

EXTENSION AGREEMENT AND MODIFICATION OF MORTGAGE

89-706

WHEREAS, FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE ("Mortgagee"), has loaned to John A. Rogacki and Susan M. Rogacki, his wife ("Mortgagor"), the sum of One Hundred thirty-five thousand and no/100 Dollars (\$135,000.00), (the "Loan") as evidenced by a Note dated February 3, 1990 (the "Note"), and secured by a Mortgage dated February 3, 1990, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 90068737 (the "Mortgage"), covering the following described premises:

Lot 33 in Sass Colonial Village Resubdivision of lot 4 in Sass Colonial Village Second Addition, Lots 1,2 and 3 in Sass Colonial Village Fourth Addition, Lots 5,6,7 and 8 in Sass Colonial Village Fifth Addition, All in The Southeast Quarter of Section 13 Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.L.N. 12-13-406-032-7100

Volume 137

Common address: 4114 N. Olcott, Northridge, Illinois 60664

WHEREAS, the Mortgagor has requested, and Bank has agreed to an extension of the maturity and a modification of the terms and conditions of the aforesaid loan,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The unpaid balance of the Note is currently One hundred thirty five thousand and no/100 Dollars (\$135,000.00).
2. The maturity of the Note is hereby extended from August 7, 1991 to October 3, 1990.
3. Interest shall be payable on the Note, as extended, at the rate of twelve percent (12.00%) per annum. Interest after maturity, whether by acceleration or otherwise, shall be at the rate of Seventeen percent (17.00%) per annum.
4. A single payment of all interest and principal shall be due and payable at maturity.
5. All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein and in all respects the Note and Mortgage, and all other Documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.
6. Mortgagor represents and warrants that (a) there has been no default under the Note, Mortgage or any other loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgagor, or any of them, or any other person(s) or entity(s) that are obligated on the loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the loan.

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Property of Cook County Clerk's Office


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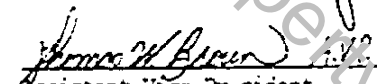
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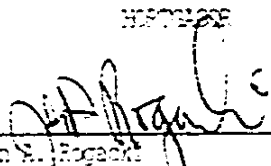
7. Mortgagor, by execution of this Agreement, hereby reaffirms, assures and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

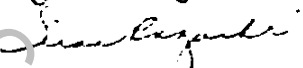
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 7th day of August, 1990.

FIRST STATE BANK & TRUST CO. OF  
PARK RIDGE

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Assistant Vice President

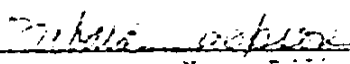
WITNESSETH  
  
\_\_\_\_\_  
John H. Rogacki

  
\_\_\_\_\_  
Susan W. Rogacki, his wife

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK   )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Geraldine Cooper, Vice President of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, and Thomas W. Brown, Assistant 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 Vice President and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their 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 Notarial Seal this 7th day of August, 1990.

  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL

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# UNOFFICIAL COPY

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK )

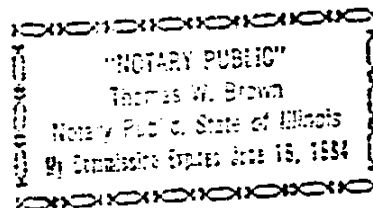
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John A. Rogacki and Susan M. Rogacki, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including release and waiver of right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of August, 1990.

  
\_\_\_\_\_  
Notary Public

This instrument prepared by and deliver to:

Geraldine Cooper, Vice President  
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE  
607 W. Devon Av.  
Park Ridge IL 60068



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