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Cook County Recorder 31.50

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COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

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**LOAN MODIFICATION AGREEMENT/ADDITIONAL ADVANCE OF MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENTS  
AND OTHER LOAN DOCUMENTS**

THIS LOAN MODIFICATION AGREEMENT/ADDITIONAL ADVANCE OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENTS AND OTHER LOAN DOCUMENTS ("Modification") effective as of this 14th day of December, 1998, by and between Mid America Bank, nsb, formerly known as Mid America Federal Savings Bank, ("Lender") and LaSalle National Bank, as Trustee Under Trust Agreement dated 02/12/97 and known as Trust # 120776 (hereinafter collectively referred to as "Borrower").

RECITALS

WHEREAS, on or about March 9, 1998, Borrower and Lender entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction") wherein Lender agreed to lend to Borrower the sum of Two Hundred Sixty Five Thousand and 00/100ths Dollars (\$265,000.00); and

WHEREAS, to evidence said Loan Transaction, Borrower made, executed and delivered to Lender that certain Promissory Note dated March 9, 1998 ("Note") in the original principal sum of Two Hundred Sixty Five Thousand and 00/100ths Dollars (\$265,000.00); and

WHEREAS, said Note is secured by that certain Mortgage dated March 9, 1998 and recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 98223751 ("Mortgage"), against the Real Estate legally described on Exhibit "A" attached hereto and incorporated herein ("Real Estate") and an Assignment of Leases and Rents recorded in the office of Recorder of Deed of Cook County, Illinois as Document Number 98223752; and

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WHEREAS, said Mortgage, Note, Assignment of Leases and Rents shall be collectively referred to as "Loan Documents";

WHEREAS, Lender has disbursed to Borrower the sum of Two Hundred Sixty Five Thousand and 00/100ths Dollars (\$265,000.00) and the additional sum of Twenty Six Thousand Nine Hundred Twenty One and 88/100 Dollars (\$26,921.88), and has performed all of its other duties and obligations as set forth in Loan Documents; and

WHEREAS, Borrower has requested that Lender further modify certain terms of the Loan, as agreed by the parties; and

WHEREAS, Lender has agreed to modify certain terms and conditions of the Note and Loan Documents, as more fully set forth in that certain Loan Modification Agreement/Additional Advance between Lender and Borrower, dated effective as of December 14, 1998.

WHEREAS, the parties desire to set forth the amended terms of the Mortgage, so that the new terms of the Mortgage are clarified for the benefit of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto that the Mortgage is hereby amended as follows:

- (1) The foregoing recitals are true in substance and fact and hereby incorporated by reference, as if fully set forth herein.
- (2) The parties hereto agree that the terms of the Note shall be modified as more fully set forth in the Loan Modification Agreement/Additional Advance and the maturity date of the Note shall be April 1, 2023 or the earlier date on which the Note is accelerated due to an Event of Default, (as defined in the Note, the Mortgage, any Loan Document or any other document evidencing or securing the Note) by Borrower.

In the event of any conflict between the terms of the Mortgage or any Loan Document or this Modification, the terms of this Modification supersedes all prior arrangements and understandings (both written and oral) among the parties hereto with respect to the subject matter of this Modification. Notwithstanding anything to the contrary herein, the terms and conditions of the Mortgage and Loan Documents not expressly modified by the terms of this Modification, shall remain in full force and effect. In all other respects, the Borrower expressly reaffirms all of the terms, conditions and covenants of the Loan and Loan Document identified above. This Modification is not a novation, termination, release, waiver, settlement, compromise or discharge of any of the rights and remedies of Mid America as provided in the Mortgage or Loan Documents, but, rather, a modification of the terms of same. Any default under the terms and conditions of this Modification shall be deemed an "Event of Default" under the terms of the Note and each of the Loan Documents.

IN WITNESS WHEREOF, the parties have executed this Modification effective as of the date and year first written above.

