89581399

DEPT-81 AZCORDING
THRESS THAN 8802 12/04/89 11/19/00
46209 # 5 # -89-561399
COOR COUNTY RECORDER

LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of November, 1989, by and between CHARTER BANK & TRUST OF ILLINOIS f/k/a FIRST STATE BANK & TRUST COMPNAY OF HANOVER PARK, an Illinoir Corporation ("BANK"), and WONDA POZZI, widowed and not since remarried, LYNN K. FUNKE, married to CRAIG D. FUNKE and KAREN RUMELL FUNKE, divorced and not since remarried, (BORROWER).

- A. The BORROWER has heretofore executed an Installment Note dated October 28, 1786 in the principal amount of One Hundred Forty Five Thousand & NO/100 DOLLARS (\$145,000.00) ("NOTE") of which the BANK is presently the holder;
- B. The NOTE is secured by A MORTGAGE dated October 28, 1986 and recorded in the Recorders Office Of Cook County, Illinois on October 31, 1986, as Document Number 86512799 and rerecorded February 3, 1987 as Document Number 87965805 conveying to certain real estate described in "Exhibit A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- C. The BANK has disbursed to BORROWER the principal sum evidenced by the NOTE and has received partial pryments from the lien of the hereinabove described MORTGAGE;
- D. BORROWER has requested BANK to extend the date required for the payment of the hereinabove described NOTE and MORTGAGE.
- F. BANK has agreed to extend the due date for the payment of the NOTE provided BORROWER agrees to the following terms and conditions:

89581399

MAII TO MOIN

1600 E

Sec 1399

PHY MARCH

TO PERMITANA DELEMENTA E PRO MESETADE E DE SE SE EN EL

on the first out to the second of the second of the second of the second of talentale 💉 respet a larga describió e inclinio a c The bearing to the Administration of the second section of the second second of A militar of the control of the cont

dang again bangkan na at Makhi at Andrika

OOA COUNTY A subject of a comparation of a comparation of the compar - BURNARDS confrancian by highland aid: Villbog of bacostile 11 in class at Transman apparel we are a

C/6/4/5/0/ and trafficulty of the West State of the control selvicione in this appropriate internal majority in a pro-

Designed rate requested battle to excend the detection of CHEMICA STOP Early CATAL TO A Livered Contribution in Sect. To Committee, Sect. (6)

the supplied that the control of the control of the date place that they properly from Control and trop with the months of the control of the contro Caroldibran -2-

NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The due date for the payment of the NOTE is extended from November 1, 1989 to November 1, 1994.
- 2. It is igreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is ONE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED NINETY SIX AND 37/100 (\$138,696.37) DOLLARS.
- 3. In consideration of SANK extending the due date to November 1, 1994, BORROWER agrees that the interest rate and payment of said interest on the principal sum and the payment of the principal sum, all evidenced by the NOTE shall be amended as follows:

Interest shall be payable on the principal sum from November 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 11.65 percent per annum in installments (principal and interest) as follows:

One Thousand Four Hundred Ninety Three and 68/100 (\$1,493.68) Dollars on the 1st day of December, 1989 and on the 1st day of each and every month thereafter until the NOTE is fully paid except that the final payment of both principal and interest, if not sooner paid, shall be due on the 1st day of November, 1994.

Isuntreared indicate and to relieve the relience of the ending the end of the end of

The state of the state of the property of the state of th

or contracting the second pull-contract the contraction of the contrac

em ilasarini bos (squentre) edasmilsami al merom as

in the state of th

When the first seemed of people in the first of a region of the first of the first of the first seems of the first of t

-3-

- 4. The lien of the MORTGAGE is hereby modified and extended as security for the payment of the NOTE.
- 5. Except as modified herein, the terms, covenants, and conditions of the NOTE and MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this Agreement and the terms of the NOTE and or MORTGAGE, the terms herein shall control.
- 6. This Loan Medification and Extension Agreement shall in no way be construed as release of the BANK'S original loan and shall in no way prejudice its rights in connection therewith.
- 7. This Agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties here! have hereunto set their hands and seals the day and year first above written.

