LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 15th day of APRIL, 1995, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEF UNDER TRUST AGREEMENT DATED MAY 11, 1990 AND KNOWN AS TRUST NUMBER 1095589, owner of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of ONE HUNDRED FORTH TWO THOUSAND FIVE HUNDRED AND NO/100 (\$142,500.00) Dollars, dated MAY 15, 1990 secured by a trust deed in the nature of a mortgage recorded on MAY 22, 1320 in the

office of the Registrar's of Deeds of Cook County, Illinois, as Document Number <u>LR3882774</u> conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

95271625

0EPT-01 RECORDING \$29.00 T+0012 TRAN 3749 04/25/95 13:54:00 +2330 + JM #-95-27 325 COOK COUNTY RECORDER

LEGAL DESCRIPTION

LOT 5 IN JOHN PREUSS' RESUBDIVISION OF LOTS B, 9, 10, 11 AND 12 IN BLOCK 4 IN HITT, RUNYAN AND OTHERS' SUBDIVISION OF 39 ACRES IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER

13-26-414-031-0000

PROPERTY ADDRESS

2600 W. SAWYER, CHICAGO, IL

RETURN TO RECORDER'S BOX

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Prepared by and mail to: LaSalle Bank Lake View 3201 N. Ashland Chicago, IL 60657 Attn: Ruth Yunker

Butter

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acsites:

- 2. The amount remaining unpaid on the indebtodness in ONE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED SIX AND 45/100 (\$135,106,45) Dollars.
- 3. Said remaining indebtedness of ONE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED SIX AND 45/100 (\$135,106.45) and interest on the balance of principal remaining from time to time unpaid at the rate of EIGHT AND EIGHTY-FIVE ONE HUNDREDTHS per cent (8.85%) per annum shall be paid in installments as Follows: \$1,203,00 on the 15TH day of MAY, 1995 and \$1,203.00 on the 15TH day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 15TH day of MAY, 1996. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of 10.85% per cent per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described but if that can not be done legally then in the most valuable legal tender of the United States of America current on the due date thereof or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKE VIEW, 3201 N. Ashland Avenue, Chicago, Illinois 60657.
- 4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment.
- 5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then the entire principal sum secured by said mortgage or trust deed together with the then accrued interest thereon, shall without notice, at the option of the holder or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.
- 6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected

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by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.

7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agreen to perform all the covenants of the grantor or grantors in said mortgage of trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest note shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this intenture the day and year first above written.

ACCEPTED:

LASALLE BANK LAKE VIEW
an Illinois Corporation

BY:

Vice President

SEE ATTACHED RIDER FOR SIGNATURE AND EXCULPATORY
CLAUSE

CHICAGO TITLE & TRUST CO.

AS TRUSTES ATTACHED RIDER FOR SIGNATURE AND EXCULPATORY
CLAUSE

CHICAGO TITLE & TRUST CO.

AS TRUST CO.

AS TRUST CO.

ATTEST:

Vice President

ATTEST:

Vice President

ITS:

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EXECUTION AND EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST # 1095589 ATTACHED TO THAT

LOAN MODIFICATION AND EXTENSION

DATED_April_15, 1995

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and that instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chir.at o Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these preserve to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attracted by its Assistant Secretary, the day and year first above written.

DATE

April 15, 1995

Sug

CHICAGO TITLE AND TRUST COMPANY, as Trustee aforesaid and

not personally,

Corporate Sea

Chicago, Tringle and

)

By: Assistant Vice President

Attact

Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CEPTON, 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 then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal 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.

"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 10/7/95

Notarial Seal CHAPMANSON POOCS POAKCTATIEXCULP.LTR

Given under my hand and Notarial Seal this 15-14 day of April 1995.

Sheila Davenport

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"OFFICIAL SEAL"
Shella Davenport
#12 by Public, State of Illinois
#14 Commission Expres 10/7/95

STATE OF ILLINOIS)
COUNTY OF COOK)
aforemald, DO HERMBY CERTIFY that Assistant Vice President of and Trust Officer of said Bank, who are personally known to me to be the name person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer'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 band and Notarial Seal this day of, 1995.
Notary Public
STATE OF ILLINOIS)) SS COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that MANE L. HOOVER, Vice President of LaSalle Bank Lake View, and TON, STANEK Vice President 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, 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 the said Corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this Salve day of 1995. **OFFICIAL SEAL** **OFFICIAL SEAL** **Notary Public State of Illinois My Commission Evaluations.
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