172 183242

EXTENSION MODIFICATION AGREEMENT

86106576

THIS INDENTURE made this 20th day of September, 1985, by and between FIRST STATE BANK OF ALSIP, a State Chartered Banking Association (hereinafter "First Party"), the owner of the Security Deed hereinafter described and present holder of the Note secured thereby, and SOUTH HOLLAND TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated July 5, 1977, and known as Trust Number 3567, (hereinafter called "Second Party"), representing himself (or themselves) to be the owner (or owners) of the real estate hereinafter described and in said Trust Deed described,

#### WITNESSETH

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal Promissory Note or Notes of Second Party dated the 20th day of September, 1983, secured by a Trust Deed in the nature of a Trust Deed recorded the 19th day of October, 1983 in the Recorders office of Cook County, Illinois as document runber 26,827,411 conveying to FIRST STATE BANK OF ALSIP, as Trustee, certain real estate in Cook County, Illinois, described as follows:

PARCEL I BY MAG SID OU 9.1073

Lots 1, 2 and 3 in Block 5 in Sauk Trail Estates Subdivision in part of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian lying East of the Easterly right of way of the Illinois Central Railroad, according to the Plat thereof recorded April 6, 1945 as Document 13,480,686 in Cook County, Illinois.

Al contrad

FIRST STATE BANK OF ALSIP, the holder thereof, having identified both said Note and said Trust Deed with its identification number 5486905-7500002.

- 2. The amount remaining unpaid on the indebtedness evidenced by the aforementioned principal Promissory Note and Trust Deed is \$127,788.43.
- 3. Ut is the agreement of the parties that the time of payment of said remaining indebtedness of \$127,788.43 shall be extended so that the same shall be fully paid on or before the 20th day of December, 1986 and Second Party, in consideration of such extension promises and agrees to pay the order of the holder or holders of the above mentioned Promissory Note, the entire indahtedness evidenced thereby and secured by said Trust Deed and interest thereon, all as and when therein provided until the 20th day of September, 1985 and, thereafter, to pay the then remaining principal balance thereof and interest at the stated rate to December 20, 1986, on the balance of the remaining of principal remaining from time to time unpaid and thence at the same rate, namely 13-3/4% per annum payable in installments (including principal and interest) as follows: \$1,735.71 on the 20th day of September, 1985 and \$1,735.71 on the 20th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day

of December, 1986. All such payments on account of indebtedness evidenced by said principal Promissory Note and by this Extension Agreement shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal of each said installments unless paid when due shall bear an interest after maturity at the rate of 17% per annum. Said installments are to be made at such banking house or trust company in the County of Cook and State of Illinois as the legal holder of said Note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of FIRST STATE BANK OF ALSIP in Alsip, Illinois; said increased rates of interest and payment amounts being further evidenced by appropriate Endorsement by Second Party upon the said Note or Notes of Second Party.

- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if there be a default in the performance of any other covenant of Second Party to First Party, the entire principal sum secured by said Trust Deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal Promissory Note or Notes, become due and payable, in the same manner as if this Extension Agreement had not been granted.
- 5. This Agreement is supplementary to said Trust Deed.
  All the 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 Trust Deed or Notes, shall remain in full force and effect as herein expressly modified. Second Party agrees to perform all of the covenants of the Grantor or Grantors of said Trust Deed. The provisions of this Indenture shall inure to the benefit of any holder of said principal Note or Notes and Interest Notes and anall bind the heirs, personal representatives and assigns of Second Party. Second Party 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.

6. Second Party herety represents, warrants and certifies that the Trust Deed referred to hereinabove and the Note or Notes thereby secured are good and valid and in all respects free from all defenses both in law and in equity, and that said Notes together with the interest thereon will be fully paid when and as the same become due in accordance with the terms thereof and as herein extended and modified, and that any person including but not limited to the present holder of said Note or Notes and/or any person purchasing said Note or Notes or otherwise acquiring any interest therein, may hold the same or acquire such interest in reliance upon the truth of the matters herein cited. This representation, warranty and certification is made for the purpose of inducing First Party to enter into

this Agreeement and for the purpose of better enabling legal holder or holders of said instruments to sell, pledge or otherwise dispose of the same, freely at any time, and so to insure the holder or holders, purchaser or purchasers, pledgee or pledgees thereof against any claim of defense thereto, by the maker or makers thereof, their heirs, personal representatives or assigns.

