

# UNOFFICIAL COPY

87489409

## EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 30th day of July, 1987 A.D. by and between  
 \*\* Aetna Bank, an Illinois corporation, not personally but as Trustee u/t/a dated March 22  
1979 - aka #10-2545  
 of the County of Cook, State of Illinois, Parties of the first part and the  
 AETNA BANK, a Corporation existing under the laws of the State of Illinois, Party  
 of the Second Part:

### WITNESSETH:

\*\*

WHEREAS,

executed and delivered a certain Trust Deed dated March 28, 1984  
 and recorded with Cook County Recorder of Deeds as  
 Document Number 27026166 in conveying to AETNA BANK, certain  
 premises in said Trust Deed particularly described as follows:

THE EAST 86 FEET OF LOT 12 IN BLOCK 10 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF  
 THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE  
 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5200 North Winthrop, Chicago, IL

Tax # 14-05-210-019

ALL

and which said Trust Deed was given to secure payment of one certain principal  
 promissory note of even date therewith for the principal sum of \_\_\_\_\_  
Twenty Two Thousand and 00/100----- (\$22,000.00)  
 Dollars payable in monthly installments of Two Hundred Forty-Eight and  
13/100----- (\$248.13) Dollars each, the first of which was  
 due and payable on May 1, 1984 and the remaining installments  
 at monthly intervals thereafter until the Note is fully paid, except that the  
 final payment of principal and interest shall be due on 4/1/86 extended to  
3/31/87 extended to 6/30/87, said monthly installments shall include interest at  
 the rate of 13.00% per annum on the balance of said principal  
 sum remaining from time to time unpaid; all such payments on account of the  
 indebtedness evidenced by said Note are applied first to interest on the unpaid  
 principal balance and the remainder to principal and

WHEREAS, the said Trust Deed securing said principal promissory note is  
 valid and subsisting lien on the premises described in said Trust Deed for the  
 principal sum of Twenty Two Thousand and no/100-----  
(\$22,000.00) and;

①  
# 130772 L00R

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WHEREAS, Aetna Bank holds certain interest to premises described in said Trust Deed and

WHEREAS, the part of the second part is the legal holder and owner of principal note and has been requested to modify the terms of payment thereof so that the same shall become due and payable in monthly installments as hereinafter set forth, which it has consented to do, in consideration of the payments to be made as herein provided;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made between the parties hereto, the said parties do hereby mutually promise and agree as follows, to wit:

That the terms of payment set forth in the principal Promissory Note in the sum of Twenty Two Thousand and 00/100-----(\$22,000.00) Dollars and in the Trust Deed securing same, are hereby modified and amended so that the same shall become due and payable as follows, to wit: \_\_\_\_\_

Two Hundred Forty Eight and 13/100-----(\$248.13) Dollars on the first day of each and every month thereafter until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of January 1988 said monthly installments shall include interest at the rate of 13.00% per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

NOW, THEREFORE, in consideration of the premises and the making of said loan, the undersigned: Michael A. Crowe and James B. Cavanagh

unconditionally guarantee all payments of principal and interest and the performance of and compliance with all terms/provisions of the aforesaid Note, Trust Deed and Assumption of Mortgage Agreement as the same shall fall due as is provided in said Note, Trust Deed and Assumption of Mortgage Agreement; the undersigned further agrees that suit may be brought by the holder of said Note shall not be required to look to the security for payment thereof nor to exhaust all of its remedies against the maker of said property but may proceed against the undersigned immediately upon default in payment and the undersigned agree

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to apply all costs, expenses and attorney's fees paid or incurred in collecting same from, or in prosecuting any suit against any one or more of the makers, endorsers or guarantors of said Note, for any amount unpaid on said Note and the undersigned hereby waive any and all demand, notice, protest and notice of protest.

IT is hereby acknowledged, the undersigned, legal and equitable owners of the described property; do hereby covenant unto and agree with the AETNA BANK, that they will not sell, convey or further mortgage the aforesaid real estate, securities, or life insurance so long as they are indebted to said Bank, without first obtaining the written consent of the said Bank, or release and discharge of this agreement.

Trustee's Exoneration Rider  
Attached hereto as Exhibit "A"  
and made a part hereof

[Signature]  
Michael A. Crowe  
[Signature]  
James B. Cavanagh

Aetna Bank as Trustee,  
as aforesaid and not personally  
BY: [Signature] ASST. TRUST OFFICER  
[Signature] VICE PRESIDENT

ATTEST:

STATE OF Illinois )  
COUNTY OF Cook ) SS

I, Nancy A. Crandall, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael A. Crowe & James B. Cavanagh, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her 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 1st day of September, 1988

Nancy A. Crandall  
Notary Public

PREPARED BY:  
AETNA BANK  
NANCY A. CRANDALL  
LINCOLN, FULLERTON BRANCH  
CHICAGO, ILL. 60614



MAIL TO: RTF BOX 15

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

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CORPORATE  
SEAL

AETNA BANK

BY: [Signature]

ATTESTED BY:

Mary Pat Kerrigan

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF COOK   )

I, Nancy A. Crandall, a notary public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael A. Clowe and James B. Cavanaugh, 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.

Dated this 1st day of September, 1987.

" OFFICIAL SEAL "  
NANCY A. CRANDALL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/24/91

Nancy A. Crandall  
Notary Public

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Nancy Crandall  
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mario V. Gotanco Asst. Vice President of the Aetna Bank, Chicago, Illinois, and James M. Wojton Asst. Vice President

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Vice-President, 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 Assistant Vice-President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 31st day of JULY, A.D. 1987

" OFFICIAL SEAL "  
NANCY A. CRANDALL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/24/91

Nancy A. Crandall  
Notary Public.

Exhibit "A"  
RIDER ATTACHED TO AND MADE A PART OF

~~TRANSFER AGREEMENT~~  
~~(EXTENSION/AMENDMENT/Modification Agreement~~  
~~(ADDITIONAL ADVANCES AGREEMENT)~~

Dated July 30th, 1987 Under Trust No. 10-2545

This instrument is executed by Aetna 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 Aetna Bank are undertaken solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against Aetna Bank by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by Aetna 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 Aetna Bank, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said Trustee and its successors and said Aetna 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.

Property of Cook County

87-089409

DEPT. OF RECORDING  
#1111 TRAM 0502 07/04/87 12 08 00  
#7361 # 2 \* 07-409409  
COOK COUNTY RECORDER

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