88070235

$16.00

SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

This Supplement and Extension to Trust Deed and Note entered into this first day of January 1, 1988, between Des Plaines National Bank, a national banking association ("Mortgagee") and Harris Trust and Savings Bank, as Trustee under Trust Agreement dated August 1, 1967 and known as Trust Number 32873 and not individually ("Mortgagor") for the purpose of amending that certain Installment Note ("Note") made and delivered by the Mortgagor to the Mortgagee payable to Bearer and dated December 1, 1984 for the principal sum of Forty Six Thousand Nine Hundred Eighteen and 25/100 ($46,918.25) Dollars ("Note");

W I T N E S S E T H

Payment of the Note is secured by a Trust Deed from the Mortgagor to Chicago Title and Trust Company, an Illinois corporation, ("Trustee") dated December 1, 1984 and recorded January 30, 1985 with the Cook County Recorder of Deeds on January 30, 1985 as document 27424199 in the county of Cook, state of Illinois, on the following described real estate:

(See Exhibit "A" attached hereto and made a part hereof.)

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of $31,711.42; and

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

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described in Exhibit "A";

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed 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 Trust Deed and Note will not impair the lien of said Trust Deed 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. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed 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 Trust Deed.

3. It is further agreed, however, that the Note on which there is an outstanding principal balance of $31,711.47 plus interest and which is due currently to be paid in full no later than January 1, 1988 shall be extended and shall mature on January 1, 1992. Said Note will bear interest from the date hereof at a rate of 10.75% per annum. This Note is to be paid in installments as follows:
Eight Hundred Fifteen and 75/100 ($815.75) Dollars or more on the first day of February, 1, 1988 and Eight Hundred Fifteen and 75/100 ($815.75) Dollars or more on the first day of each month until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on January 1, 1992. The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 15.75% per annum. 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 Trust Deed and Note as supplemented and extended are subject to all the provisions contained in said Trust Deed 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 Trust Deed 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.

CONSENT TO SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Supplement and Extension to Trust Deed and Note.

By: _____
Stanford Fields

By: _____
Betty J. Fields

By: _____
Harvey Fields

By: _____
Blanche Fields

Exculpation provision restricting any liability of Harris Trust and Savings Bank, charged on the to wherein, but nothing herein by expressly made a part hereof.

6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance effected by said Trust Deed 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 in Cook County, state of Illinois. This supplement, extension and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

9. The Mortgagor agrees to pay to Mortgagee the sum of $317.11 as a fee for this supplement, extension and modification. Said fee to be paid as of the date of this Agreement.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their seal this first day of January, 1988.

DES PLAINES NATIONAL BANK

BY: _____

Attest: _____

HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid and not personally

BY: _____
VICE PRESIDENT

Attest: _____
ASSISTANT SECRETARY

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[illegible] is expressly [illegible] anything herein to the contrary notwithstanding, [illegible] warranties, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless [illegible] not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranty, representation, covenants, undertakings or agreements herein contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties hereto and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties with respect to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

STATE OF ILLINOIS)

COUNTY OF COOK)

I, DAWN M. LESNIAK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that HERMAN A. KOLE, of HARRIS TRUST AND SAVINGS BANK, and KENNETH E. PIEKUT, 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, 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 Company, for the uses and purposes therein set forth; and the said ASST. Secretary then and there acknowledged that said ASST. Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of February, A.D. 1987.

Dawn M. Lesniak

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
My Commission Expires 11/13/91

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Dorothy R. Andrews, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Barbara L. Samuels, Assist Vice President, of DES PLAINES NATIONAL BANK, and Cornelia Grunst, 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 Assistant 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 February, A.D., 1987.

Dorothy R. Andrews
Notary Public

My commission expires: March 23 1988

"OFFICIAL SEAL"
DOROTHY R. ANDREWS
Notary Public, State of Illinois
My Commission Expires 3/23/88

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EXHIBIT "A"

LOTS 36 TO 43 BOTH INCLUSIVE, IN BLOCK 8, IN DES PLAINES CENTER, BEING A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1927 AS DOCUMENT 9678025, (EXCEPTING FROM SAID LOTS 36 TO 43 THAT PART THEREOF LYING NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 11.80 FEET WESTERLY OF THE SOUTH EAST CORNER THEREOF; THENCE NORTHEASTERLY, A DISTANCE OF 12.79 FEET TO A POINT 4.62 FEET WEST OF THE EAST LINE OF SAID LOT 43 (AS MEASURED RADIALLY); THENCE NORTHERLY, A DISTANCE OF 58.21 FEET TO A POINT 12.92 FEET WEST OF THE EAST LINE OF SAID LOT (AS MEASURED RADIALLY); THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 250.00 FEET, A DISTANCE OF 169.19 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1614.85 FEET, A DISTANCE OF 51.78 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 36 WHICH IS 7.54 FEET SOUTHWESTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 36), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 09-17-205-036-0000 BBO -LOT-36
09-17-205-122-0000 -LOT 37 TO 43 ALL

PROPERTY ADDRESS: 1529 RAND ROAD
DES PLAINES, ILLINOIS

BOX 333-GG

MAILING INSTRUCTIONS:

DES PLAINES NATIONAL BANK
678 LEE STREET
DES PLAINES, IL 60016

This document prepared by: Joyce Cook, 678 Lee Street, Des Plaines, IL 60016

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