- This Extension Agreement is being executed in 7. multiple duplicate counterparts each of which shall be effective and binding as herein set forth and a notice of the existence of this Agreement shall be endorsed upon the original Notes referred to herein and signed by Second Party.
- It is a condition of this Agreement that the Trust Deed referred to hereinabove and this Extension Agreement be and remain a figgs lien upon the real estate described hereinabove and Second Party represents and warrants that the Trust Deed mentioned hereinabove and this Extension Agreement are and shall remain a fixes lein upon the real estate described hereinabove. Any failure to foregoing condition, for any reason or by whatever circumstances and regardless of any inquiry, investigation or reliance by First Party shall constitute good and sufficient cause for the acceleration of the entire indebtedness which shall, without notice, become and be due and payable in its If a title insurance company insuring entirety. the

interest of First Party under said Trust Deed shall decline to full coverage of said interest as extended and modified by this Agreement in accordance with the foregoing warranties of Second Party, the foregoing conditions shall be deemed to have failed without other evidence or showing.

9. This Extension Agreement is consented to by the Trustee under the Trust Deed, aforesaid, whose signature appears on this Extension Agreement for that purpose and for purposes of identification, of this Agreement with the Trust Deed and Notes referred to herein.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Indenture effective the day and year first above written.

FIRST PARTY:

FIRST STATE BANK OF ALSIP

SECOND PARTY:

SOUTH HOLLAND TRUST AND SAVINGS PANY, as Trustee under Trust Agreement dated July 5, 1977, a/k/a Trust No.

3567.

ለምምድ<del>ል</del>ያ

The undersigned endorsers, guarantors or other obligors hereby consent to the foregoing loan Extension and Modification Agreement.

Chron N Maller

VASSILIKI P. PHILLIPOS

86106576

the contraction of the management of the contraction of the contractio

This is to certify that this Extension Agreement has been consented to by the Trustee under the Trust Deed mentioned therein and has been identified with the Installment Notes described therein and said Trust Deed.

FIRST STATE BANK OF ALSIP, Trustee Identification No. 5486905-7500002 FIRST SPATE BANK OF ALSIP, Trustee

BY:

Ace President

Assistant Vice President

Loan Officer

This document was prepared by:
SOSIN AND SCHUSTER, LTD.
5100 West 127th Street
Alsip, IL 60658

861065

86106576

Property of Coot County Clert's Office

を これ いまける とれる

STATE OF ILLINOIS )

COUNTY OF C O O K )

#### ACKNOWL EDGEMENT

| i, pavid B. Sosin, a Notary Public, in and for the           |
|--|
| County in the State aforesaid do hereby certify that ANDREW  |
| STEFIK, VICEPrasident of FIRST STATE BANK OF ALSIP, and      |
| Secretary of said Banking Association,                       |
| who are personally known to me to be the same persons whose  |
| names are subscribed to the foregoing instrument as such     |
| Vice President and Secretary,                                |
| respectively, appeared before me this day in person and      |
| acknowledged that they signed and delivered the said         |
| instrument as their own free and voluntary act and as the    |
| free and voluntary act of said Banking Association, for the  |
| uses and purposes therein set forth; and the said            |
| Secretary then and there acknowledged that,                  |
| as custodian of the seal of said Banking Association, ng/she |
| did affix said seal to said instrument as his/her own froe   |
| and voluntary act and as the free and voluntary act of said  |
| Banking Association, for the uses and purposes therein set   |
| forth.   |
|  |

Given under my hand and notarial seal this the day of the 1986.

NOTARY PUBLIC

86106576

STATE OF ILLINOIS )

SS
COUNTY OF C O O K )

#### **ACKNOWLEDGEMENT**

I, Comb H Levens, a Notary Public, in and for the County in the State aforesaid do hereby certify that THOMAS N. PHILLIPOS and VASSILIKI P. PHILLIPOS, his wife, 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, including the Releise and Waiver of Right of Homestead.

NOTARY PUBLIC

Box 15

66106576

Aufto: