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90384452

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE, made this 1st day of MAY,

1988, by and between AFFILIATED BANK/WESTERN NATIONAL fna WESTERN NATIONAL
BANK OF CICERO

the owner of the mortgage or trust deed hereinafter described, and the note

or notes secured thereby, and WESTERN NATIONAL BANK OF CICERO, nka AFFILIATED BANK/
WESTERN NATIONAL, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 3, 1978 AND KNOWN
AS TRUST NO. 6318. (LANNI LEONARD & SVOBODA, ROBERT)

the owner or owners of the real estate hereafter described and encumbered

by said mortgage or trust deed ("Owner"):

WITNESSETH :

1. The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory note of Owner in the amount of \$ 43,000.00 dated JANUARY 16, 1978, (the "Note")

secured by a mortgage or trust deed in the nature of a mortgage

recorded JANUARY 19, 1978, in the office of the Recorder of Cook

County, Illinois, in RECORDER of DEEDS,

at page _____, as Document No. 24 291 427 conveying to

CHARLES MALLEN certain real estate in COOK

County, Illinois described as follows:

The West 2 1/4 inches of Lot 3, all of Lot 4 and Lot 5 (except the West 18 2/3 feet of Lot 5 thereof) in Block 2 in Winslow's Third Subdivision being a Subdivision of Blocks 2 and 3 of the Subdivision of the North West quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6035-35 1/2 W. Cermak Road
Cicero, Illinois 60650

This Instrument prepared by: Ernestine Portell

P.I.N. 16-29-106-037-0000

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2. The amount remaining unpaid on the indebtedness is \$ 30,939.09

(the "Indebtedness").

3. The interest charged on the Note is 9.50% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a) at the rate of 10.50% per annum on the basis of a year consisting of X 360 365 days; or
- b) at the rate of _____% per annum above the Bank's Prime Rate, which shall change if and when the Prime Rate of the Bank changes, and such change shall be effective as of the date of the relevant change in the Prime Rate. The Bank is not obligated to give notice of such fluctuations. The term "Prime Rate" means the rate of interest announced by the Bank as its Prime Rate from time to time, and is not intended or represented to be the best rate of interest which the Bank charges to its customers; and the entire principal sum and interest from _____, 19____, shall be payable as follows.

CHOOSE ONLY ONE (Check Applicable Box)

- a) On Demand, with interest until demand payable (monthly, quarterly, etc.) on the _____ (first, etc.) day of each _____, month, quarter, etc.) hereafter, or
- b) (principal plus interest) installments of principal in the amount of \$ _____ payable on the _____ (first, etc.) day of _____, 19____, and on the _____ (first, etc.) day of each _____ (month, quarter, etc.) thereafter and the final installment on _____, 19____, with interest on the unpaid principal balance at the rate designated above,
- c) (principal and interest included in the payment amount) \$ 417.48 on the 1st (first, etc.) day of June, 1988, and \$ 417.48 on the 1st (first, etc.) day of each month (month, quarter, etc.) thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st (first, etc.) day of May, 1993.

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(INDIVIDUALS SIGN HERE)

Leonard Lanni
LEONARD LANNI

(SEAL)

Robert SvoBoda
ROBERT SVOBODA

(SEAL)

(SEAL)

(SEAL)

(PLACE TRUSTEES EXCULPATION LANGUAGE HERE, IF APPLICABLE)

STATE OF ILLINOIS)

COUNTY OF

TIMOTHY W. BARTEL

I, _____, a Notary Public in and for and

residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

LEONARD LANNI &

ROBERT SVOBODA

personally known to me to be the same person(s)

LEONARD LANNI &

ROBERT SVOBODA

whose name(s) _____ 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 a free and voluntary act, for the uses and purposes therein setforth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1st day of

May, A.D., 19 88.

(Notary Seal)

Timothy W. Bartel
Notary Public

"OFFICIAL SEAL"
TIMOTHY W. BARTEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/90

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Property of Cook County Clerk's Office

JAMES W. YERGEN

JAMES W. YERGEN
CLERK OF COOK COUNTY
CHIEF OF CLERK'S OFFICE
110 N. LAUREL ST. CHICAGO, ILL. 60602

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EXONERATION OF LIABILITY OF THE TRUST COMPANY stamped on the reverse side hereof is hereby expressly made a part hereof.

3 8 4 4 5 2

(TRUSTS SIGN HERE)

AFFILIATED BANK/WESTERN NATIONAL, as Trustee as aforesaid and not personally,

By: Carol Ann Weber
Carol Ann Weber
Vice President (Title)

Attest: Rosemarie J. Baran
Rosemarie J. Baran
Assistant Secretary (Title)

STATE OF ILLINOIS)
) 98
COUNTY OF Cook)

I, Dolores Para, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Carol Ann Weber of AFFILIATED BANK/WESTERN NATIONAL and Rosemarie J. Baran 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 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 Bank, as Trustee as aforesaid, 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 seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Secretary her 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. 90284452
GIVEN under my hand and Notarial Seal this 1st day of May, 19 88.

(Notarial Seal)

OFFICIAL SEAL
DOLORES PARA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 19, 1991

Dolores Para
Notary Public

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This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

DEPT-91 RECORDS 116.00
T#8888 TRAN 4582 08/08/90 11:14:00

48201 # 14 ← 90-384452
COOK COUNTY RECORDER

90384452

\$16.00 E