

PROMISSORY NOTE AND MORTGAGE MODIFICATION AGREEMENT

PREAMBLE

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Whereas, FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION, 50 West Jefferson Street, Joliet, Illinois 60431 (hereinafter referred to as "Bank") loaned to 175TH & THROOP STREET PARTNERS, a General Partnership and to DONALD KEHOE, MARK REICHMUTH, MICHAEL REGAN, and RICHARD LENART (hereinafter collectively referred to as the "Borrowers"), the sum of One Million and 00/100 Dollars (\$1,000,000.00) as evidenced by a Promissory Note dated January 12, 1989 (hereinafter the "Note"), which loan and Note and all future. discretionary and mandatory loans and advances were and are secured " by a Mortgage and an Assignment of Rents dated January 12, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Nos. 89084589 and 39084590, respectively, (hereinafter referred to collectively as the "Mortgage") relating to the following described real estate:

LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN INDUSTRIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 32, TOWNShip 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1982, AND DOCUMENT NO. 26,214,941, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 29-32-101-051 Volume 218 (Lot 4)

29-32-101-052 Volume 218 (Lot 5)

29-32-101-048 Volume 218 (Lot 1)

29-32-101-049 Volume 218 (Lot 2) 29-32-101-050 Volume 218 (Lot 3)

COMMONLY KNOWN AS: 175th and Throop Street, Homewood, IL

; and

Whereas, the Note and Mortgage were modified by that certain unrecorded and undated Promissory Note and Loan Modification Agreement, a copy of which is attached hereto as Exhibit "A"; and

Whereas, said loan and Note were and are payable in monthly installments of principal and interest of \$9,584.06 each, with interest computed at the fixed rate of 0.9%, commencing on July 30, 1989, and continuing on the 30th day of each calendar month thereafter until the maturity date of June 30, 1994, on which date the full unpaid balance of principal and irrerest is payable in full; and

Whereas, the unpaid balance of principal (not including interest) under the Note as of June 30, 1994, is stipulated to be Nine Hundred Eighteen Thousand Three Hundred Seventy Eight and 76/100 (\$918,378.76); and

Whereas, Borrower has requested Bank, and Bank has agreed, to modify and extend the terms of the Note and Mortgage, subject to the provisions hereof.

AGREEMENT

Now, therefore, for \$10.00 in hand paid and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree that the loan, Note, and Mortgage are modified and extended as follows:

- 1. From and after July 1, 1994, the interest rate on the unpaid principal balance of the Note shall be calculated at the fixed rate of 8.0% per annum, based on a 360 day year.
- The maturity date of the Note and the lien of the Mortgage are hereby extended to June 30, 1999.

Property of Cook County Clark's Office

#1744 (15) (1946) (1997年 - 1 **公共省協議管理**を与した。第二十年(1947年) 1 - 1978年は1、19 (1947年 - 1978年 - 2076年) 1 281(38 - 1978年 - 1988年 - 1978年) 1

It is further agreed and understood that all terms and conditions of the loan, Note, Mortgage, and any other documents referred to above or relating thereto, including the rquired monthly installment payments, shall remain in full force and effect as originally signed and executed except to the extent specifically modified by the terms of this Agreement.

The recitations contained in the Preamble hereof form an integral part of this Agreement.

Dated as of the 30th day of June, 1994.

FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION	175TH & THROOP STREET PARTNERS, a General Partnership
BY: Uncent A Boy	BY: Sonald M. Kehol
ITS: Vice President	By Attack A Committee
90	Mark Reighmuth, Partner
	DONALD KEHOE, individually
Ox	MARK REICHMURA, individually
C	MICHAEL REGARD individually
0/	RICHARD LENART, individually
STATE OF ILLINOIS)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTILY that Donald M. Kehoe and Mark Reichmuth, as Fartners of 175TH & THROOP STREET PARTNERS, 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 and delivered the said instrument as their own free and voluntary act on behalf of the corporation, for the uses and purposes therein set forth.

SS.

GIVEN under my hand and Notarial Seal this 6 day of September, 1994.

(SEAL)

Notary Public

My commission expires: 1998

COUNTY OF WILL

"OFFICIAL SEAL"
GAIL A. WAYNER
Notary Public, State of Illinois
My Commission Expires 5/8/98

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Property of Cook County Clerk's Office

STATE OF ILLINOIS SS. COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO KEREBY CERTIFY that Donald M. Kehoe, Mark Reichmuth, Michael Regan, and Richard Lenart, 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 and delivered the said instrument as their own free and voluntary act on behalf of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this $\psi^{(k)}$ <u>Sectional 1994.</u> RUM (SEAL) Notary Fublic

My commission expires: 4/34/5

OFFICIAL SEAL" DEBRA A. GILL. MY COMMISSION EXPIRES 9-29-95

STATE OF ILLINOIS COUNTY OF WILL

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Vincest A Security as Vice Theories of FIRST MIDWEST BANK/ILLENOIS of FIRST MIDWEST BANK/ILLINOIS, N.A., personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that no signed, sealed, and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Septen (CCA) GIVEN under my hand and Notarial Seal this 6th day of June, 1994.

(SEAL)

PREPARED BY

JOLIET, ILLINOIS

Notary Public

TO WELL

My commission expires: 14 29 95

ATTORNEY ROBERT H. SCHENK 58 NORTH CHICAGO STREET 60431

"OFFICIAL SE".L" DEBRA A. C.1 /2 NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2 3 95

MAIL TO: FIRST MIDWEST BANK/ILLINOIS 50 W. JEFFERSON STREET JOLIET, IL 60432 ATTN: VINCENT A. BENIGNI

Property of Cook County Clerk's Office