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1999-03-02 13:58:37
Cook County Recorder 31.00



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A 00152365 NA 6ae00

FIRST AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Amendment") is made as of January 30, 1999, by and among **Milton Pinsky and Elizabeth Pinsky** (jointly, "Borrower") and **LaSalle National Bank**, a national banking association ("Lender").

RECITALS:

A. Lender has loaned to Borrower the principal sum of \$535,000 (the "Loan"). The Loan is evidenced by a certain Promissory Note dated November 2, 1998 (the "Note"), made by Borrower in the principal amount of \$535,000 payable to Lender, which Note matures on January 31, 1999 (the "Original Maturity Date").

B. Borrower has notified Lender that for reasons beyond Borrower's control, Borrower has been unable to proceed with the construction of the improvements on the real estate which is the subject of the Mortgage described below, and has requested that Lender extend the Original Maturity Date by ninety days, and Lender is willing to extend, on the terms and conditions hereinafter set forth.

C. The Note is secured by the Mortgage dated November 2, 1998 made by the Borrower to Lender and recorded in the Cook County Recorder's Office on November 10, 1998, as Document No. 08013637 (the "Mortgage") creating a first mortgage lien on certain improved real estate located in Glencoe, Illinois, and legally described in Exhibit A hereto (the "Property"); the aforementioned documents and the other documents or agreements delivered to Lender to

This instrument was prepared by, and after recording return to:
LaSalle National Bank
3201 N. Ashland Ave.
Chicago, Illinois 60657
Attn: Richard C. Jankowski

Permanent Real Estate Tax Index No.:
05-05-100-004
Common Address:
727 Longwood
Glencoe, IL 60022

BOX 333-CTI

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secure or evidence the Loan or to otherwise induce Lender to disburse the proceeds of the Loan are hereinafter referred to collectively as the "Loan Documents."

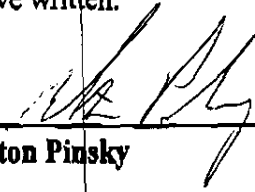
NOW, THEREFORE, in order to induce Lender to extend the Original Maturity Date by ninety days, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.
2. **Extension of Maturity Date.** Lender agrees that the Original Maturity Date is extended by ninety days to May 3, 1999 (the "New Maturity Date").
3. **Defaults.** Borrower represents and warrants to Lender that, to the best of its knowledge, as of the date hereof no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under the Note or the other Loan Documents.
4. **No Defenses.** Borrower represents and warrants to Lender that there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting the Borrower or the Property, or which would prevent the Borrower from complying with or performing its obligations under the Note, Mortgage or the other Loan Documents, and no basis for any such matter exists.
5. **Ratification of Liability.** Borrower hereby ratifies and confirms its liabilities and obligations under the Note, Mortgage and the other Loan Documents and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of its obligations and liabilities under the Note, Mortgage and the other Loan Documents, and hereby releases Lender from any damages, losses or claims which Borrower may have against Lender.
6. **Amendment Binding.** This Amendment shall be binding on the Borrower and its respective heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.
7. **Continued Effectiveness.** Except as expressly provided herein, the Note and Mortgage shall remain in full force and effect in accordance with their respective terms. Except as modified by the terms of this Amendment, all Loan Documents are herein incorporated by reference.

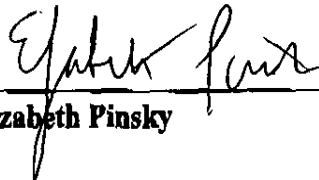
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8. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

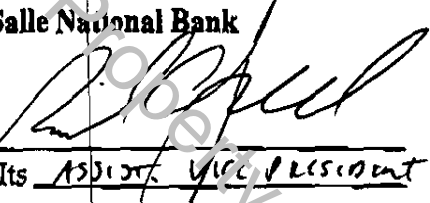
IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.



Milton Pinsky



Elizabeth Pinsky

LaSalle National Bank
By: 
Its Assistant Vice President

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RA1315130798 (Pinsky) Extension - Pinsky.v pd

Office of Cook County Clerk's Office

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STATE OF ILLINOIS)

) SS.

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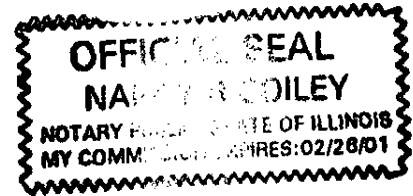
COUNTY OF Cook)

I, Nancy R. Coiley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Milton Pinsky**, who is 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 she signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal, this 22nd day of February, 1999.

Nancy R Coiley
NOTARY PUBLIC

My Commission Expires: 02/26/01



STATE OF ILLINOIS)

) SS.

COUNTY OF Cook)

I, Nancy R Coiley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Elizabeth Pinsky**, who is 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 his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of February, 1999.

Nancy R Coiley
NOTARY PUBLIC

My Commission Expires: 02/26/01



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ACKNOWLEDGMENT

STATE OF ILLINOIS)

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) SS

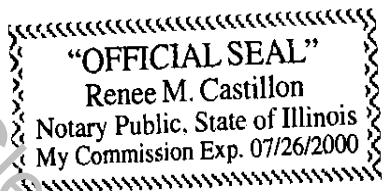
COUNTY OF COOK)

I, RENEE CASTILLON, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT RICHARD JANKOWSKI, the ASSIST. VICE PRES. of LaSalle National Bank, 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 said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of FEBRUARY, 1999.

Renee M. Castillon
Notary Public

My Commission Expires: 7-26-2000



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 3 IN H.L. PERLMAN'S SUBDIVISION OF THE NORTHWESTERLY 1/2 OF BLOCK 15 IN GLENCOE, A SUBDIVISION OF PART OF FRACTIONAL SECTION 5, PART OF THE SOUTHWEST 1/4, ALSO PART OF THE SOUTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, PART OF THE NORTH 1/2 OF SECTION 7 AND THE NORTH FRACTIONAL 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office