## UNOFFICIAL COPY

MORIGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this MAY 15, 1990 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").

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

Extend the time of payment of the indebtedness evidenced by the Note or Notes of BURKART & OEHLERKING; INO:
dated FEBRUARY 6, 1987, ("Note") secured by a Mortgage ("Mortgage") recorded on FEBRUARY 10, 1987, in the Office
of the Recorder of Deeds of Cook County, Illinois, as Document No. 87081189, conveying to the Bank certain real
estate in Cook County, Illinois, described as follows:

LOT 18 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.

COOK COUNTY ILLINOIS FILED FOR RECEIPT

PIN: 06-24-117-018-0000

1990 JUN -5 AN HE 40

90260935

Common Address: LOT 18

- The amount remaining unpaid on the indebledness due on the Note and secured by the Mortgage is \$18,000.00. Said remaining indebtedness shall be payable on armand, 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 payments on account of the indebtedness evidence of by this Agreement shall be first applied to costs, and then to interest on the unpaid principal balance, and the remainded 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 control in the event of any inconsistency between this 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 nure 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 walves 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 homosteads 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.
- 4. This ionn is payable in full on SEPTEMBER 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 relinance 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 relinance 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.
- 5 Notwithstanding any of the provisions contained herein, the Owner hereby waives any and all rights at 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 creditors of the Owner, acquiggs, applications all the Owner, acquiggs, applications of the Owner.

## UNOFFICIAL COPY

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

Agreement

above written.	
UNION NATIONAL BANK & TRUST CO.	FIRSTNATIONALBANK OF MOUNT PROSPECT, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST # LT-1885
By Metra Lupplu	FOR SIGNATURES SEE RIDER ATTACHED
Debra Duppler, C.S.O.	Exculpatory clause attached
Debra Duppler, C.S.O.  ATTEST: Marlanne Nelson, A.V.P.  STATE OF ILL INOIS	hereto and are made a part hereof ATTEST:
STATE OF ILLINOIS	
COUNTY OF KANE )	
C.S.O. and Marianne Nelson, Assis and Vice Preside persons whose names are subscribed to the foregol and acknowledged that they signed, sealed and de free and voluntary act of said Bank, for the user acknowledged that as custodian of the corputate signed.	nty in the State aforesaid, DO HEREBY CERTIFY that Debra Duppler int of UNION NATIONAL BANK, personally known to me to be the same ing instrument as such officers, appeared before me this day in person ilvered the said instrument as their free and voluntary act, and as the sand purposes therein set forth; and the Cashler then and there eal of said Bank, he did affix said corporate seal to said instrument as of untary act of said Bank, for the uses and purposes therein set forth
GIVEN under my hand and notarial seal this wilder to Shake	O. 10 1990. Contract of the co
Lorl L. Shales, Notary Public	Notary Public, State of Illinois My Commission Expires 11/22/92
STATE OF ILLINOIS ) ) SS.	Consequence consequences
COUNTY OF)	
I, a Notary Public In a	nd for said County, in the State arcresaid, DO HEREBY CERTIFY tha
of First National	Bank of Mount Prospect and of said Bank who are
personally known to me to be the same persons who	ose names are subscribed to the forecoing instrument as such officers edged that they signed and delivered that an a instrument as their own
free and voluntary act and as the free and voluntary	act of said Bank, as Trustee as aforesaid, ic. the uses and purposes
therein set forth; and the said Trust Officer - Cashi	er then and there acknowledged that said Trust Officer - Cashier as
custodian of the corporate seal of said Bank, did a	affix the corporate sea) of said Bank to said Instrument as said Trus
officer - Cashier's own free and voluntary act and a the uses and purposes therein set forth.	is the free and voluntary act of said Bank, as Trusled as aforesaid, to
Given under my hand and Notarial Seal this	_day of, 1990.
Notary Public	CANAGE AND ASSESSED TO A SECURITY OF THE SECUR
BOX 500 - CRO This insi	trument was prepared by:
- APVAX OCCUPION (プロ INIS INSI	ranioni waa pidhaliku uy.

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

## UNOFFICIALLGOPY

THIS MORTGAGE MODIFICATION AGREEMENT

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 enforcable 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 arizing 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
instalment hereof the sole remedy of the holder hereof shall be
by foreclosure of the sole remedy of the holder hereof shall be
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by foreclosure of the sole remedy of the holder hereof shall be
foreclosure of the sole remedy of the holder hereof, or both.

First National Bank of Mount Prospect, as Trustee as aforesaid, and not personally,

Thus to Or year and y

ALLOOK: Make a. Gorde

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 Elizabeth C. Schlaver

Trust Officer of the First National Bank of Mount Prospect and Marlene A. Gordon , Ass't. Trust Officer of said Dank,

mrust Officer of the First National Bank of Mount Prospect and Marlene A. Gordon , Ass't. Trust Officer of said Dank, who are personally known to me to be the same personally by makes are subscribed to the foregoing instrument as such and Ass't. Trust Officer 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 Ass't. Trust Officerthen and there acknowledged that the corporate seal of said Bank to said instrument as herown 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.

Given under my hand and Notarial Seal, this 24 day of May 19:90.

 Notary Publics