

UNOFFICIAL COPY

PLAN MODIFICATION AND Extension Agreement

86297824

THIS INDENTURE, made this 25th day of April, 1986, by and between

FIRST NATIONAL BANK OF HIGHLAND PARK (hereinafter called "Bank")

the owner of the mortgage or trust deed hereinafter described, and Shelby E. Rich and Dolores Ann Rich, His Wife the owner or owners of the real estate hereinafter and in said mortgage or trust deed ("Owner");

WITNESSETH: MODIFY THE TERMS OF AND TO

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of Owner in the amount of \$ 35,000.00 dated June 1, 1985, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded June 13, 1985, in the office of the Recorder of Cook County, Illinois, in of at page 85059778 as document No. 85059778 conveying to FIRST NATIONAL BANK OF HIGHLAND PARK certain real estate in Cook County, Illinois described as follows:

Unit Number 310-North, as delineated on survey of the following described parcel of real estate which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by Amalgamated Trust and Savings Bank, as trustee under Trust No. 2302; and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24-489-033, as described as follows: Lake Run Condo.

03-24-100-033-1257 JB

That part of the East 40 acres of the West Half of the Northwest Quarter of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of the North line of the South Half of the Northwest Quarter (except the West 40 feet thereof), in Cook County, Illinois.

Together with a percentage of common elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended declarations as same are filed of record, pursuant to said Declaration and together with additional common elements as said amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended declaration as though conveyed hereby.

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under, Owner agrees to pay interest on the remaining indebtedness as follows: a consideration for the modifications and extension hereby, Owner agrees to pay a one time special interest payment of \$ 667.00. CHOOSE ONLY ONE (Check Applicable Box) The interest rate on the indebtedness is hereby modified to be repayable:

- a) [X] at the rate of 9.50% per annum on the basis of a year consisting of 360 days; or
b) [ ] at the rate of % per annum above the Bank's prime rate, which rate shall change if and when the prime rate of the Bank changes, and such change shall be effective as of the date of the relevant change in the prime rate. The Bank is not obligated to give notice of such fluctuations. The term "prime rate" means the rate of interest charged by Bank to its largest and most-creditworthy commercial borrowers for 90 day unsecured commercial loans; and the entire principal sum and interest from April 1st, 1986, shall be payable as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a) [ ] On Demand, with interest until demand payable (monthly, quarterly, etc.) on the day of each hereafter; or
b) [ ] (principal plus interest) installments of principal in the amount of \$ payable on the day of 19, and on the day of each thereafter and the final installment on 19, with interest on the unpaid principal balance at the rate designated above.

c) [X] (principal and interest included in the payment amount) \$ 293.82 on the 1st day of May, 1986, and \$ 293.82 on the 1st 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 1st day of April, 1987. If payment is 15 days late, a late charge of 5% of the amount principal and interest will be added.

4. This agreement is supplementary to said mortgage or trust deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or Note, 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 Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, 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.

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

(INDIVIDUALS SIGN HERE)

X [Signature] (SEAL) (SEAL)
Shelby E. Rich
X [Signature] (SEAL) (SEAL)
Dolores Ann Rich

86297824

STATE OF ILLINOIS  
COUNTY OF Lake SS.

# UNOFFICIAL COPY

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that

Shelby F Rich and Dolores Ann Rich

personally known to me to be the same persons whose name S subscribed the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7<sup>th</sup> day of July, A.D., 1986.

**"OFFICIAL SEAL"**  
KAREN L. PETERSEN, Notary Public  
Lake County, State of Illinois  
My Commission Expires 4/29/89

(Notarial Seal)

Karen Peterson  
Notary Public

PLACE TRUSTEES EXCULPATION LANGUAGE HERE, IF APPLICABLE)

(CORPORATIONS SIGN HERE)

SE 521 98 11 91

(Corporate Seal)

NAME OF CORPORATION

By: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

JUL-16-86 40483 • 06297824 • A --- Rec Secretary 121

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

President of \_\_\_\_\_ and \_\_\_\_\_ Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ 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 Company, for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that said \_\_\_\_\_ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Notarial Seal)

Notary Public

(TRUSTS SIGN HERE)

\_\_\_\_\_, as Trustee as aforesaid and not personally,  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Title)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

of \_\_\_\_\_, and \_\_\_\_\_ of said Bank, who are 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 act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said \_\_\_\_\_ as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Notarial Seal)

Notary Public

THIS INSTRUMENT PREPARED BY:

FIRST NATIONAL BANK OF HIGHLAND PARK  
513 Central Avenue  
Highland Park, Illinois 60035



12.00

86-297824



12.02

UNOFFICIAL COPY

FIRST NATIONAL BANK OF HIGHLAND PARK  
513 Central Avenue  
Highland Park, Illinois 60035

THIS INSTRUMENT PREPARED BY:

(Notarial Seal)  
Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth,  
own free and voluntary act and as the free and voluntary act of  
as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said  
then and there acknowledged that said  
voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said  
acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and  
(Title of Office)  
and \_\_\_\_\_, respectively, appeared before me this day in person and  
(Title of Office)

persons whose names are subscribed to the foregoing instrument as such  
of said Bank, who are personally known to me to be the same  
and \_\_\_\_\_, and  
the State aforesaid, DO HEREBY CERTIFY THAT  
a Notary Public in and for and residing in said County, in

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
SS

By: \_\_\_\_\_ (Title)  
\_\_\_\_\_ (Title)  
Attest: \_\_\_\_\_  
as Trustee as aforesaid and not personally,

(TRUSTS SIGN HERE)

(Notarial Seal)  
Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth,  
Secretary as custodian of the corporate seal of said Company, did affix the  
Secretary's own free and  
said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and  
Secretary then and there acknowledged that  
Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the  
instrument as such  
President and \_\_\_\_\_  
Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing  
and \_\_\_\_\_  
President of \_\_\_\_\_  
the State aforesaid, DO HEREBY CERTIFY THAT  
a Notary Public in and for and residing in said County, in

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
SS

By: \_\_\_\_\_ (Title)  
Attest: \_\_\_\_\_  
Secretary

(Corporate Seal)  
NAME OF CORPORATION

(CORPORATIONS SIGN HERE)

Place Trustee's Exculpation Language Here, If Applicable

"OFFICIAL SEAL"  
KAREN L. PETERSEN, Notary Public  
Lake County, State of Illinois  
My Commission Expires 4/29/89

GIVEN under my hand and Notarial Seal this 7th day of July, A.D., 1986  
including the release and waiver of the right of homestead,  
signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth,  
personally known to me to be the same persons \_\_\_\_\_ whose name \_\_\_\_\_ subscribed the foregoing instrument, appeared  
before me this day in person and acknowledged that  
Shelby F. Rich and Dolores Ann Rich  
the State aforesaid, DO HEREBY CERTIFY THAT  
a Notary Public in and for and residing in said County, in

STATE OF ILLINOIS  
COUNTY OF Lake  
SS

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