00391059

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## NOTE AND MORTGAGE EXTENSION AGREEMENT

NOTE # <u>554580</u>

THIS AGREEMENT, made and entered into this <u>28th</u> day of <u>April, 2000</u>, by and between <u>First National Barik in DeKalb</u>, a national banking corporation, first party (hereinafter referred to as "Bank") and <u>James C Loughlin and Dorothy M Laoughlin</u> (hereinafter referred to as "Mortgagor"), second party.

WHEREAS, Mortgagor is indebted to back in the principal sum of Nine Hundred thirty thousand and 00/100 dollars, as evidenced by one certain promissory note for \$930,000.00 given and executed by Niortgagor, dated October 31, 1997, and secured by a mortgage of even date therewith, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 97828001.

AND WHEREAS, the said note bears interest at the rate of <u>7.5%</u> and contained a stipulation of the entire unpaid principal balance of \$930,500.00 to be due on <u>April</u> 30, 2000.

AND WHEREAS, Mortgagors upon said note desire an extension of the time of payment of said unpaid principal sum for the term of <a href="Three Months">Three Months</a> from the date of its maturity, to-wit, from the <a href="30th day of April">30th day of April</a>, 2000

NOW THEREFORE, the Bank, for and in consideration of the covenants and agreements herein made by Mortgagor; hereby covenants and agrees to and with Mortgagor, that the time of payment of the above mentioned principal sum shall be and is hereby extended for the term of <a href="https://example.com/Three-Months">Three Months</a> from the date of its maturity, viz, until <a href="https://example.com/July 30, 2000">July 30, 2000</a>.

And the Mortgagor, for and in consideration of the extension above mentioned, do hereby covenant and agree to and with the Bank:

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- 1. Interest will be paid current to April 28, 2000 in the amount of \$5,790.92 at the time of the extension and monthly thereafter with payments due on the 30th of each month until maturity at 7/30/00.
- 2. That Mortgagor will faithfully observe and perform all the conditions and agreements contained in said notes and mortgage, during the term of said extension and until said debt is fully paid and satisfied, and that if said conditions and agreements, or any of them, are violated or broken, or default is made in the payment of any installment of said interest or principal when due, then Bank at its option, at any time thereafter, and pursuant to notice as provided in said mortgage, may elect to declare said extension at an end and thereupon this agreement shall be null and void, and the Bank may resort at once to any or all remedies provided for in said note and mortgage, in the same manner and with like effect as if this agreement had not been made. But failure to exercise said option promptly shall not stop said Bank from asserting said rights at any time thereafter.
- 3. The legal description of the moltoaged property is described as follows:

Refer to Exhibit 'A' which is attached pereto and made a part hereof.

IT IS FURTHER understood and agreed that fall covenants and agreements hereinabove made shall be equally binding upon and in are to the benefit of the heirs, executors, administrators, successors, and assigns, respectively of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Extension Agreement.

Bank

FIRST NATIONAL BANK IN DEKALB

J David Conlin

Vice President

ATTEST: // Rod Schairer

Vice President

Mortgagor

ámes C Loughlin'لر)

Dorothy M Loughlin

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State of Illinois ) County of DeKalb)

I, the undersigned, a notary public in and for said County and State do hereby certify J David Conlin and Rod Schairer , personally known to me to be the same person whose names are respectively as Vice President and Vice President of First National Bank in DeKalb, a national banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being only authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the Bank and as their own free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal this 35 the day of April 2000 day of april

(Seal)

State of Illinois)

County of DeKalb )

Notary Public, State of Illinois DeKalb County ommission Expires 07/23/01

I, the undersigned, a notary public in and for said County and State, do hereby certify that James C Loughlin and Dorothy M Loughlin personally known to me to be the same persons who appeared before me this day in person and severally acknowledged that they being duly authorized, signed, sealed with the corporate seal (if applicable), and delivered the said instrument as the free and voluntary act of the Mortgagor and as their own free and voluntary act for the uses and purposes thereir set forth.

Given under my hand and official seal, this 28 Dec 2000

(Seal)

Notary Public

Prepared by & Return To: First National Bank in DeKalb 141 W. Lincoln Hwy DeKalb, IL 60115

"OFFICIAL SEAL" JAMES DAVID CONLIN Notary Public, State of Illinois My Commission Expires 05/09/01

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EXHIBIT 'A'

PARCEL 1: LOT 23 IN SPRING CREEK AT SOUTH BARRINGTON, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 14, 1987 AS DOCUMENT NUMBER 3659362.

PARCEL 2: LOT 9 IN ROLLING KNOLLS ESTATES UNIT NUMBER 1, A RESUBDIVISION OF PART OF LOT 7 IN COUNTY CLERK'S DIVISION IN SECTION 16 AND LOT 8 IN COUNTY CLERIC'S DIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DIV. SIPAL M. OCOOK COUNTY CLORAS OFFICE