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Pinnacle Bank
 840 South Oak Park Avenue
 Oak Park, Illinois 60304
 (708) 848-6700
 "LENDER"

95361422

DEPT-01 RECORDING \$25.50
 T0001 TRAN 8332 06/02/95 15:55:00
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 COOK COUNTY RECORDER

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MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
Pinnacle Bank, as Trustee, under Trust Agreement No. 4299 dated DECEMBER 8, 1989.		Pinnacle Bank, as Trustee, under Trust Agreement No. 4299 dated DECEMBER 8, 1989.	
ADDRESS		ADDRESS	
840 S. Oak Park Ave. Oak Park, IL 60304		840 S. Oak Park Ave. Oak Park, IL 60304	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
7088486700		7088486700	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of FEBRUARY, 1995, is executed by and between the parties indicated below and Lender

A. On JANUARY 25, 1990, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 Dollars (\$ 155,000.00), which Note was secured by a Mortgage ("Mortgage") executed by Grantor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book _____ at Page _____ Filing date JANUARY 26, 1990 as Document No. 90042421 in the records of the Recorder's (Registrar's) Office of Cook County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated FEBRUARY 1, 1995 executed by Guarantor for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

- (1) The maturity date of the Note is extended to FEBRUARY 1, 2000, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- (2) The parties acknowledge and agree that, as of FEBRUARY 1, 1995, the unpaid principal balance due under the Note was \$ 127,319.91, and the accrued and unpaid interest on that date was \$ n/a.
- (3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.
- (4) Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
- (5) Borrower, Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (6) The Mortgage is further modified as follows:

25-57

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BORROWER: PINNACLE BANK
as Trustee of Cook County, Illinois 1299

BORROWER:

not personally, but as Trustee

BORROWER:

BORROWER:

Attest:

By:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR: Billy's Fruit Market, Inc.

GUARANTOR:

Peter Nikols
Peter Nikols
President

GUARANTOR:

GUARANTOR:

LENDER: PINNACLE BANK SUCCESSOR BY MERGER TO
HORDMAN, TROBT, AND SAVINGS BANK

Lorraine Winkler
Lorraine Winkler
Assistant Vice President

State of Illinois)

County of Cook) SS.

The foregoing instrument was acknowledged before me
this 18th day of May, 1995

by *Lorraine Winkler*
Lorraine Winkler
as Assistant Vice President

on behalf of the Pinnacle Bank - Oak Park

State of Illinois)

County of Cook) SS.

I, undersigned, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Ramona Zavattaro &

A. Shea personally known to me to be the same
person whose name are

subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged
that he y signed, sealed and
delivered the said instrument as their free and
voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 18th
day of May, 1995

Given under my hand and official seal, this 18th
day of May, 1995

A Verbracken

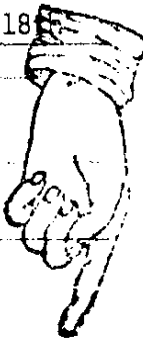
Notary Public

Commission expires: 4/20/97

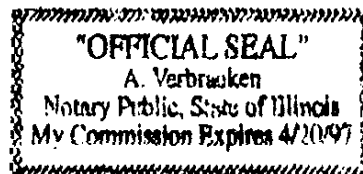
A Verbracken

Notary Public

Commission expires: 4/20/97



Prepared by and return to: Sue Melnyk
C/O Pinnacle Bank - Oak Park
840 S. Oak Park Ave.
Oak Park, IL 60304



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