5361/0095 45 001 1998-01-21 14:04:56 Cook County Recorder 51.00

75-31-208-02

VCC34 # 83375509

GLENVIEW STATE BANK MORTGAGE and SECURITY AGREEMENT MODIFICATION AGREEMENT

This Mortgage and Security Agreement Modification Agreement is dated as of this 16th day of January, 1998 and is between Netcom Properties, Inc. ("Mortgagor") and Glenview State Bank ("Mortgagee").

UNDERSTANDINGS

- A. Mortgagor has executed a Mortgage and Security Agreement in favor of Mortgagee dated as of August 1, 1995 and recorded August 4, 1995 with the Cook County Recorder of Deeds as Document Number 95516155 ("Mortgage") encumbering the real estate and property described on Exhibit A attached hereto and made a part hereof.
- B. The Micricage secures the indebtedness obligations and liabilities of Mortgagor pursuant to a Installment Note in the original principal amount of \$775,000.00 dated as of August 1, 1995 payable to Mortgagee and executed by Mortgagor ("Note").
- C. Mortgagor wisher to increase the principal amount of the indebtedness from \$775,000.00 to \$1,350,000.00, excend the payment terms of the Note, and extend the maturity of the Note from July 31, 2005 to December 31, 2007.
- D. Mortgagee has agreed to increase the indebtedness, extend the payment terms and extend the maturity of the Note.

NOW THEREFORE, in consideration of the UNDERSTANDINGS set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The first two paragraphs of the Mortgage immediately following the word "WITNESSETH" on the first page of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

Mortgagor has executed an Installment Note payable to the order of the Mortgagee ("Note") in the principal amount of \$1,350,000.00, plus interest at the per aroum rates set forth therein. The principal amount together with any accrued interest shall co payable in accordance with the terms of the Note and any unpaid principal balance plus any accrued and unpaid interest is due and payable in full on Ducember 31, 2007.

In the event any prepayment is made on the Note from money borrowed from any source the Mortgagor shall pay to the Mortgagee a prepayment penalty as provided for in said Note.

DOX 333-CM

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UNOFFICIAL COPENSTRUCTION A

In all other respects, the Mortgage shall remain unchanged and in full force 2. and effect.

NETCOM PROPERTIES, INC.

By: Lessolent Is:

Property of Cook County Clerk's Office

UNOFFICIAL COPY 053753 Francis of -4

STATE OF ILLINOIS)
COUNTY OF COOK)
1. Cecilia Rodriguez , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Evancelos Argoudelis is Resident of METCERI Properties, we are person whose name is subscribed to the foregoing instrument, appeared before methis day in person and acknowledged that he signed and delivered the said instrument as 1/1/5 free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 6 day of January 1998.
OFFICIA. SEAL" Gening Hullings V. P. B. B. B. C. Nothly Public Hale of Hilmoly B. B. C. My Commission Expires 9/5/2000 []
My Commission Expires:
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
C/
the State aforesaid, do hereby certify that JHMES DOFE VICE PRISTORY CLENVIEW STATE BANK are 1241 NOIS BANKING corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said
instrument as the free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
Given under my hand and notarial seal, this 1974 day of JANWARY, 1998.
ROSEANN M. HENNIESSEY ROSEANN M. HENNIESSEY NOBERY Public, States of Hillacks My Commission Expires 10:20-08 NOTARY PUBLIC

UNOFFICIAL COPY

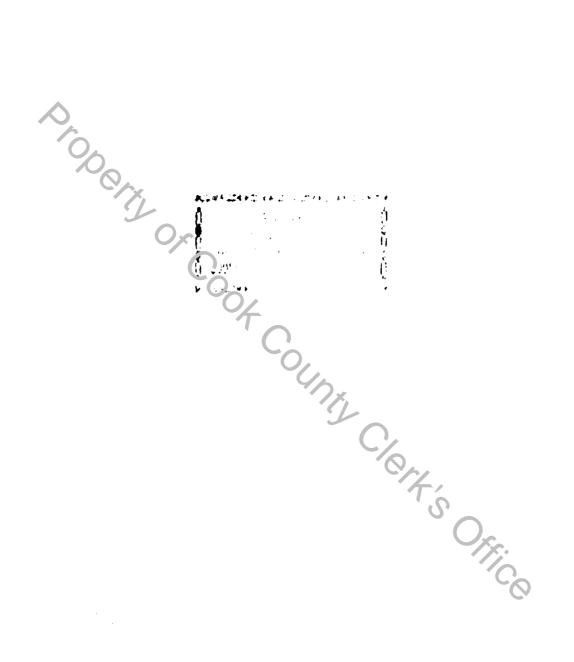


EXHIBIT A

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR.1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR.1713481, IN COOK COUNTY, ILLINOIS.

P.I.N.

03-11-300-004-0000

03-11-300-005-0000

Common Address:

599 South Wheeling Road Wheeling, Illinois 60090

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Atti Paul J. Richles