

THIS INDENTURE, made this first day of April, 1986, and between HARRIS TRUST AND SAVINGS BANK, the owner of the mortgage or trust deed hereinafter described, and Exchange National Bank of Chicago Under Trust Number 37352 and Anthony Fredrick Chapekis and Kristina M. Chapekis and George G. Mussie and Angeline C. Mussie, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to modify the payment of the indebtedness evidenced by the principal promissory note dated March 3, 1981 secured by a mortgage or trust deed in the nature of a mortgage recorded March 26, 1981 in the office of the Recorder of Cook County, State of Illinois as document number 25819160 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

LOT 42 IN SANDERS CROSSING BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 04-06-103-013 5X

2. The amount remaining unpaid on the indebtedness is ~~\$113,339.25~~ ^{113,246.01} (11)

3. Said remaining indebtedness of ~~\$113,339.25~~ ^{113,246.01} shall be paid in consecutive monthly installments of ~~one thousand two hundred and 67/100~~ ^{one thousand two hundred and 67/100} Dollars (~~\$1,009.59~~ ^{\$1,009.59}) beginning May 1, 1986 and on the first day of each and every month thereafter until said note is fully paid, except that the final payment, if not sooner paid shall be due on the 1st day of April, 2001, and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified and to pay interest thereon until maturity of said principal sum as hereby modified at the rate of 9.750 per cent per annum 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 cannot 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 the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at HARRIS TRUST AND SAVINGS BANK.

4. 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 of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured 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 and be due and payable, in the same manner as if said modification had not been granted.

5. This agreement is supplementary to said mortgage or 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 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 notes and shall bind the heirs, personal representatives and assigns of the Owner. 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. Owner shall pay a late charge of 4% of any monthly installment not received by the Note holder within 15 days after the installment is due.

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

HARRIS TRUST AND SAVINGS BANK
BY James C. [Signature] Vice President Anthony Fredrick Chapekis Anthony Fredrick Chapekis George G. Mussie George G. Mussie

ATTEST: Kristina M. Chapekis Consumer Banking Officer Kristina M. Chapekis Kristina M. Chapekis Angeline C. Mussie Angeline C. Mussie

LA SALLE NATIONAL BANK As Successor Trustee to Exchange National Bank of Chicago, as Trustee Under Trust Agreement Dated September 17, 1980 and known as Trust Number 37352 and not individually.

BY [Signature] ASST Vice President

ATTEST: [Signature] (S E A L)
Trust Officer

This instrument prepared by Gray Christopher Daly, Harris Trust and Savings Bank, 111 West Monroe Street Chicago, Illinois 60603.

86233888

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

I Martha A. Brooks A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT James A. Clark personally known to me to be the same person(s) whose name(s) 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 release and waiver of right of homestead. GIVEN under my hand and notarial seal this 23rd day of April, 1986

Martha A. Brooks
Notary Public

My Commission expires on August 30, 1987

STATE OF ILLINOIS)

COUNTY OF COOK)

CO. CT. 98 NYC 01

I Susan Fahey, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James G. Thomson Vice President of HARRIS TRUST AND SAVINGS BANK and Karen A. Leshko Consumer Banking Officer of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Consumer Banking Officer 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 Corporation, for the uses and purposes therein set forth; and the said Consumer Banking Officer then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of April, 1986

COMMISSION EXPIRES 2/14/88

Susan Fahey
Notary Public

#00681

12.00

86-233888

Harris Trust & Savings Bank

Lock Box 373

Chicago, IL 60690

Chicago, IL

Attn: Consumer Loan Services

Consumer Loan Services
111/111



UNOFFICIAL COPY

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RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

(~~TRANSFER AGREEMENT~~)

(~~EXTENSION AGREEMENT~~)

(~~ADDITIONAL ADVANCE AGREEMENT~~)

(~~MODIFICATION BANK~~)

DATED

APRIL 1, 1986

UNDER TRUST NO 10-27382

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to requestor the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

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