

SUPPLEMENT AND EXTENSION TO MORTGAGE AND NOTE

This Supplement and Extension to Mortgage and Note entered into this 1st day of April, 1998, between PlainsBank of Illinois, N.A., a national banking association (hereinafter referred to as "Mortgagee") and AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 16, 1978 AND KNOWN AS LAND TRUST #LT-1217 (hereinafter referred to as "Mortgagor") for the purpose of amending that certain Principal Note ("Note") and Mortgage made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., a national banking association and dated April 1, 1997 for the principal sum of ONE HUNDRED NINETY FOUR THOUSAND NO/100---DOLLARS (\$194,000.00);

COOK COUNTY CLERK

WITNESSETH

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WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$192,716.40 as is evidenced by a note secured by a certain Mortgage lien in the amount of \$194,000.00 to PlainsBank of Illinois, N.A., a national banking association, dated April 1, 1997, which was recorded on May 8, 1997 in the office of the Cook County Recorder, state of Illinois, as Document 97-323439; and Assignment of Rents recorded May 8, 1997 as Document #97-323440.

WHEREAS, Mortgagee has agreed to supplement and extend the aforementioned Mortgage and Note; and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting lien of the real property described below and incorporated by reference herein.

LOT 26 IN HIGGINS ROAD COMMERCIAL SUBDIVISION UNIT 20 BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 08-21-202-017-0000

PROPERTY ADDRESS: 370 Bennett Road, Elk Grove Village, Illinois 60007

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the execution of this Supplement and Extension of Mortgage and Note will not impair the lien of said Mortgage and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED, as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Mortgage be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.

3. It is further agreed, however, that the Mortgage and Note on which there is an outstanding principal balance of \$192,716.40 plus interest and shall mature on April 1, 1999. Said Note will bear interest from the date hereof until maturity at a FIXED RATE OF EIGHT AND THREE QUARTERS PERCENT (8.75%). Monthly payments of ONE THOUSAND FIVE HUNDRED TWENTY SIX AND 24/100 PRINCIPAL, INTEREST AND REAL ESTATE TAX ESCROW will be made on a monthly basis commencing May 1, 1998 and on the 1st day of each month thereafter until the maturity date of April 1, 1999. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N.A. IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED BY THE MORGAGOR, OR THE MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint. ALL PAYMENTS on account of the indebtedness evidenced by this modification shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A PAYMENT IS DUE, PlainsBank of Illinois, N.A. shall be entitled to collect and the Mortgagor obligated to pay a late charge of five percent (5.00%) of the amount of the late payment.

4. Said Mortgage and Note as supplemented and extended are subject to all the provisions contained in said Mortgage and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.

5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and extended, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Mortgage and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

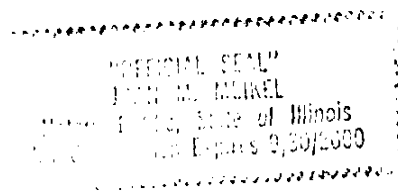
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO\*  
as Trustee, as aforesaid, and not personally,

By *Annette N. Brusca*  
Assistant Vice President

\*as Successor Trustee to NBD Bank  
STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify ANNETTE N. BRUSCA an officer of American National Bank and Trust Company of Chicago 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 said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this (date) 23rd day of April, 1998.



*Jean M. Munkel*  
NOTARY PUBLIC

6. All of the real property described in the aforementioned Mortgage shall remain in all respects subject to the lien, charge and encumbrance of said Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Mortgage except as expressly provided herein.

7. The word "Note" as used herein shall be construed to mean the Note and the Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this supplement, extension and modification may be recorded with the Recorder in Cook County, state of Illinois. This supplement, extension and modification together with the original Mortgage and Note shall constitute the terms and conditions of the Mortgage and Note and be binding upon the Mortgagor and its successor and assigns.

IN WITNESS WHEREOF the Mortgagor and the Mortgagee have hereunto set their seal this 13th day of April, 1998.

