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MORIGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this JANUARY 15, 1989, by and between UNION NATIONAL BANE AND TRUST COMPANY OF ELGIN ("Bane"), the owner of the Nute and Mortgage hereinafter described, and UNION NATIONAL BANK & TRUST COMPANY OF ELGIN, AS TRUSTED UNDER TRUST AGREEMENT DATED 02/10/87 KNOWN AS TRUST NUMBER 1995, representing themselves to be the owners of the real estate hereinafter and in said Mortgage described ("Gwner").

- 1. In consideration of the mutual promises of the parties hereto, the parties hereby agree to
- I. Extend the time of payment of the indebtedness evidenced by the Note or Notes of BURKARI & DEBLERKING, INC. dated JULY 5, 1988, ("Note"), secured by a Mortgage ("Mortgage") recorded on JULY 14, 1988, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 38307050, conveying to the Bank to tain real estate in Cook County, Illinois, described as follows:

LOT SO IN THE MEADOWS SOULD PHASE I, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST CHARTER OF AND PART OF THE WEST HALF OF THE NORTHWAST OURTER, ALL IN SECTION 25, LOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD P.M., I

PIN: 06-25-101-005

Common Address: LOT 52 - 201 WOODVIEW DRIVE, STREAMWOOD, IL

- 2. The amount remaining unpaid on the indeptedness due on the Note and secured by the Mortgage is \$07,296.36. 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 and 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 pryments 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.
- 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

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control in the event of any inconsistency between this Agreement and the Note 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 The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statures of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all ofner interests in the above described real estate, including, without limitation, any exemptions the Owner may have under any state or rederal bankrupter or insolvency laws in the above-described real estate.

- This loan is payable in full on APRIL 15, 1909. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no abligation 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 think a fender, which may be the bank you have this town with, willing to long 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.
- Notwithstanding any of the provision, contained herein, the Owner hereby waives any and all rights of redemption from sale under any order or judgment of foreelessing an behalf of the Owner and on behalf of each and every purson, except judgment creditors of the Owner, acquiring any interest in or little to the premises subsequent to the date of this Agreement

IN TESTIMONY WHEREOF, the parties beneto have signed, scaled and delivered this Agreement the day and year first above written.

UNION NATIONAL BANK & TRUST CO.

Martanne Nelson, A.V.P. ATTESTA ATTEST:

UNION NATIONAL DENK AS TRUSTEE

My Dial (cy plan Therena Alla Debra Duppler, C.S.O. Therena L. Harge, O.O.

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STATE OF ILLINOIS)

COUNTY OF KANE)

I. Marilyn Shanholtzer, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Debra Duppler, Commercial Service Officer, 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 aftix 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.

GIVEN under my hand and notal all seal this JANUARY 15, 1989.

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STATE OF ILLINOIS)
SS.

COUNTY OF KANE)

I, Marilyn Shanholtzer, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that Theresa L Hardy, Operations Officer of Union National Bank & Trust and Jerry Hensley, Vice President & Cashier 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 on 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 of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JANUARY 15, 1989

Marityn Spanhottani, Makiley Publistate of Illinois
Holisty Public state of 11/92
Holisty Public states 2/11/92

This instrument was prepared by the Mace to

MICKEY ZOPFI UNION NATIONAL BANK 1 FOUNTAIN SOUARE PLAZA ELGIN, IL 60120 9066127