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96108980

Prepared by:  
Steven J. Colompos/JAT  
17130 Torrence Av.  
Suite 260  
Lansing, IL 60438  
South Holland, IL

ROUTE TO:

RETURN TO: Box 342

Acct. #0025548  
Loan #003/4053

1-all-GLG  
Order No. N932602 (NNNT)

F	29	A
P		P
T	29	V
I	8B	

DEPT-01 RECORDING \$29.00  
T47777 TRAN 6619 02/08/96 14:57:00  
#8737 SK \*-96-108980  
COOK COUNTY RECORDER

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 31st day of December, 1995 between U.S. BANK, an Illinois Banking Corporation, successor bank to Thornridge State Bank (hereinafter called First Party), and U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1990 AND KNOWN AS TRUST NO. 3162, PINWOOD DEVELOPMENT CO., JOEL H. COHEN, and DANIEL BENZAQUEN, the present owners of the subject property and/or obligors under the Note, hereinafter called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note in the amount of NINE HUNDRED FORTY THOUSAND AND NO/100 (\$940,000.00) DOLLARS, secured by a Mortgage dated December 31, 1993 and recorded in the Cook County Recorder's Office on January 24, 1994 as Document No. 94076553, encumbering the real estate described as follows:

See attached Exhibit "A"

AND, WHEREAS, the parties hereto wish to modify the terms of the Note and Mortgage by extending the maturity date thereof and by fixing the balance due thereunder.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, the principal balance due under the Note is \$137,416.67.

2. This Agreement is contingent upon Second Party paying a fee in the amount of \$250.00.

3. The maturity date of the Note and Mortgage hereinbefore described shall be extended from December 31, 1995 to April 30, 1996.

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4. The next interest payment due shall be payable at the maturity date of April 30, 1996.

5. It is understood by Second Party that the balance of the loan shall be fixed and that no further advance of funds shall be permitted under the Note.

6. In all other respects, the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

7. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Second Party that is in all respects free from all defenses, both in law and equity.

IN WITNESS WHEREOF, First Party has caused this instrument to be extended in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

**FIRST PARTY:**

U.S. BANK

BY James A. Toscano  
James A. Toscano, Vice President  
ATTEST Marianne Fonsino  
Marianne Fonsino, Vice President

**SECOND PARTY:**

U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1990 AND KNOWN AS TRUST NO. 3162

BY Dan J. Karalis  
DAN J. KARALIS, TRUST OFFICER

PINEWOOD DEVELOPMENT CO.

BY Joel H. Cohen  
ATTEST Daniel Benzaquen  
JOEL H. COHEN  
DANIEL BENZAQUEN

This instrument is executed by U. S. BANK, f/k/a THE STEEL CITY BANK OF CHICAGO, f/k/a THE STEEL CITY NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by U. S. BANK, f/k/a THE STEEL CITY BANK OF CHICAGO, f/k/a THE STEEL CITY NATIONAL BANK OF CHICAGO, are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be maintained against U. S. BANK, f/k/a THE STEEL CITY BANK OF CHICAGO, f/k/a THE STEEL CITY NATIONAL BANK OF CHICAGO, by reason of any of the covenants, conditions, representations or warranties contained in this instrument.

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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 the above named James A. Toscano, Vice-President , Marianne Fonsino, Vice-President 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of December, 1995.

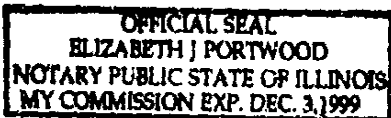


Cynthia K. Juranich  
Notary Public

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

I, Elizabeth J. Portwood, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Dan J. Karalis 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of February, 1996.



Elizabeth J. Portwood  
Notary Public

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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 the above named

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 severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

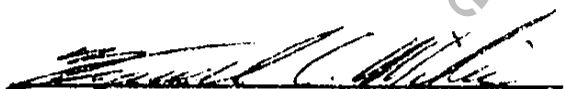
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

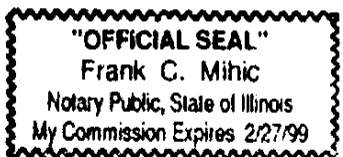
\_\_\_\_\_  
Notary Public

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 the above named JOEL M. COHEN and DANIEL BENZAQUEN, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of DECEMBER, 1995.

  
Notary Public



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## EXHIBIT "A"

That part of Lot 44 described as follows: Commencing at the Southwest corner of Lot 43, also being the Northwest corner of Lot 44; thence South 0 degrees West 87.83 feet along the West line of Lot 44 to a place of beginning; thence North 90 degrees East 80.35 feet; thence South 0 degrees West 95.17 feet; thence North 90 degrees East 57.42 feet to a point of curve; thence Easterly on a curve convex to the North, having a radius of 88.80 feet, an arc distance of 46.58 feet and a chord bearing of South 74 degrees 58 minutes 28 seconds East to the West right-of-way line of Robin Lane; thence Southerly along last said right-of-way line on a curve convex to the West, having a radius of 141.73 feet, an arc distance of 74.38 feet, and a chord bearing of South 15 degrees, 01 minutes 22 seconds West to a point of tangent; thence South 0 degrees 00 minutes 24 seconds East 91.00 feet to a point of curve; thence Southerly on a curve convex to the East, having a radius of 211.95 feet, an arc distance of 62.49 feet, and a chord bearing of South 8 degrees 26 minutes 20 seconds West all along said West line of Robin Lane; thence North 71 degrees 08 minutes 54 seconds West 164.20 feet; thence North 0 degrees 55 minutes 35 seconds East 33.00 feet to the North line of Lot 44; thence South 89 degrees 38 minutes 18 seconds East 22.53 feet to the West line of Lot 44; thence North 0 degrees East 250.14 feet to the place of beginning, all in Pinewood Manor of Homewood 1st addition, being a Subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 35 North Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 14, 1988 as Document 88524235, in Cook County, Illinois.

PIN: 31-01-115-007

Common Address: 18310 Robin Lane  
Homewood, Illinois

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201-8950

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