LaSalle Northwest National Brok OFFICIAL COPY ABN () LASALLE

4747 West Irving Park Hoart Chicago, Illinois 60641 (312) 777-7700

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SUPPLEMENT AND EXTENSION TO TRUST DEED AND INSTALMENT NOTE

\$ 16.00

Instalment Note entered into this 1st day of August, 1990, by and between LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago (hereinafter referred to as "Lender") and Barry F. Comiskey and Shirley A. Comiskey, his wife, (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower is a party to a Note dated July 3, 1985 in the principal amount of \$71,000.00 (the "Note") in favor of LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago (the "Lenger"), which Note is secured by the Trust Deed dated July 3, 1985 (the "Trust Deed") which was recorded on July 10, 1985 as Document No. 85095456, in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Installment Note, the lender executed an Assignment of Rents dated July 3, 1985 which was recorded July 11, 1985 as Document No. 85097417, in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$53,545.44 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to supplement and extend the aforementioned Trust Deed and Instalment Note on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid mortgage is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Trust Deed and the Instalment Note is a valid and subsisting lien on the

premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of the Trust Deed and Instalment Note will not impair the lien of said Trust Deed and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.

2 The Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the "rust Deed and Instalment Note to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.

- 3. IT IS FURTHER AGREED, HOWEVER, that the Trust Deed and Instalment Note on which there is an outstanding balance of \$53,545.44 and which is due currently to be paid in full no later than August 1, 1990 shall be modified and extended to mature on August 1, 1995. Interest on the principal balance shall be paid from time to time outstanding at the rate of 1.5 percent per annum above the Bank's prime rate interest in effect from time to time until maturity. Principal payments of \$297.47 plus interest are payable monthly on the 1st day of each month commencing on September 1, 1990, with a final payment of all unpaid principal and interest due and payable on the 1st day of August 1995. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.
- 4. Said Trust Deed and Instalment Note as supplemented and extended is subject to all the provisions contained in said Trust Deed and Instalment Note and Borrower specifically agrees, recognizes and affirms the Trust Deed and Note are supplemented and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Instalment Note.
- 5. Borrower agrees that if a default is made in the payment of any principal or interest in the Instalment Note as supplemented and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed, the Instalment Note, any Guaranty or other instrument securing repayment of the Instalment Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Instalment Note, become due and payable immediately without further notice.

6. All the real property described in the Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of the Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Trust Deed except as expressly provided herein.

The term "Instalment Note" as used herein shall be construct to mean the Instalment Note and the Instalment Note as extended, supplemented and modified herein or by any other

instrument evidencing the indebtedness referred to herein.

8 The original signed copy of this Supplement and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Supplement and Extension together with the original Trust Deel and Instalment Note shall constitute the terms and conditions of the Trust Deed and Instalment Note and be binding upon Borrower and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Supplement and Extension Agreement all as of the day and year first County Clark's written above.

LaSalle Northwest National Bank

By: Ronald J. Ludening

Consented to by

Chicago Title and Trust Company

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ASST. MICE PAUSIDERS

Attest: Section Alles 16

Exhibit "A"

Lot 21 in the resubdivision of Lots 19 to 28 in Block 8 and the private alley North of and adjoining to Lots 19 to 28 in A. H. Hill and Company's Boulevard Addition to Irving Park, a Subdivision of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3406 W. Irving Park Rd., Chicago, Illinois 60618

P.I.N: 13-14-427-040

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This document prepared by:
Lesley J. Wazelle
LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641

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STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate spal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date DEC 13 1990 "OFFICIAL SEAL" Ethel Sims the time service, State of Historia TO LABOUR EXPENSE FOR SERVICE AND ADMINISTRATION OF THE PROPERTY OF THE PROPER

Notary Public