is indebted to BANK under the Note and desires to modify the Note and to extend the time of payment thereunder, subject, however, to the condition that BANK be able to obtain, from a title company satisfactory to it, a Date Down and/or Special Endorsement as he existing loan policy insuring its loan secured by the Trust Deed, which Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the BANK, the continuity of the superiority of the BANK's existing lien as hereinafter provided;

WHEREAS, the BANK is willing to extend the time of payment under the Note and the Trust Deed upon the terms and conditions hereinafter stated, subject, however, to the condition that BANK be able to obtain, from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy insuring its loan secured by the Trust Deed, which Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the BANK, the continuity of the superiority of the BANK's existing lien as hereinafter provided.

NOW, THEREFORE, IT IS AGREED, that in consideration of the premises and the promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to the BANK, it is hereby mutually covenanted and agreed that the terms of the Note and Trust Deed be and the same are hereby extended and/or modified as follows:

Extension and/or Modification Agreement
Dated December 27, 1994: Alan Froemel [10490]
Page 1

BOX 333-CTI

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF OLD KENT BANK, SUCCESSOR TRUSTEE TO EDGEWOOD BANK, AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

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- 1. The amount remaining unpaid on the indebtedness is \$133,771.00 (the "Remaining Indebtedness").
- 2. Said Remaining Indebtedness shall be paid on or before December 27, 1999.
- 3. DEBTOR, in consideration of such extension, promises and agrees to pay the principal and interest as provided in the Note and Trust Deed as modified below, until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on December 27, 1999.
- 4. Debtor agrees to pay the Remaining Indebtedness plus interest (computed on the actual number of days elapsed on the basis of a 360-day year) on any and all principal amounts remaining unpaid hereunder from December 27, 1994, until maturity, at a rate of NINE AND (FIREE-QUARTERS PERCENT (9.75%) per annum payable monthly on the whole amount of sail principal sum remaining from time to time unpaid, said principal and interest payable in the amount of ONE THOUSAND FOUR HUNDRED SEVENTEEN AND 12/100TH'S DOLLARS (\$1,417.12), or more, commencing with January 27, 1995, and ONE THOUSAND FOUR HUNDRED SEVENTEEN AND 12/100TH'S DOLLARS (\$1,417.12) on the 27th day of each and every month thereafter until the Note is fully paid except that final payment of principal and interest, if not sooner paid, shall be due on December 27, 1999. The principal of each of said install nears unless paid when due shall bear interest at the rate of TWELVE AND THREE-QUARTERS PERCENT (12.75%) per annum.
- This Agreement is supplementary to said Note and Trust Deed. All of the provisions of the Note and Trust Deed shall remain in full force and effect except as herein specifically modified. DEBTOR and Guarantors, in consideration of the granting of this extension and/or modification, covenant and agree to pay and comply with the terms and conditions of the Note and Trust Deed as herein modified, and tothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.
- This Agreement is subject to the condition that BANK be role to obtain from a title company satisfactory to it, a Date Down and/or Special Endorsement to the existing loan policy covering the Trust Deed, which Date Down and/or Special Endorsement shall (1) cover the recording of this Agreement, and (2) insure to the satisfaction of the BANK the superiority and adequacy of BANK's existing lien as herein extended and/or modified. In the event such title company will not issue a Date Down and/or Special Endorsement as provided herein, this Agreement shall be immediately null and void, ab initio, upon the recording of a Declaration of Revocation in the form attached hereto as Exhibit A executed by the parties hereto.

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The word "Trust Deed" shall mean "Mortgage", and vice versa, whenever applicable. 7.

IN WITNESS WHEREOF, the parties hereto have caused this Extension and/or Modification Agreement to be duly executed as of the day and year first above written.

*** There Is A "Balloon" Payment Under This Instrument. *** *** All Principal And Interest Are Due No Later Than December 27, 1999. ***

DEBTOR: OLD KENT BANK, successor trustee to EDGEWOOD BANK, as Trustee aforesaid and not personally,

By: (Trust-Office, +- (Vice President)

CLIFFORD SCOTT (A) SECTOLUS

ATTEST:

ELAINE GROTE PERSONAL TRUST OFFICER

Ausial, Vice President & Trest Offices

This Instrument Is Executed By O'D KENT BANK, successor trustee to EDGEWOOD BANK, Not Personally But Solely As Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duty Recorded And Delivered To OLD KENT BANK, successor truster to EDGEWOOD BANK in Pursuance Of A Trust Agreement Dated Nove aber 22, 1991 And Known As Trust No. 454, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Per orned Hereunder (Whether Or Not The Same Are Expressed In Terms Cover, and, Fromises Or Agreements) By OLD KENT BANK, successo, trustee to EDGEWOOD BANK Are Undertaken By It Solely As Tustee As Aforesaid, And Not Individually And No Personal Liability Sno' Lie Asserted Or Be Enforceable Against OLD KENI BANK, successor trutter to EDGEWOOD BANK By Reason Of Any Of The Terms, Provisional, Stipulations, Covenants And Conditions Contained In This Instrument.

