

This Indenture, made this 5th day of November 1986, by and between

MAIN BANK, successor to Main Bank of Chicago

the owner of the mortgage or trust deed hereinafter described, and Ramon Cruz and Ana Cruz, his

wife

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 extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of

Ramon Cruz and Ana Cruz, his wife

dated August 17, 1981, secured by a mortgage or trust deed in the nature of a mortgage registered

August 27, 1981, in the office of the Recorder of Cook County, Illinois, in

of _____ at page _____ as document No. 25981480 conveying to

MAIN BANK, successor to Main Bank of Chicago

certain real estate in Cook County, Illinois described as follows:

Lot Thirteen (13) in Block Eight (8) in Garfield, a Subdivision in the South East Quarter (S.E. 1/4) of Section Thirty-four (34), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian in Cook County, Illinois.

Property: 1931 N. Pulaski, Chicago, Illinois 60639

PIN: 13-34-407-025-302

2. The amount remaining unpaid on the indebtedness is \$ 10,298.13

3. Said remaining indebtedness of \$ 10,298.13 shall be paid on or before 10-5-1989. Monthly principal and interest payments in the amount of \$220.07 shall commence November 5, 1986 and every month thereafter.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until maturity of said principal sum as hereby extended, at the rate of 14.25 per cent per annum, and thereafter, monthly, until October 5, 1989, at the rate of 14.25 per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 14.25 per cent per annum, and interest in the coin or currency provided for in the mortgage or trust deed hereinafter 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, or 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 Main Bank, 1965 N. Milwaukee, Chicago, Illinois 60647.

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 extension 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 specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein 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 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.

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

Consented and Agreed to:

MAIN BANK

(SEAL) _____
(SEAL) _____
(SEAL) _____

By: _____

UNOFFICIAL COPY

87035802

Property of Cook County Clerk's Office

-87-035802

MODIFICATION AND

EXTENSION AGREEMENT

RAMON CRUZ

ANA CRUZ

WITH

MCN BANK



MAIL 10:

MAIN BANK
1965 N. MILWAUKEE AVE.
CHICAGO, IL 60647

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20 JAN 87 11:13
JAN-02-JAN 1987

Notary Public

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
_____ and _____
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
and _____
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 Secretary then and there acknowl-
edged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said in-
strument 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 _____ day of _____, 19____

STATE OF _____
COUNTY OF _____

Notary Public

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
_____ whose name _____
personally known to me to be the same person _____
instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and deli-
vered the said instrument as _____ 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 _____ day of _____, 19____

STATE OF _____
COUNTY OF _____

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Ramon Cruz and Ana Cruz, his wife
personally known to me to be the same persons whose names _____
instrument, appeared before me this day in person and acknowledged that _____ they signed, sealed and deli-
vered the said instrument as _____ 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 _____ day of _____, 19____

STATE OF _____
COUNTY OF _____
COOK

87035802

UNOFFICIAL COPY



25-032205

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87035802

Property of Cook County Clerk's Office