## **UNOFFICIAL COPY**

87391743

THE COURT OF THE

1337 JUL 16 出16 12

87391743

## MORTGAGE MODIFICATION AGREEMENT

1300

THIS AGREEMENT is made this 4TH day of JULY, 1987, by and between <u>UNION NATIONAL BANK AND TRUST COMPANY OF ELGIN</u> ("Bank"), the owner of the Note and Mortgage hereinafter described, and <u>UNION NATIONAL BANK & TRUST</u>, AS TRUSTEE <u>UNDER TRUST AGREEMENT DATED 02/10/87 KNOWN AS TRUST NUMBER 1355</u>, representing themselves to be the owners of the real estate hereinafter and in said Mortgage described ("Owner").

- 1. In consideration of the mutual promises of the parties hereto, the parties hereby zarze to
- 1. Extend the time of payment of the indebtedness evidenced by the Note or Notes of BURKART & OEHLERKING, INC. dated the 4TH of MARCH, 1987 ("Note"), secured by a Mortgage ("Mortgage") recorded on APRIL 3, 1987, in the Office of the Recorder of Deeds or cook County, Illinois, as Document No. 87177054, conveying to the Bank certain real estate in Cook County, Illinois, described as follows:

LOT 90 IN THE MEADOWS - PHASE 1, SEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS.

PIN: 06-24-301-001-0000 & 06-24-302-002-0000 MP

Common Address: LOT 90 - 9 BAYBERRY COURT, STREAMWOOD, IL

- 2. The amount remaining unpaid on the indebtedness due on the Note and secured by the Mortgage is \$43,735.94. Said remaining indebtedness shall be payable on demand, plus interest thereon at a fluctuating rate per annum of 2% plus the Prime lending rate on large commercial loans as published in the Wall Street Journal, varying daily hereinafter "Prime Rate", which shall be adjusted daily when and as the Prime Rate changes. Interest shall be payable monthly. Interest shall be increased to the rate of three percent (2%) plus Prime per annum after demand until all liabilities are paid. All payments on account of the indebtedness evidenced by this Agreement shall be first applied to costs, and then to interest on the unpaid principal balance, and the remainder to principal.
- 3. This Agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall



Coot County Clart's Office Compared to the compared to th

edit and explicating the control of the second seco

ing the second of the second o

control in the event of any inconsistency between this Agreement and the Note or Mortgage. Any provisions of the Note or Mortgage that are not inconsistent with the terms of this Agreement shall apply to the repayment of the unpaid indebtedness. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. (h) Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statures of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the above-described real estate, including, without limitation, any exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above-described real estate.

- 4. This loan is payable in full on OCTOBER 4, 1987. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.
- 5. Notwithstanding any of the provisions contained herein, the Owner hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure on behalf of the Owner and on behalf of each and every person, except judgment creditors of the Owner, acquiring any interest in or title to the premises subsequent to the date of this Agreement.

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

UNION NATIONAL BANK-& TRUST CO.

You SHK.

kicharo L. Bingaman, Vir.

Elizabeth Heavener, 0.0.

UNION NATIONAL BANK /S TRUSTEE

Jane D. Keith, A.V.P. & T.O

ATTEST:

Scott T. Vickers, Cashier

2

## UNOFFICIAL COPY

Serif Of Cook County Clerk's Office

STATE OF ILLINOIS SS. COUNTY OF KANE

I, Rose Ryan, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard L. Bingaman, Vice President, and Elizabeth Heavener, Operations Officer of UNION NATIONAL BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes there is set forth; and the Cashier then and there acknowledged that as custodian of the corporate seal of said Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial scal this 2nd day of

STATE OF ILLINOIS

SS.

COUNTY OF

OFFICIAL SEAL ROSE B. RYAN KTARI FUJUR, STATE OF ILLINOIS

e We strange on Express 11-13-1920 of a Notary Public on For said-County, in I, Lori Kluender the State aforesaid, DO HEREBY CERTIFY that Jane D. Keith, Trust Officer of Union National Bank & Trust and Scott T. Vickers, Cashier of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 acc of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer - Cashier then and there acknowledged that said Trust Officer - Cashier as custodian of the corporate seal of said Bank. did affix the corporate seal of said Bank to said instrument as said Trust Officer - Cashier's 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 4th day of July

, 1987

17 141 ! 40 This instrument was prepared by: **BRENDA RAINEY** UNION NATIONAL BANK I FOUNTAIN SQUARE PLAZA ELGIN, IL 60120

BOX 333-GG Z

87391743

## UNOFFICIAL COPY

My Or Cook County Clerk's Office