

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 creditor of the Owner, against any interest in or title to the premises subsequent to the date of this

4. This loan is payable in full on OCTOBER 15, 1990. 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.

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 control in the event of any inconsistency between the 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. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes 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.

2. The amount remaining unpaid on the indebtedness due on the Note and secured by the Mortgage is \$66,966.04. 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 added as the Prime Rate changes. Interest shall be payable monthly. Interest shall be increased to the rate of three percent (3%) 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.

Common Address: LOT 22 - 4 JUNIFER COURT, STREAMWOOD, IL
PIN: 06-24-117-022-0000

LOT 22 IN BLOCK 2 IN STREAMWOOD GREEN UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1. Extend the time of payment of the indebtedness evidenced by the Note or Notes of BURKART & OEHBERG, INC. dated OCTOBER 30, 1987, ("Note") secured by a Mortgage ("Mortgage") recorded on NOVEMBER 23, 1987, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 87624654, conveying to the Bank certain real estate in Cook County, Illinois, described as follows:

1300

In consideration of the mutual promises of the parties hereto, the parties hereby agree to

THIS AGREEMENT is made this OCTOBER 15, 1989 by and between UNION NATIONAL BANK & TRUST COMPANY OF ELGIN ("Bank"), the owner of the Note and Mortgage hereinafter described, and FIRST NATIONAL BANK OF MOUNT PROSPECT AS TRUSTEE, NOT INDIVIDUALLY UNDER TRUST AGREEMENT DATED 11/04/85 KNOWN AS TRUST NUMBER LT-1885, representing themselves to be the owners of the real estate hereinafter and in said Mortgage described ("Owner").



MORTGAGE MODIFICATION AGREEMENT

89537064

70 99 188 31

(111)

89537064

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

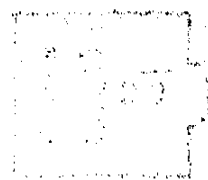
Second block of faint, illegible text, continuing the document's content.

Third block of faint, illegible text, appearing as a separate section or paragraph.

Fourth block of faint, illegible text, possibly a concluding paragraph or signature area.

Fifth block of faint, illegible text at the bottom of the page.

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Box 333

49073568
ELGIN, IL 60120
FOUNTAIN SQUARE PLAZA
UNION NATIONAL BANK
MICKEY ZOPFI

Mick

This instrument was prepared by:
989 NOV 13 AM 10:23

89537064

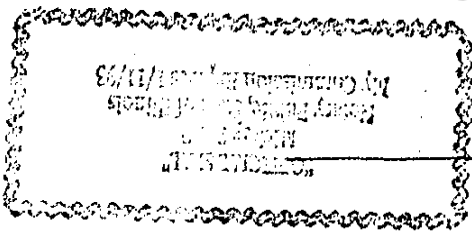
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Given under my hand and Notarial Seal this _____ day of _____, 1989.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of First National Bank of Mount Prospect and _____ 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 act 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.

89537064



STATE OF ILLINOIS)
COUNTY OF _____) SS.

Mickey Zopfi, Notary Public

GIVEN under my hand and notarial seal this _____ day of _____, 1989.

I, Mickey Zopfi, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Debra Duppler, C.S.O. and Marianne Nelson, Assistant Vice President 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 therein 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.

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

Marianne Nelson, A.V.P.

ATTEST: *Marianne Nelson, A.V.P.*

Debra Duppler, C.S.O.

By: *Debra Duppler, C.S.O.*

UNION NATIONAL BANK & TRUST CO.

FIRST NATIONAL BANK OF MOUNT PROSPECT, NOT PERSONALLY

BUT AS TRUSTEE UNDER TRUST # LT-1885

FOR SIGNATURES SEE RIDER ATTACHED

ATTEST: _____
Exemptatory clause attached

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

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE
13 APR 53

38231000

COOK COUNTY

CHIEF CLERK

COOK COUNTY CLERK'S OFFICE
13 APR 53

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY CLERK'S OFFICE
13 APR 53

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY

COOK COUNTY CLERK'S OFFICE
13 APR 53

COOK COUNTY

Property of Cook County Clerk's Office

"OFFICIAL SEAL"
DOROTHY NORTHELL
Notary Public

Given under my hand and Notarial Seal, this 6 day of November 198 2

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Elizabeth C. Schlayer, Trust Officer of the First National Bank of Mount Prospect and Michael R. Garcia, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and ~~XXXXXX~~ Vice Presidents respectively, appeared before me this day 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 ~~XXXXXX~~ Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Attest: *[Signature]*
Trust Officer
BY: *[Signature]*
Trust Officer
First National Bank of Mount Prospect, as Trustee as aforesaid, and not personally,

THIS MORTGAGE MODIFICATION AGREEMENT is executed by First National Bank of Mount Prospect, not personally, but as Trustee under Trust #LT-1885 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said mortgage securing the payment hereof, by enforcement of the provisions contained in said mortgage. No personal liability shall be asserted or enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said mortgage given to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the co-makers hereof, if any, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said mortgage set forth or by action to enforce the personal liability of the co-makers, if any, of the payment thereof, or both.

89537064

UNOFFICIAL COPY

Page 1

OFFICE OF THE CLERK OF COOK COUNTY

RECORDS

PROPERTY OF COOK COUNTY
RECORDS SECTION
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TEL: 312-743-3000
FAX: 312-743-3001
WWW.COOKCOUNTYIL.GOV

PROPERTY OF COOK COUNTY
RECORDS SECTION
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TEL: 312-743-3000
FAX: 312-743-3001
WWW.COOKCOUNTYIL.GOV

PROPERTY OF COOK COUNTY

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY
RECORDS SECTION
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TEL: 312-743-3000
FAX: 312-743-3001
WWW.COOKCOUNTYIL.GOV