STATE OF ILLINOIS

COUNTY OF COOK (WIFE) SS

I, the undersigned, a Notary Public in and for the County and State afores and DO HERERY CERTIFY
CLIFFORD SCOTT-RUDNICK and BETTERN THE STATE OF THE

personally known to me to be the personal known to be t and Assistant Secretary of OLD KENT BANK, successor trustee to EDGEWOOD BANK, or Illinois Banking Corporation, as Trustee as aforesaid, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free at d voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal December 27, 1994.

HOSANNE DUPASS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/10/98

Extension and/or Modification Agreement Dated December 27, 1994: Alan Froemel [10490] Page 3

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF OLD KENT BANK, SUCCESSOR TRUSTEE TO EDGEWOOD BANK, APTIXED HEREIO, HEREBY EXPRESSLY MADE A PART HEREOF.

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UNOFFICIAL COPY

BANK: Edgewood Bank, an Illinois Banking Corporation	î de la companya de l
By: Mucha State (Trust Officer) (Vice President)	ATTEST: (Antone Malmquest (Assistant) Secretary
STATE OF ILLINOIS)) SS COUNTY OF COOK)	
I, the endersigned, a Notary Public in and for the that and in the same to be the persons whose names are respectively, as Vic BANK, an Illinois Sanking Corporation, subscribed to the in person and acknowledged that they signed and delivere act and as the free and voluntary act of said BANK, for Assistant Secretary then and there acknowledged that said of said BANK, caused the corporate scal of said BANK Secretary's own free and voluntary act, and as the free and therein set forth.	e foregoing instrument, appeared before me this dath the said instrument as their own free and voluntar the uses and purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate sease to be affixed to said instrument as said Assistan
Given under my hand and Notarial Scal December 27, 19	94,
Notary Public GUARANTORS:	OFFICIAL SEAL FAMARY, P. WEINGART Notary Public, State of Illinois Ply Commission Expires 01/12/97
The undersigned, Alan Froemel and Cindy Froeme Agreement dated November 22, 1991 with OLD KENT B Trustee and known as Trust No. 454, and as Guarantors assume and agree to pay the amount remaining unpaid on Extension and/or Modification Agreement and direct the Guaranty dated June 27, 1994 extends to the terms and Agreement as the same apply to the Note and the Trust I	s under Guaranty dated June 27, 1994, hereby: (i) the Note; (ii) consert and agree to the terms of this Trustee to execute the came; and (iii) agree that the provisions of this Extension and/or Modification

Dated December 27, 1994.

*** There Is A "Balloon" Payment Under This Instrument. ***

*** All Principal And Interest Are Due No Later Than December 27, 1999. ***

Alan Froemel

Cindy Froemal

EXONERATION PROVISIONS RESTRICTING ANY LIABILITY OF OLD KENT BANK, SUCCESSOR TRUSTEE TO EDGEWOOD BANK, AFFIXED HERETO, HEREBY EXPRESSLY MADE A PART HEREOF.

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

1, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alan Froemel and Cindy Froemel, husband and wife, personally known to me to be the 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 own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Scal December 27, 1994.

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

William H. Pokorny, Jr.
Pokorny & Associates, Limited
100 West Plainfield Road, Suite 205
La Grange, Illinois 60525-2860

OFFICIAL SEAL
FAMANA P. WEINGART
Petry Public, State of Heios
My Commission Expires 01/17/97

MAIL TO:

William H. Pokorny, Jr.
Pokorny & Associates, Limited
100 West Plainfield Road, Suite 205
La Grange, Illinois 60525-2860

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DO NOT SIGN THIS COPY

Exhibit A

Declaration Of Revocation Of Modification And Extension Agreement

Agreement dated December 27, 1994 and recorded on		
DATED at Countryside, Illinois, December 27, 19		
DEBTOR: OLD KENT BANK, successor trustee not personally,	to EDGEWOOD BANK, as Trustee as set forth below, and	
	ATTEST:	
By:		
(Trust Officer) (Vice President)	(Assistant) Secretary	
Consider the control of the control		

This Instrument is Executed By OLD KINT BINK, successor trustee to BDOEWOOD BANK, Not Personally But Solely At Trustee, Under The Provisions Of A Deed Or Deeds In Trust Duly Record of And Delivered To OLD KENT BANK, successor trustee to EDGIWOC. BANK in Pursuance Of A Trust Agreement Dated November 22, 1991 And Knewn As Trust No. 454, In The Exercise Of The Power And Authority Conferred Upon And Vested In It As Such Trustee. All The Terms, Provisions, Stipulations, Covenants And Conditions To Be Performed Hereunder (Whether Or Not The Same Are Expressed In Terms Covenant, Promises Or Agreements) By OLD KENT BANK, successor trustee to EDGEWOOD BANK Are Undertaken By it Solely As Trustee As Aforesald, And Not Individually And No Personal Liability Shall Be Asserted Or Be Enforceable Against OLD KENT BANK, successor trustee to EDGEWOOD BANK By Reason Of Any Of The Terms, Provisions, Stipulations, Covenants And Conditions Contained in This Instrument.

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