BANK:

BORROWER:

Charter Bank & Trust Of Illinois f/k/a First State Bank & Trust Co.

Of Hanover Park

BY

John J. Hayes, Jr.

President

Attest

Whet L. Tarnowski'

Vice President

raig Di-Eunke

Karen Rumell Funke

3. The lieu of the MATTUAGE is hereby sodified and catender LATOR and to because out not withpless and

o de la servició de la composició de la

if filter are measured to be the best continued from the continued of the continued from the continued from the continued for the continue

schen behadenco fins yd benaerde 日 [1]、 李治从建备 (安)共享 (二)等 A would take any to apply make

in witheres were need partition before being bone her come and and the sound bear a day and part for about the sound bear about the sound in the s

> igeria, kunk filioria Kelo piral Stato Bank & Trust No. - Naga Tanggarah San

> > Japin og/W

The Mental Commence

Karen Runell, I take

STATE OF ILLINOIS COUNTY OF COOK

Gitta Coldwater __a notary public in for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Hayes, Jr. personally known to me to be the President of the Charter Bank & Trust Of Illinois f/k/a First State Bank & Trust Company Of Hanover Park, a corporation, and Robert L. Tarnowski personally known to me to be the Vice President of gaid corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Vice President they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Poard of Directors of said corporation as their free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and 10 for y seal this 30 ff day of

<u> November 1987</u>

STATE OF ILLNOIS COUNTY OF COOK

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WONDA POZZI, LYNN K. FUNKE, CRAIG D. FUNKE, and KAREN RUMELL FUNKE personally known to me to be the same persona whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this Soth day March 1957.

THIS DOCUMENT PREPARED BY AND MAIL TO:

Lois Mular Charter Bank & Trust Of Illinois 1400 Irving Park Road Hanover Park, Il. 60103

"OFFICIAL SEAL" Gitta Coldwater Notary Public, State of Illinois
My Commission Expires 11/30/91

REPORTALL TO STATE TO PRESIDE

nd of his of poor Vi ad of no of noor Vilanosasa bno eclasac, or o on la se casa principarate add of land actions and season of seasons and principal control of the casa princip All the state of t The structure of the st ward coupling and the treat out the partie that was forth. Autor the minute and the management of the best of the contract of the contrac

taloù, evir eva bene evi lasko en vrevien a la sev Ministe avel evir evir ever von din las la seve i el e Lasge d'adulte symbol la las las institut de la se the section of the section of the section and stage and only

nes, normae, josepam, geda sambenes, passuenes uno jesso es es escare. A postinarios de esta de tratamente es their desmonant esta esta esta esta esta en esta esta esta esta esta es . dayof rec merena ensuring been done

O'New order by hand and one file again, this will be comed with

Rotory Published

nalph wies the second for the second a dread reducing There is they policy book 一、自由自由、、自由、自由自留、自动中央部门基 PARCEL I: .

LOT 10 IH COUNTRY HILL BEING A SUEDIVISION OF PARTS OF LOTS 7 AND 8 IN JOHN POWELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 HORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL II:

THAT PART OF THE SOUTH 50.0 FEET OF LOT 7 IN JOHN 11. PONELL'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL HERIDIAN, LYING WEST OF THE EAST LINE (EXTENDED SOUTH) OF LOT 10, AND LYING EAST OF THE WEST LINE (EXTENDED SOUTH) OF LOT 10, IN COUNTRY HILL, BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN SAID JOHN M. POWELL'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as it Wild Cherry Lane, Pulos Park, IL.

P.I.N. 23-28-404-002 4nd 23-28-404-008

89581399

Stoop County Clerk's Office

EUL PRINCIPA