

UNOFFICIAL COPY

0 7 3 1 2 0

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said note and mortgage shall be construed as creating any liability on the Harris Bank Hinsdale, National Association as Trustee or on the Harris Bank Hinsdale, National Association

In all other respects, the parties hereto reconfirm and ratify the provisions of the mortgage, note, and construction loan agreement.

NOW, THEREFORE, the parties hereto agree to extend the Maturity date of the mortgage and note to December 10, 1989.

WHEREAS, said note is due and payable and the parties wish to extend the Maturity date of the note;

WHEREAS, the parties hereto executed a Loan Modification Agreement dated December 10, 1987 and filed January 25, 1988 as Document LR3683267 extending the maturity date of the note to December 10, 1988;

P.L.N. 18 19 103 003

That part of the Vacated 57th Street lying South of and adjoining Tract 3 in Burr Ridge Estates, being a subdivision of part of the North West 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, lying South of the Center Line of Plainfield Road, according to the Plat thereof recorded May 2, 1950 as Document 14790705 in Cook County, Illinois.

Also

Tract 2 in Burr Ridge Estates, a subdivision of part of the North West 1/4 of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of the Center Line of Plainfield Road in Cook County, Illinois according to the Plat thereof recorded May 2, 1950 as Document No. 14790705, in Book 382 of Plats, Page 22.

WHEREAS, Mortgagee has agreed to lend Mortgagee the principal amount of Six hundred Eighty Five Thousand and no/100 dollars (\$685,000.00) evidenced by a promissory note dated December 10, 1988, and secured by a Mortgage dated December 10, 1988, filed February 3, 1987, in the recorder's office of Cook County, Illinois as Document No. LR3588910, mortgaging, granting, and conveying to Mortgagee the property legally described as:

THIS AGREEMENT dated December 10, 1988 by and between the Harris Bank Hinsdale, National Association ("Mortgagee"); the Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated October 27, 1986 and known as Trust No. L-1402 ("Mortgagee"); and The Sedgley Development Group Partnership, J. Michael Meissner and William Swindle ("Guarantors"), witnesses:

LOAN MODIFICATION AGREEMENT

NOTE IDENTIFIED

3766586

3766586

70-23-181 3 10000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and the Harris Bank Hinsdale, National Association as Trustee and its successors, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises conveyed thereby for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, has executed this Loan Modification Agreement this 10th day of December, 1988.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated October 27, 1986, and known as Trust No. L-1402, and not personally

[Signature]
Assistant Vice President and Land Trust Officer
Attest: [Signature]
Assistant Vice President

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 10th day of December, 1988.

Harris Bank Hinsdale, National Association
By: [Signature]
Senior Vice President

IN WITNESS WHEREOF, Guarantors have executed this Loan Modification Agreement this 10th day of December, 1988.

THE SEDGLEY DEVELOPMENT GROUP PARTNERSHIP

[Signature]
William Swindle, Partner
[Signature]
Michael Meisner, Partner
[Signature]
William Swindle
[Signature]
Michael Meisner

93766586

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Clerk's Office

Notary Public

My commission expires 12-21-87

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Sunday P. Perry, who is Senior Vice President of Harris Bank Hinsdale, National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 10th day of December, 1988.

State of Illinois
County of Cook

Barbara J. Amern
Notary Public, State of Illinois
My Commission Expires 12-21-87
OFFICIAL SEAL

Notary Public

My commission expires 12-21-87

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Land Trust Officer of Harris Bank Hinsdale, National Association and Carol Ziemian, who is Assistant Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Land Trust Officer and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 10th day of December, 1988.

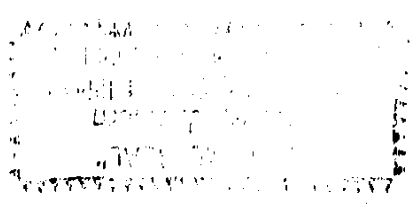
State of Illinois
County of Cook

98699926

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY



Notary Public

[Signature]

My commission expires _____

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that William Swindle, 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 free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 10th day of December, 1988.



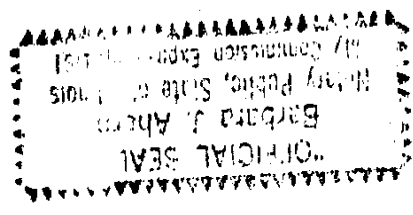
State of Illinois
County of Cook

Notary Public

[Signature]

My commission expires _____

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Michael Melasner, who is a Partner of The Sedgley Development Group Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Partner appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the partnership for the uses and purposes therein set forth. Given under my hand and seal this 10th day of December, 1988.



State of Illinois
County of Cook

Notary Public

[Signature]

My commission expires _____

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that William Swindle, who is a Partner of The Sedgley Development Group Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Partner appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the partnership for the uses and purposes therein set forth. Given under my hand and seal this 10th day of December, 1988.

State of Illinois
County of Cook

3766586

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3700586

31E0281

31E0281

This document prepared by:
S. O. Davis
Harris Bank Mobile
50 S. Lincoln
Hinsdale, IL 60521

Notary Publics

My commission expires

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that J. Michael Messner, 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 free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 10th day of December, 1988.

State of Illinois
County of Cook

UNOFFICIAL COPY

Property of **2007** County Clerk's Office

1226/23

~~3766586~~

~~3766586~~

3766586

09 JAN 12 PM 3:40

CAROL HOELEY BRAUN
REGISTRAR OF TITLES

REGISTRAR OF TITLES MARSHY - BUS - WOODRILL C71	3766586 No. IDENTIFIED
---	---------------------------

70-82-181

CHIEF CLERK