PLAINSBANK OF ILLINOIS, N.A.

AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 16, 1978 AND KNOWN AS LAND TRUST #LT-1217

*Margaret A. Higgins*  
BY: Margaret A. Higgins,  
Assistant Vice President

SEE DOCUMENT ATTACHED FOR SIGNATURE OF TRUSTEE FOR NECESSARY ACKNOWLEDGMENT  
TRUSTEE OFFICER

*John A. Burke*  
ATTEST: John A. Burke,  
Vice President

This document <sup>sent to</sup> prepared by: Ella Siptrott  
PLAINSBANK OF ILLINOIS, N.A.  
678 LEE STREET  
DES PLAINES, ILLINOIS 60016

Please mail Recorded Documents to the above Party



STATE OF ILLINOIS )

COUNTY OF COOK )

I, Nancy Radek, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Margaret A. Higgins, Assistant Vice President, of PLAINSBANK OF ILLINOIS, N.A., and John A. Burke, Vice President, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 said Corporation, for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that, as custodian of the corporate seal of said corporation, she did affix said corporate seal to said instrument as her own 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

Third day of April, A.D. 1998

Nancy C. Radek  
Notary Public  
My commission expires: 11/26/00



Clerk's Office

ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT

Commitment No. \_\_\_\_\_

Loan No. \_\_\_\_\_

The undersigned hereby certifies with respect to the land described in the above commitment it has been advised by the Beneficiaries of said Trust that to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied; that there are no unrecorded contracts to purchase the land; and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none".)

(Use back page hereof if necessary.)

That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses except as to any personal liability of the undersigned; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of binding the holder or holders, from time to time of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto, except as to any personal liability of the undersigned by the mortgagor or the mortgagor's heirs, personal representatives or assigns.

INDIVIDUALS

Date \_\_\_\_\_  
Seller or Owner \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

INDIVIDUALS

Purchaser \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

This Agreement is signed by American National Bank and Trust Company of Chicago not individually but solely as Trustee under a certain Trust Agreement known as Trust No. LT-1217. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of American National Bank and Trust Company of Chicago is hereby expressly waived by the parties hereto and their respective successors and assigns.

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

TRUSTEES

The above statements are made by American National Bank and Trust Company of Chicago not personally but as Trustee under the trust agreement known as Trust No. LT-1217 on the above date by virtue of the written authority and direction of the beneficiaries under the trust.  
By: [Signature] (Seal)  
Trust Officer

TRUSTEES

The above statements are made by American National Bank and Trust Company of Chicago not personally but as Trustee under the trust agreement known as Trust No. \_\_\_\_\_ on the above date by virtue of the written authority and direction of the beneficiaries under the trust.  
By: \_\_\_\_\_ (Seal)  
Trust Officer

We certify that no survey was furnished to me/us and none is available.

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on 4-1-98 and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

4-1-98  
Dated \_\_\_\_\_

[Signature]  
Signature \_\_\_\_\_

ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT

Commitment No \_\_\_\_\_

Loan No \_\_\_\_\_

The undersigned hereby certifies with respect to the land described in the above commitment it has been advised by the Beneficiaries of said Trust that, to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied, that there are no unrecorded contracts to purchase the land, and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none")

(Use back page hereof if necessary)

That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses except as to any personal liability of the undersigned; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of benefiting the holder or holders, from time to time of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto, except as to any personal liability of the undersigned by the mortgagor or the mortgagor's heirs, personal representatives or assigns.

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Purchaser \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

This Agreement is signed by American National Bank and Trust Company of Chicago not individually but solely as Trustee under a certain Trust Agreement known as Trust No. LT-1217. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of American National Bank and Trust Company of Chicago is hereby expressly waived by the parties hereto and their respective successors and assigns.

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

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By: [Signature] (Seal)  
Trust Officer

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By: \_\_\_\_\_ (Seal)  
Trust Officer

We certify that no survey was furnished to me/us and none is available.

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on 4-1-98 and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated 4-1-98

[Signature]  
Signature