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## SUPPLEMENT AND EXTENSION TO MORTGAGE AND NOTE

This Supplement and Extension to Mortgage and Note entered into this first day of April, 1987, between Dempster Plaza State Bank <sup>not personally</sup>, but as Trustee under agreement dated June 10, 1975 and known as Trust Number 34 (hereinafter referred to as "Mortgagor") and Peter J. Kiefer and Monika Kiefer, his wife (hereinafter referred to as "Mortgagee") and Des Plaines National Bank, a national banking association, as holder of the Note and Mortgage (hereinafter referred to as "Mortgagee");

DEPT-01 RECORDING \$14.00  
TR0222 TRAN 1656 06/29/87 09:19:00  
#5384 B \* -87-353074  
COOK COUNTY RECORDER

### WITNESSETH

WHEREAS, Mortgagors are jointly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$435,066.88 as is evidenced by a Note secured by a certain Mortgage to Des Plaines National Bank, a national banking association, dated March 9, 1984 which was recorded on March 22, 1984 in the office of the Cook County Recorder of Deeds, State of Illinois, as Document 27014599; and

WHEREAS, Mortgagee has agreed to supplement and extend the aforementioned Mortgage and Note; and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and subsisting lien on the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Mortgage and Note held by the Mortgagee is a valid and subsisting lien on the premises described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of Mortgage and Note will not impair the lien of said Mortgage and that it is understood that a breach of conditions or either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED, as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
2. Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Mortgage to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage.

PROPERTY ADDRESS: 1792 EAST OAKTON ST  
DES PLAINES, IL

PHONE: 09-21-312-021

14<sup>00</sup>

BOX 393

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3. It is further agreed, however, that the Mortgage and Note on which there is an outstanding principal balance of \$435,066.88 and which is due currently to be paid in full no later than April 1, 1987 shall be extended and shall mature on April 1, 1997. Said Note will bear interest from the date hereof at the rate of 9.50 percent (9.50%) per annum. This Note is to be paid in installments as follows: Five Thousand Six Hundred Twenty-Nine and 66/100 (\$5,629.66) Dollars or more on the first day of May, 1987 and Five Thousand Six Hundred Twenty-Nine and 66/100 (\$5,629.66) Dollars or more on the first day of each month thereafter until the Note is fully paid except that the final payment of principal and interest, unless sooner paid, shall be due on the first day of April, 1997. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal. All payments shall be made in lawful money of the United States at the office of Des Plaines National Bank, 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint.

4. Said Mortgage and Note as supplemented and extended are subject to all the provisions contained in said Mortgage and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.

5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and extended, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Mortgage and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.

6. All of the real property described in the aforementioned Mortgage shall remain in all respects subject to the lien, charge and encumbrance of said Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the conveyance affected by said Mortgage except as expressly provided herein.

7. The word "Note" as used herein shall be construed to mean the Note and the Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.

8. The original signed copy of this supplement, extension and modification may be recorded with the Recorder of Deeds of Cook County, state of Illinois. This supplement, extension and modification together with the original Mortgage and Note shall constitute the terms and conditions of the Mortgage and Note and be binding upon the Mortgagor and its successor and assigns.



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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

CLERK OF COOK COUNTY

Attest: My commission expires \_\_\_\_\_

Notary Public in and for the State of Illinois

My Comm. Expires \_\_\_\_\_

Notary Public in and for the State of Illinois

My Comm. Expires \_\_\_\_\_

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11/11/97

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IN WITNESS WHEREOF, the Mortgagors and the Mortgagee have herunto set their seal this first day of April, 1987.

*Peter J. Kiefer*  
 Peter J. Kiefer  
*Monika Kiefer*  
 Monika Kiefer

DES PLAINES NATIONAL BANK

Dempster Plaza State Bank, / as n/k/a Avenue Bank Northwest  
 Trustee as aforesaid

By *Ronald C. [Signature]*

By *John A. Benson Pres.*

ATTEST *Caroline Hunt*

Attest *[Signature]*  
 NOT PERSONALLY, BUT SOLELY AS TRUSTEE

STATE OF ILLINOIS )

COUNTY OF COOK )

I, *Stanley S. Anderson*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peter J. Kiefer and Monika Kiefer, his wife

who 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 and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of May, 1987.

*Stanley S. Anderson*  
 Notary Public

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STATE OF ILLINOIS )  
                                              ) SS  
COUNTY OF COOK )

I, Dorothy R. Andrews, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Ronald E. Szymanski, Vice President, of DES PLAINES NATIONAL BANK, and Cornelia Grunat, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior 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 Corporation, for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that, as custodian of the corporate seal of said Corporation, she did affix said corporate seal to said instrument as her 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 5th day of May, A.D. 1987.

Dorothy R. Andrews  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, Eric Nesheim, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John A. Brennan, President of Avenue Bank Northwest, and Norina Gottshall, Patrice Limes AVP of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst. V. P., 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 Corporation then and there acknowledged that, as custodian of the corporate seal of said Corporation, she did affix said corporate seal to said instrument as her 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 29 day of May, 1987, A.D.

E. Nesheim

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MAILING INSTRUCTIONS: DES PLAINES NATIONAL BANK  
678 LEE STREET  
DES PLAINES, ILLINOIS 60016

Notary Public Expires Mar. 30, 1989

This Document Prepared by: Barbara Samuels, 678 Lee, Des Plaines, IL 60016

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## EXHIBIT "A"

LOT 20, IN BLOCK 13, IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS, BEING A SUBDIVISION OF THAT PART EAST OF RAILROAD OF SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART WEST OF DES PLAINES ROAD OF THE SOUTH HALF OF THE SOUTH WEST QUARTER (EXCEPT 4 ACRES, NORTH EAST CORNER THEREOF) IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent index number: 09-21-312-021-0000

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