AS TO THE TRUST:

LaSalle National Bank, as Trustee Under Trust Agreement dated 02/12/97 and known as Trust # 120776 and not personally

IN WITNESS WHEREOF, not personally but as Trustee as aforesaid, has caused these presents to be signed by its <sup>Asst. Vice</sup> President, and its corporate seal to be hereunto affixed and attested by its <sup>Asst. Secretary</sup> Secretary, this 23rd day of December, 1998.

See Exhibit 'B' for Trustee's Exoneration Clause  
LASALLE NATIONAL BANK

As Trustee as aforesaid and not personally

ATTEST:

*Joseph W. Lang*  
Asst. Secretary

*Nancy A. Carlin*  
By: President  
Asst. Vice

STATE OF ILLINOIS )  
) SS  
COUNTY OF Cook )

THE UNDERSIGNED, a Notary Public in and for said county and state aforesaid, do hereby certify, that Nancy A. Carlin, personally known to me to be the Asst. Vice President and Joseph W. Lang personally known to me to be the Asst. Secretary of said corporation and 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 as such <sup>Asst. Vice</sup> President and <sup>Asst. Secretary</sup> Secretary signed and delivered the said instrument as the <sup>Asst. Vice</sup> President and <sup>Asst. Secretary</sup> Secretary of said corporation as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THIS 23rd DAY OF December, 1998.

*Loures Martinez*  
Notary Public

My Commission Expires: \_\_\_\_\_



AS TO THE LENDER:



**LEGAL DESCRIPTION:**

**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1,  
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN  
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, 1020.86 FEET NORTH AND 789.48 FEET WEST OF THE  
SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, AS  
MEASURED ALONG THE EAST LINE THEREOF, AND ALONG A LINE AT RIGHT ANGLES  
THERETO, (SAID EAST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR  
THIS LEGAL DESCRIPTION), THENCE SOUTH 67 DEGREES 48 MINUTES 22 SECONDS  
WEST, 50.71 FEET; THENCE NORTH 22 DEGREES 11 MINUTES 38 SECONDS WEST,  
58.67 FEET; TO A POINT 1056.03 FEET NORTH AND 858.61 FEET WEST OF THE  
SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, AS  
MEASURED ALONG THE EAST LINE THEREOF, AND ALONG A LINE AT RIGHT ANGLES  
THERETO; THENCE NORTH 26 DEGREES 32 MINUTES 00 SECONDS EAST, 9.9 FEET,  
THENCE NORTH 67 DEGREES 48 MINUTES 54 SECONDS EAST, 23.47 FEET, THENCE  
NORTH 34 DEGREES 05 MINUTES 41 SECONDS EAST, 11.70 FEET, THENCE NORTH  
67 DEGREES 48 MINUTES 22 SECONDS EAST, 10.0 FEET, THENCE SOUTH 22  
DEGREES 11 MINUTES 38 SECONDS EAST, 71.75 FEET TO THE POINT OF  
BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS  
AND EASEMENTS FOR THE BENEFIT OF SAID REAL ESTATE AS SET FORTH IN A  
CERTAIN DECLARATION OF PROTECTIVE COVENANTS DATED AUGUST 18, 1977 AND  
RECORDED SEPTEMBER 23, 1977 AS DOCUMENT 24119679, ALL IN COOK COUNTY,  
ILLINOIS

**PERMANENT INDEX NO.:** 02-01-200-034

**PROPERTY ADDRESS:** 2340 W NICHOLS, ARLINGTON HEIGHTS, IL 60004

Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF  
(TRANSFER AGREEMENT  
MORTGAGE (EXTENSION AGREEMENT  
(ADDITIONAL ADVANCE AGREEMENT  
(

Dated December 23, 1998 Under Trust No. 120776

This instrument is executed by **LASALLE NATIONAL BANK**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL BANK** are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL BANK** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL BANK**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL BANK**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL BANK** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Clerk's Office