

3902729

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100-23005-#12 (Kozonis)

ARMELLA A. RATAJ  
4800 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656  
MODIFICATION AGREEMENT

MODIFICATION

AGREEMENT made this 3rd day of July 19 90 by and between  
PARKWAY BANK AND TRUST COMPANY ATUT# 8874 hereinafter called MORTGAGOR,  
and PARKWAY BANK AND TRUST COMPANY hereinafter called MORTGAGEE.

WITNESSETH

WHEREAS, the MORTGAGOR heretofore under the date of 6/17/88  
executed its Principal Promissory Note payable to the order of BEARER, which Note is  
secured by a Mortgage of the same date, executed by said MORTGAGOR and registered and  
(recorded in the Office of the Registrar of Titles/and the office of the County Recorder) of Cook  
County, Illinois as DOCUMENT NO. LR 3718139 88303844  
LR 3718140 88303845

WHEREAS, said note provided that the principal indebtedness of the MORTGAGOR to the  
MORTGAGEE, and the interest thereon, shall be repaid ~~in successive monthly installments~~  
~~in the amount set forth in said Note commencing~~ INTEREST ONLY SHALL BE PAYABLE MONTHLY,  
AND SHALL BE CALCULATED ON THE ACTUAL DOLLARS USED DURING THAT MONTH.

WHEREAS, the parties hereto desire to change the following:

INCREASING THE AMOUNT OF THE LOAN <sup>AP</sup> FROM \$3,200,000.00 to \$5,250,000.00.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

INTEREST REMAINS AT 10 1/8%

NOW, THEREFORE, in consideration of One Dollar, each to the other in hand paid, and in  
consideration of other good and valuable consideration the receipt and sufficiency of  
which is hereby acknowledged, it is agreed by and between the parties that the install-  
ments provided to be paid under the terms of said Note shall be due and payable on:

CONSTRUCTION LOAN: - SEPTEMBER 7, 1990

END LOAN: - SEPTEMBER 7, 1993

Except as herein modified, the terms, covenants and conditions of said Note and Mortgage  
shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as  
of the day and year first above written.

PARKWAY BANK AND TRUST COMPANY ATUT # 8874

PARKWAY BANK AND TRUST COMPANY

BY: [Signature]  
Asst. Vice President - Trust Officer

BY: [Signature]

PARKWAY BANK & TRUST CO.  
4800 N HARLEM AVE.  
HARWOOD HEIGHTS, IL 60656  
BOX 282

Exoneration provision restricting any  
liability of Parkway Bank & Trust Co.,  
stamped on the reverse side hereof,  
is hereby expressly made a part hereof.

Vertical text on the left margin: "Subject to the terms and conditions of the original agreement..."

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## Legal Description

Parcel 1: Lots 1, 2, and 3 of Owners' and Trustee's Division of Lot 10, in Block 42, in Village of Jefferson, in Sections 8, 9 and 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Also  
Lot 2 in Owners' and Trustee's Resubdivision of Lot 4 of Owners' and Trustee's Division of Lot 10 in Block 42, in Village of Jefferson in Sections 8, 9 and 16, in Township 40 North, Range 13 East of the Third Principal Meridian, in Cook county, Illinois.

Permanent Real Estate Index Numbers: 13-09-323-015-0000, 13-09-323-016-0000  
4847-49 21 2111111111 11111111 13-09-323-018-0000, 13-09-323-019-0000

LAND TITLE CO.  
100 W. MONROE ST. CHICAGO ILLINOIS 60603

Property of Cook County, Illinois

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STATE OF ILLINOIS  
COUNTY OF COOK ) 58

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do HEREBY CERTIFY THAT ROSANNE DE PASS personally known to me to be the Vice President of PARKWAY BANK AND TRUST COMPANY a banking corporation, and LEA M. KUVATSLIS personally known to me to be the Assistant Cashier of said banking 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 officers, they signed and delivered the said instrument as such officers of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of July 1990.

Notary P. Bennett  
Notary Public

This Agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 8874 Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the terms of this Agreement shall be payable out of any trust or party which may be held thereunder and no one shall be personally liable for the same. None of any of the terms and conditions of this agreement or of the validity or operation of the title of said party or of any other matter with respect thereto. Any and all personal liability of Parkway Bank and Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.