

L# 850-528-096

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-88-422316

MODIFICATION AND/OR  
EXTENSION AGREEMENT

THIS INDENTURE, made this 1st day of JULY,  
1988, by and between AFFILIATED BANK/WESTERN NATIONAL FORMERLY KNOWN AS  
WESTERN NATIONAL BANK OF CICERO  
the owner of the mortgage or trust deed hereinafter described, and the note  
or notes secured thereby, and WESTERN NATIONAL BANK OF CICERO, NKA AFFILIATED  
BANK/WESTERN NATIONAL, AS TRUSTEE UNDER TRUST DATED 6-2-78 AKA TRUST #7028,  
AND NOT INDIVIDUALLY (WILLIAM AND STEPHANIE SEWRUK)  
the owner or owners of the real estate hereafter described and encumbered  
by said mortgage or trust deed ("Owner"):

WITNESSETH :

1. The parties hereby agree to extend or modify the terms of payment  
of the indebtedness evidenced by the principal promissory note of Owner in the  
amount of \$ 240,000.00 dated JUNE 2, 1978, ( the "Note")  
secured by a mortgage or trust deed in the nature of a mortgage  
recorded JUNE 7, 1978, in the office of the Recorder of COOK  
County, Illinois, in RECORDER of DEEDS,  
at page \_\_\_\_\_, as Document No. 24479186 conveying to  
CHARLES MALLIN certain real estate in COOK

County, Illinois described as follows:

LOT 22 (EXCEPT THE EAST 5 FEET THEREOF) AND ALL OF LOT 23 IN BLOCK 5 IN 4TH ADDITION  
TO BOULEVARD MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THAT  
PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 LYING SOUTH OF THE CENTER LINE OF PARK AVENUE  
OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5758 W. 35TH STREET, CICERO, ILLINOIS 60650

This Instrument prepared by: MAUREEN SALUTRIC c/o P.I.N. 16-32-217-059  
AFFILIATED BANK/WESTERN NATIONAL  
5801 W. CERMAK ROAD  
CICERO, IL 60650

-88-422316

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2. The amount remaining unpaid on the indebtedness is \$ 176,378.02

(the "Indebtedness").

3. The interest charged on the Note is 10.25% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a)  at the rate of 10.75% per annum on the basis of a year consisting of X 360 365 days; or
- b)  at the rate of \_\_\_\_\_% per annum above the Bank's Prime Rate, which 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 announced by the Bank as its Prime Rate from time to time, and is not intended or represented to be the best rate of interest which the Bank charges to its customers; and the entire principal sum and interest from \_\_\_\_\_, 19\_\_\_\_, shall be payable as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a)  On Demand, with interest until demand payable (monthly, quarterly, etc.) on the \_\_\_\_\_ (first, etc.) day of each \_\_\_\_\_, month, quarter, etc.) hereafter, or
- b)  (principal plus interest) installments of principal in the amount of \$ \_\_\_\_\_ payable on the \_\_\_\_\_ (first, etc.) day of \_\_\_\_\_, 19\_\_\_\_, and on the \_\_\_\_\_ (first, etc.) day of each \_\_\_\_\_ (month, quarter, etc.) thereafter and the final installment on \_\_\_\_\_, 19\_\_\_\_, with interest on the unpaid principal balance at the rate designated above,
- c)  (principal and interest included in the payment amount) \$ 2,404.71 on the 20TH (first, etc.) day of JULY, 1988, and \$ 2,404.71 on the 20TH (first, etc.) day of each month (month, quarter, etc.) 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 20TH (first, etc.) day of JUNE, 1993.

-88-422316





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(INDIVIDUALS SIGN HERE)

*William Z. Sewruk*  
WILLIAM Z. SEWRUK

(SEAL)

*Stephanie Sewruk*  
STEPHANIE SEWRUK

(SEAL)

(SEAL)

(SEAL)

(PLACE TRUSTEES EXCULPATION LANGUAGE HERE, IF APPLICABLE)

STATE OF ILLINOIS

COUNTY OF COOK ) SS:  
)

I, \_\_\_\_\_, a Notary Public in and for and  
residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
WILLIAM Z. SEWRUK &  
STEPHANIE SEWRUK personally known to me to be the same person(s)  
WILLIAM Z. SEWRUK &  
STEPHANIE SEWRUK whose name(s) 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 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 \_\_\_\_\_ day of  
\_\_\_\_\_, A.D., 19 \_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Public

-88-422316

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EXONERATION PROVISION RESTRICTING ANY LIABILITY of the AFFILIATED BANK/WESTERN NATIONAL stamped on the reverse side hereof is hereby expressly made a part hereof

(TRUSTS SIGN HERE)

WESTERN NATIONAL BANK OF CICERO n/k/a AFFILIATED BANK/WESTERN NATIONAL, as Trustee as

aforesaid and not personally,

By: Carol Ann Weber Vice President (Title)

Attest: Rosemarie J. Baran Assistant Secretary (Title)

STATE OF ILLINOIS ) COUNTY OF Cook )

I, Dolores Para, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Carol Ann Weber of AFFILIATED BANK/WESTERN NATIONAL

and Rosemarie J. Baran 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 Secretary, and

Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Secretary her own free and voluntary act and as the free and voluntary

-88-422316

act of said Bank, as Trustee as aforesaid, for the uses and purposes therein setforth.

GIVEN under my hand and Notarial Seal this 16th day of August

19 88

(Notarial Seal)

OFFICIAL SEAL DOLORES PARA NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV. 16, 1991

Dolores Para Notary Public

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This Document is signed by AFFILIATED BANK/WESTERN NATIONAL, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the AFFILIATED BANK/WESTERN NATIONAL, personally, or as Trustee, to equeseter any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the AFFILIATED BANK/WESTERN NATIONAL is hereby expressly waived by the parties hereto and their respective successors and assigns.

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15 SEP 83 10:17

NOT RECORDED  
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OFFICE OF CLERK OF COOK COUNTY  
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