UNOFFICIAL COPY, 2

COOK CHIMTY, ILL MARK

91442892

1991 AUG 28 PH 12: 36

70:39-025

91442892

SUPPLEMENT AND EXTENSION TO TRUST DEED AND INSTALMENT NOTE

\$ 16.00

This Supplement and Extension to Trust Deed and Instalment Note entered into this 15th day of March, 1991, by and between LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago (hereinafter referred to as "Lender") and Domenico Pecoraro and Angelina Pecoraro, his wife, (hereinafter referred to as "Borrower")

## WITNESSETH:

WHEREAS, Borrower is a party to a Note dated March 3, 1986 in the principal amount of \$1,015,000.00 (the "Note") in favor of LaSalle Northwest National Pank, formerly known as Northwest National Bank of Chicago (the "Lerder"), which Note is secured by the Trust Deed dated March 3, 1986 (the "Trust Deed") which was recorded on March 11, 1986 as Document No. 86095252, in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Installment Note, the Londer executed an Assignment of Rents dated March 3, 1986 which was recorded March 11, 1986 as Document No. 86095259, in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$962,647.87 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 trust deed 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; 31442892

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

2. The Scrrower hereby covenants, promises and agrees to parties. perform each and all of the covenants, agreements and obligations contained in the Trust 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. IT IS FURTHER ACPEED, HOWEVER, that the Trust Deed and Instalment Note on which there is an outstanding balance of \$962,647.87 and which is due currently to be paid in full no later than March 15, 1991 shall be modified and extended to mature on March 15, 1996. Said note will bear interest from the date hereof at a per annum rate of 10.00 per cent (10.00%). Principal and interest are payable monthly on the 25th day of each month commencing on April 15, 1991 in monthly iostallments of \$9,289.76 with a final payment of all unpaid principa? and interest due and payable on the 15th day of March 1996. The principal of each of said installments unless paid when due shall bear interest after maturity at the rate of 12.00 per cent per annum. 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.

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.

## **UNOFFICIAL COPY**

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 construed to mean the Inscalment Note and the Instalment Note as extended, supplemented and modified herein or by any other

instrument evidencing the injebtedness referred to herein.

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 Deed and Instalment Nove 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 written above.

Angelina Pecoraro

LaSalle Northwest National Bank

Consented to by:

Given under my hand and Notatici Seal

.dtrof tes nieredt sesogrug

My Commission Expires 11/16/91

Jean M. Boler Notary Public, State of Illinois

"OFFICIAL SEAL"

511449 V

free and voluntary act and its free and voluntary act of said Company for the uses and rate seal of said Commany to be affixed to said instrument as said Assistant Secretary's own Assistant Secretary as custodian of the corporate seal of said Company, caused the corpotherein setting and the said Assistant Secretary then and there acknowledged that said voluntary act and as the free and voluntary act of said Company for the uses and purposes and administration and the said instrument as their own free and Vice President and Assistant Secretary respectively, appeared before me this day in person same persons whose names are subscribed to the foregoing instrument as such Assistant the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO

AUG 2 1 1991,

Form 1329

**UNOFFICIAL COPY** 

## Exhibit "A"

The Northwesterly 20 feet of Lot 39, all of Lot 40, 41 and 42 in Block 7 in Wilson's Resubdivision of Block 75, 76, 77, 83, 84, 85, 86, 92, 93 and 34 in Norwood Park, in Section 6, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3929-35 N. Northwest Highway, Chicago, Illinois 60631

P.I.N: 13-06-402-044

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

3144289

County Clark's Office