

# UNOFFICIAL COPY

LOAN No. 11-507038-8



THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:  
Gerald Haase

Doc#: **0802909038** Fee: **\$28.50**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/29/2008 09:41 AM Pg: 1 of 3

Central Federal Savings and Loan  
Association of Chicago  
1601 W. Belmont Ave.  
Chicago, IL 60657



## Second Loan Extension Agreement

WHEREAS, **CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO** (hereinafter referred to as "Mortgagee"),  
loaned to **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1992, AND KNOWN AS TRUST NUMBER 116018-04, AND NOT PERSONALLY** (hereinafter referred to as "Mortgagor")

the principal sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ( \$300,000.00 ),

as evidenced by a Note and Mortgage dated SEPTEMBER 11, 1992, which Mortgage is duly recorded in the Recorder's Office of Cook County, Illinois, as Document No. 92 817 300, First Loan Modification Agreement dated MARCH 23, 1998

and a First Loan Extension Agreement dated DECEMBER 17, 2002 and recorded as Document No. 0030211120

conveying to **CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO**, certain real estate in Cook County, Illinois, described as follows, to-wit:

LOT 4 IN BLOCK 4 IN GRADY AND WALLEN'S DEVON AVENUE ADDITION TO ROGERS PARK, A SUBDIVISION OF THE EAST 505.82 FEET OF THE SOUTH 1328.42 FEET OF LOT 4 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6434-38 N. SACRAMENTO AVE., CHICAGO, IL 60645

P/R/E/1 #10-36-323-011-0000

WHEREAS, the undersigned Mortgagor does hereby request a second extension of the loan term and Mortgagee is willing to extend the loan term for an additional FIVE ( 5 ) years;

THEREFORE, for and in consideration of the premises and other good and valuable considerations, the undersigned Mortgagor hereby agrees to pay the indebtedness evidenced by said Note and Mortgage and perform all of the obligations provided therein, it being understood and agreed that as of the date hereof said indebtedness is TWO HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED NINETY-FOUR AND 76/100 DOLLARS ( \$231,194.76 ); moreover, the undersigned Mortgagor and Mortgagee mutually agree to: (a) an extension of the loan maturity date from OCTOBER 1, 2007 to OCTOBER 1, 2012; (b) an interest rate of SEVEN AND FOUR ONE HUNDREDTHS percent ( 7.04% ) per annum beginning on NOVEMBER 1, 2007 until the next Interest Change Date on DECEMBER 1, 2007; (c) the minimum interest rate charged upon the Note on each Interest Change Date will be FOUR AND ONE-QUARTER percent ( 4.25% ) per annum; (d) Mortgagor will make

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payments for principal and interest in monthly installments of \*\*\*\*\$2,155.39\*\*\*\* per month beginning on NOVEMBER 1, 2007 until the next Payment Change Date on APRIL 1, 2008; and (e) an initial monthly escrow payment of \*\*\*\*\$1,487.61\*\*\*\*.

FURTHERMORE, the terms, covenants, and conditions contained in the Note and Mortgage dated SEPTEMBER 11, 1992, the First Loan Modification Agreement dated MARCH 23, 1998 and the First Loan Extension Agreement dated DECEMBER 17, 2002 are hereby incorporated herein by this reference and the same are hereby reaffirmed as of the date hereof, such terms, covenants and conditions hereby continuing in full force and effect except as otherwise modified or provided herein.

This Second Loan Extension by said Mortgagor(s) is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 9<sup>TH</sup> day of NOVEMBER, 2007.

**MORTGAGOR:**

This Second Loan Extension Agreement is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon an a vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the undersigned or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of the note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor, co-signer, surety or endorser hereof, if any, and each original and successive holder of the note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the note or of any installment thereof, the sole remedy of the holder thereof shall be by foreclosure of said Mortgage given to secure the indebtedness evidenced by the note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any, of the payment thereof, or both.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST VICE President, and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Secretary, this 9<sup>TH</sup> day of NOVEMBER, 2007.

\*\*\*CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO\*\*\*\*  
Solely as Trustee as aforesaid and not personally

**Attestation not required pursuant to corporate by-laws.**

ATTEST: \_\_\_\_\_ Secretary  
Its

By: [Signature]  
ASST VICE President



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STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

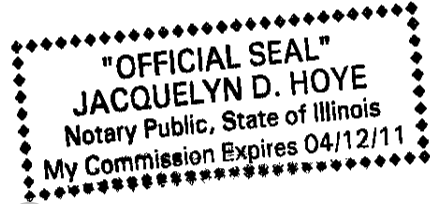
I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
\_\_\_\_\_ of \*\*\*\*CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE  
BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO\*\*\*\*  
and \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own  
free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein  
set forth; and the said ASST. SEC. did also then and there acknowledge that he/she, as custodian of the corporate  
seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act,  
and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10<sup>TH</sup> day of Dec., 2007.

Jacques W. Hoye  
Notary Public

**MORTGAGEE:**

**CENTRAL FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CHICAGO**

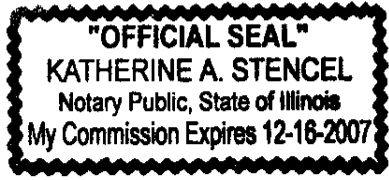


By: Gerald Haase  
Gerald Haase, Vice President

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, being duly sworn on oath, depose and state that GERALD HAASE is the Vice President  
of \*\*\*\*\*CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO\*\*\*\*\* and its duly authorized agent in this  
behalf, and that he has executed this Second Loan Extension Agreement in behalf of said corporation, and not personally, for the uses  
and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13<sup>TH</sup> day of December, 2007.



Katherine A. Stencel  
Notary Public