94 DEC -8 AM 8: 27

04029742

Loan #7250-4

LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 30th day of SEPTEMBER, 1994, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and LASALLE NATIONAL TRUST, N.A., NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1989 AND KNOWN AS TRUST NUMBER 114153 Owner of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment and increase the amount of the indebtedness by THIRTY THOUSAND AND NO/100THS evidenced by the original principal note or notes in the sum of TWO HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100THS Dollars, dated MARC' 120, 1989 secured by a trust deed in the nature of a mortgage recorded on MARCH 29, 1989 in the office of the Recorder of Deeds of Jock County, Illinois, as Document Number ____conveying co LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

LEGAL LESCRIPTION

LOTS 21 AND 22 IN BLOCK 5 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1906 AS DOCUMENT NO. 3874151 IN COOK COUNTY, ILLINOIS. SOM CO

PERMANENT INDEX NUMBER

13-14-217-018

PROPERTY ADDRESS

7198893 NABK

4501 N. KIMBALL, CHICAGO, IL

RETURN TO RECORDER'S BOX

146

Prepared by and mail to: LaSalle Bank Lake View 3201 N. Ashland Chicago, IL 60657 Attn: Ruth Yunker

UNOFFICIAL COPY .

Sarran Commence

Proberty of Cook County Clark's Office

UNOFFICIAL COPY

- 2. The amount remaining unpaid on the indebtedness is TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED TWENTY THREE AND 56/100THS (\$280,223,56) Dollars.
- 3. Said remaining indebtedness of TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED TWENTY THREE AND 56/100THS (\$280,223.56) and interest on the balance of principal remaining from time to time unpaid at the rate of NINE AND THREE-EIGHTHS per cent (9.375%) per annum shall be paid in installments as follows: \$2.589.22 on the 15TH day of NOVEMBER, 1994 and \$2,589.22 on the 15TH day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be die on the 15TH day of OCTOBER, 1999. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of FOURTEEN AND ONE-QUARTER (14.25%) per cent per annum. The owner in consideration of such extension premises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described but if that can not be done legally then in the most valuable legal tender of the United States of America current on the due date thereof or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKE VIEW, 3201 N. Ashland Avenue, Chicago, Illinois
- 4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving frirty (30) days written notice to the holder hereof of the intention to make such prepayment, if at the time of said prepayment:
- 1. The yield on a United States Treasury Bond with the closest matching maturity to the maturity date of this losu is the same as or greater than the interest rate on this loan, there is no prepayment premium.
- 2. The yield on said Bond is less than the interest rate on the subject loan, the prepayment premium will be calculated as follows:
 - a. Multiplying the principal balance at the time of prepayment by the difference between the interest percentage rate on this loan and the yield on the United States Treasury Bond with the closest matching maturity to the maturity date of this loan; then
 - b. Dividing the figure obtained in (a) by 12, then

The same of the sa

Property of Coot County Clert's Office

UNOFFICIAL COPY

c. Multiplying the figure obtained in (b) by the number of months remaining until the maturity date of this loan.

No prepayment premium will be applicable to any amounts due at maturity, provided that where the maturity shall have been accelerated for default, the above prepayment premium shall be charged if permitted by law, except that Borrower shall have the right to prepay the outstanding indebtedness on this loan at par during the last six (6) months of the loan term.

- 5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then the entire principal sum perpend by said mortgage or trust deed together with the then accrued interest thereon, shall without notice, at the option of the holder or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.
- 6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.
- This agreement is supplementary to said mortgage or trust All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest note shall bind the heirs, personal representatives and assigns of the The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

Property of Cook County Clark's Office

UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

	ACCEPTED:			
	LASALLE BANK LAKE VIEW		TIONAL TRUST, N.A.	
	an Illinois Corporation		aforesaid:	
	(1) (1)	and not becomed		
	- Wander Das	million 1		
	BY: VI PAR Broad dank	BY: Poss	O. J. Mag	
	Vice President	Z:STI	R. VICE PRESIDENCE	
	' O ₄			
		/ /)	
	ATTEST: Jane / Janes	ATTEST:	Le.	
	Vice President	ITS. A	estatant Sagratary	•
				
	$O_{\mathcal{K}}$			
	STATE OF ILLINOIS)			
) SS			
	COUNTY OF COOK)			4029742
	I, a Notary Public in and	for maid Co	unt: in the State	
	aforesaid, DO HEREBY CERTIFY that			15
	5r Assistant Vice Presiden			<u> </u>
	andinga Bell ASE	FANT SECRETAR	Y Trust Officer of	7.4
	said Bank, who are personally know	wi co me to	be the same person	1
_	whose names are subscribed to the	e_furegoing	instrument as such	
ŗ.	. Assistant Vice President and Trust	Officer, rea	spectively, appeared	115 <i>m</i> 311 111 1
	before me this day in person and	l acknovieds	red that said 120 st	- HOLL I WANTY
	Officer, as custodian of the corpor	ate seal of	said Bank, did affix	
	the corporate seal of said Bank to	said Insti	rument as said Trust	
	Officer's own free and voluntary ac	t and as the	e ree and voluntary	
	act of said Bank, as Trustee as	aloresald,	roi the uses and	
	purposes therein set forth.			
	GIVEN under my hand and Notar	ial Seal thi	19 17th 188 of	
	October , 1994.	iai beai em		
		3	"OFFICIAL TOO,"	
	O(-0.4)	}	Vicki Hove	
	Muke How		Matery Public, State of Minols	
	Notary Public		My Communion Septem Dec. 19, 1994	
			mannemanner de la company.	

Property of Cook County Clark's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Calles under my hand and Notarial Seal this Aday of

Notary Public

Ruth A. Yunker
Notary Fublic, State of Minutes
My Commission Expires 5/16/19
My Commission Expires 5/16/19

04029742

Pagi

Property of Cook County Clerk's Office