

UNOFFICIAL COPY

0010850872

7/35/0217 18 001 Page 1 of 2
2001-09-13 14:11:40
Cook County Recorder 43.00

Multis/puppy
A.J. Smith Federal Savings Bank
14757 South Cicero Avenue
Mendota, IL 60445



081007736
ca

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement ("Agreement") dated as of July 7, 2001 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and WORTH BANK & TRUST AS TRUSTEE U/T/A DATED APRIL 1, 1974 AND KNOWN AS TRUST #1208, ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of FORTY THOUSAND Dollars (\$40,000.00). Mortgagor's obligation to repay said loan is evidenced by a promissory note dated JUNE 27, 1996 ("Note") and is secured by a mortgage ("Mortgage") dated JUNE 27, 1996 and recorded 07-17-1996 in the Recorder's Office of COOK County Illinois as Document No. 96-544320 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as:

LOT 19 IN FREDERICK H. BARTLET T S PALOS HILLS, A SUBDIVISION OF SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#: 23-10-407-004 P/A: 8928 VI 1000 P1
Palos Hills, IL

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

Mortgagor has asked Mortgagee to extend the maturity date of the Note and Mortgage and Mortgagee is willing to extend the maturity date of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of 1.00 % OVER PRIME (VARIABLE) percent per annum
2. Commencing AUGUST 15, 2001 and on the 15TH day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of principal and interest ONLY.
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on JULY 15, 2006, (the "Maturity Date").
4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.
5. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

Robert Wall
 Founders Bank t/k/a WORTH BANK & TRUST AS TRUSTEE U/T/A
 DATED 04-01-1974 AND KNOWN AS TRUST
 NO. 1208



BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10-10-11 10:10 AM

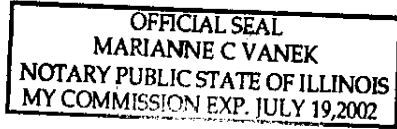
UNOFFICIAL COPY

State of Illinois, County of COOK

Founders Bank f/k/a

I, the undersigned, a Notary Public in and for said county and state do hereby certify that **WORTH BANK & TRUST AS TRUSTEE U/T/A DATED 04-01-74 AND KNOWN AS TRUST # 1208**, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.



Marianne C. Vanek

My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

A.J. SMITH FEDERAL SAVINGS BANK

BY: *Donna J. Manuel*

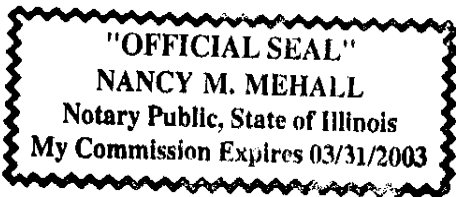
State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, t of **A.J. SMITH FEDERAL SAVINGS 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 **SHE** signed and delivered the said instrument as **HER** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

Nancy M. Mehall

My Commission Expires:



10850872

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Founders Bank or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

UNOFFICIAL COPY

Property of Cook County Clerk's Office