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(SEAL)

(SEAL)

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(SEAL)

Evy Stein-Keller

Thomas L. Keller

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

89493047

6. "Prime Rate" means the rate of interest established from time to time by the Bank as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Bank's prime rate, all as shown on the books and records of the Bank. The Prime Rate will fluctuate hereunder from time to time concurrently with each change in the Bank's Prime Rate with or without notice to anyone.

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 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 thereon and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives 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.

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 modification had not been granted.

3. Said remaining unpaid on the indebtedness is \$ 41,312.36 shall be paid on or before September 10, 1990

2. The amount remaining unpaid on the indebtedness is \$ 41,312.36

1. The undersigned parties hereby agree to extend and modify the terms and conditions of the extension agreement entered into the 10th day of Sept., 1989 and recorded on the 19th day of Sept., 1989 with the Recorder of Deeds of Cook County, Illinois as document No. 88431743 regarding certain real estate in Cook County, Illinois described as follows:

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),
Thomas L. Keller and Evy Stein-Keller
the owner of the mortgage or trust deed hereinafter described, and
First Colonial Bank Northeast
This Indenture, made this 10th day of September, 1989, by and between

DEPT-01 RECORDING \$15.00
#119 # 6-87-473047
#0888 TRAN 0977 10/18/89 10:35:00
COOK COUNTY RECORDER

See attached legal description

MODIFICATION AND EXTENSION AGREEMENT (ILLINOIS)

89493047

UNOFFICIAL COPY

MODIFICATION AGREEMENT

B9493047

WITH

NO:

Notary Public

I, the undersigned, 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 before me this day in person and acknowledged that they signed and delivered the same purposes therein set forth; and the said Secretary then and there uses and purposes therein set forth. GIVEN under my hand and official seal this _____ day of _____ 19____

STATE OF _____ COUNTY OF _____

Notary Public

I, the undersigned, 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 before me this day in person and acknowledged that they signed and delivered the same purposes therein set forth; and the said Secretary then and there uses and purposes therein set forth. GIVEN under my hand and official seal this _____ day of _____ 19____

STATE OF _____ COUNTY OF _____

Notary Public

OFFICIAL SEAL
 Jody R. Mays
 Notary Public, State of Illinois
 My Commission Expires 2/17/92

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Thomas L. Keller & Fvy Stein-Keller subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 notary seal this 10th day of September 1989

STATE OF Illinois COUNTY OF _____

Notary Public

89233047



That part of the East half of the West half of Section 6, Township 42 North, Range 9, East of the Third Principal Meridian described as follows:

Beginning at the intersection of the East line of the West half of said Section 6, with a line 33.0 feet south of and parallel with the North line of the North East quarter of the Southwest quarter of said Section 6, thence North 87 Degrees 45 Minutes 30 Seconds west parallel with the North line of the Southwest quarter of said Section 6 a distance of 136.01 feet to the point of beginning of the tract of land herein described, continuing thence North 87 Degrees 45 Minutes 30 Seconds West 273.98 feet, thence North 38 Degrees 0 Minutes 30 Seconds west 306.4 feet, thence South 76 Degrees 12 Minutes 30 Seconds west 212.26 feet, thence South on a line parallel with the East line of said West half 175.44 feet to a point 33 feet South of the North line of said Southwest quarter, thence South 26 degrees 30 minutes 15 seconds West 353.66 feet thence north 82 degrees 34 minutes 40 seconds East 530.8 feet. Thence South 28 degrees 0 minutes 10 seconds east 19.28 feet, thence North 40 degrees 57 minutes 30 seconds East 178.28 feet, thence North 59 degrees 03 minutes, 0 seconds East 202.96 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 1:

Easement for ingress and egress for the benefit of Parcel 1, as created by Deed from First National Bank of Barrington, a National Banking Association, as Trustee under Trust Agreement dated May 22, 1981 known as Trust number 11-2428 to Margaret W. Donnelly, dated July 13, 1981 and recorded in Cook County on January 20, 1982 as Document 26 117 646, over and along the private Roads described or otherwise referred to in the following documents:

1. Warranty Deed from Lawrence L.J. Howe and Claribel D. Howe, his wife, to William B. Jordan and Jean C. Jordan, his wife, dated December 10, 1972, and recorded in Cook County on January 14, 1972 as Document 21 777 455, which refers to an easement for ingress and egress shown on survey made by Suburban Survey Service, File no. 71-11-8-Y-1, dated November 12, 1971.

2. Warranty Deed from David T. Sanders and Margaret Sanders, his wife, to Raymond C. Raedel and Bernice E. Raedel, his wife, dated December 23, 1969 and recorded in Cook County on January 23, 1970, as Document no. 21 069 627, which refers to an easement for ingress and egress shown on survey made by Suburban Survey Service, file no. 58-6-9-U-2 dated September 8, 1958.

3. Agreement for private road made by John F.P. Farrar and others, dated May 21, 1940, and recorded in Cook County on June 14, 1940 as Document No. 12 498 335.

4. Conservators Deed from Paul M. Corbett, individually and as Conservator of the Estate of Barbara Jean Corbett, to Myrtle P. Godehn dated April 2, 1963, and recorded in Cook County, April 26, 1963, as Document No. 18 780 445.

5. Trustee's Deed from Elizabeth Bateman and the Northern Trust Company as Trustees, to Myrtle P. Godehn, dated April 9, 1963, and recorded in Cook County on April 26, 1963 as Document No. 18 780 446.

6. Warranty Deed from Lawrence Ford Bateman and Charlotte H. Bateman, his wife, to Myrtle P. Godehn, dated April 5, 1963, and recorded in Cook County on April 26, 1963 as Document no. 18 780 447.

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Property of Cook County Clerk's Office

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