



LOAN MODIFICATION & EXTENSION AGREEMENT

August 17, 2001

Loan Number 6105315300

DAVID MOSIONZNIK AND LUBA MOSIONZNIK

OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, PARTY OF THE First Part, and DEVON BANK, an Illinois Banking Corporation, organized and existing under the laws of the State of Illinois.

W I T N E S S E T H

WHEREAS, DAVID MOSIONZNIK AND LUBA MOIONZNIK, HIS WIFE heretofore executed AND delivered a certain Trust Deed dated **MARCH 30, 1998** and recorded with the Cook County Recorder of Deeds as Document No. 98258573 and registered with the Cook County Recorder of Deeds as Document No. 98258573 conveying to DEVON BANK, an Illinois Banking Corporation, as Trustee, a certain premises in said Trust Deed particularly described:

LEGAL DESCRIPTION:

LOT 36 (EXCEPT THE WEST 20 FEET THEREOF) AND ALL OF LOT 37 IN BLOCK 3 IN A.A. LEWIS DEMPSTER TERMINAL SQUARE FIRST ADDITION, BEING A SUBDIVISION OF THE PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Commonly Known as: 5000 W. GREENLEAF, SKOKIE, ILL 60077

Permanent Index Number: 10-21-213-054-0000

MORTGAGOR also hereby grants to **MORTGAGEE**, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

As said Trust Deed was given to secure payment of one certain principal promissory note of even date therewith for the principal sum of **ONE HUNDRED FIFTY TWO DOLLARS AND NO/100THS***** DOLLARS (\$152,000.00)** payable in monthly installments of **ONE THOUSAND EIGHTY EIGHT DOLLARS AND 95/100'S*****(\$1,088.95) Dollars** each, the first of which was due and payable **MAY 1, 1998** and the remaining installments at monthly intervals thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the **FIRST** day of **APRIL 2003**, said monthly installments shall include interest at the rate of **SEVEN AND THREE QUARTERS PERCENTAGE POINTS (7.750%)** per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note are applied first to interest on the unpaid principal balance and the remainder to principal; and

WHEREAS, the said Trust Deed securing said principal promissory note is valid and subsisting lien on the premises described in said Trust Deed for the principal sum of **ONE HUNDRED FIFTY TWO THOUSAND AND NO/100THS*****(\$152,000.00) DOLLARS;** and

WHEREAS, **DAVID MOSIONZNIK AND LUBA MOSIONZNIK, HIS WIFE**, is the present owners on the premises described in said Trust Deed, and

WHEREAS, the party of the Second Part is the legal holder and owner of said principal note and has been requested to modify the terms of payment thereof so that the same shall become due and payable in monthly installments as hereinafter set forth, which it has consented to do, in consideration of the payment to be made as herein provided;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made between the parties hereto, the said parties do hereby mutually promise and agree as follows, to wit:

That the terms of payment set forth in the principal Promissory Note in the sum of **ONE HUNDRED FIFTY TWO THOUSAND AND NO/100THS*****(\$152,000.00) DOLLARS** and in the Trust Deed securing the same, are hereby modified and amended so that the remainder of the unpaid principal balance of said Promissory Note secured by said Trust Deed shall become due payable as follows, to wit: President

Attest By: **ONE THOUSAND TWENTY NINE DOLLARS AND 72/100THS(1029.72)** beginning on the **First** day of **October, 2001** AND **ONE THOUSAND TWENTY NINE DOLLARS AND 72/100THS*(\$1029.72)**. each and every month thereafter until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the **FIRST** day of **September, 2026**, said monthly installments

shall include interest at a rate of SEVEN PERCENT (7.00%) percent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the

-2-

indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal balance due as of this date being ONE HUNDRED FORTY FIVE THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND 33/100THS***** (\$145,691.33) .

AND the said parties hereby further mutually agree that all of the other provisions and covenants in said principal note and in the said Trust Deed contained, except as herein specifically modified and amended shall remain in full force and effect.

IN WITNESS WHEREOF, the said Parties of the First Part, DAVID MOSIONZNIK AND LUBA MOSIONZNIK have affixed their hands and seals the day and year first above written, and the said Party of the Second Part, DEVON BANK, has caused this instrument to be signed in its corporate name by its Assistant Vice President and its corporate seal to be affixed and attested by its Assistant Vice President as of the date and year first above written.

/s/ [Signature]
DAVID MOSIONZNIK

/s/ [Signature]
LUBA MOSIONZNIK

By: [Signature]
Mary E. Howard

C O R P O R A T E
S E A L

Its: _____
Assistant Vice _____
ITS: _____

Cook County Clerk's Office

UNOFFICIAL COPY

-3-

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

DAVID MOSIONZNIK AND LUBA MOSIONZNIK

who are 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20_____

/s/ _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ of said Corporation who personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act of said Corporation, for the uses and purpose therein set forth; and the said _____ then and there acknowledged that as custodian of the Corporate Seal of said Corporation, he did affix said Corporate Seal to said instrument as his 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 17th day of August, 2001.

/s/ ISA HARB
NOTARY PUBLIC

