31486675

#### LOAM MODIFICATION AND EXTENSION AGREEMENT

95456675

WE LOSK ?

THIS AGREEMENT is made and entered into as of the 9th day of

July, 1991, by and between FIRST OF AMERICA BANK - NORTHEAST

ILLINOIS. N.A. f/k/a FIRST OF AMERICA BANK - GOLF MILL, an Illinois

Corporation ("BANK"), and Gregory S. Martin and Joan M. Martin and 17 29

Michael A. Martin and Evette Martin ("BORROWER") 1854 # 50 - 71-486675

COGE COUNTY OF CORDER

- A. The BORROWLR has heretofore executed a Commercial Installment Note dated July 9, 1986 in the principal amount of One Hundred Seventy One Thousand Four Hundred Eighty Five and no/100ths (\$171,485.00) ("NOTE") of which BANK is presently the holder;
- B. The NOTE is secured by a Mortgage dated July 9, 1986 and recorded in the Recorder's Office of Cook County, Illinois as Document Number 86357442 conveying to certain real described in "Exhibit A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- C. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's office of Cook County, Illinois as Document Number 86357443 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

17 ay

Property of Cook County Clark's Office

- D. The BANK has disbursed to BORROWER the full principal sum evidenced by the NOTE and has received payments of principal and interest from the lien of the hereinabove described Mortgage and Assignment of Rents;
- E. BORROWER has requested BANK to amend the maturity date for the payments of the hereinabove described NOTE, MORTGAGE and ASSIGNMENT OF RENTS;
- F. BANK has agreed to amend the maturity date for the payment of the NOTE provided BORPOWER agrees to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the cayment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The maturity date for the payment of the NOTE is extended from July 9, 1991 to July 9, 1996.
- 2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is One Hundred Thirty Seven Thousand Eight Hundred and 00/100ths (\$137,855.00) DOLLARS.



3. In consideration of BANK extending the due date to July 9, 1996, BORROWER agrees that the new interest rate will be Prime ARRAY and monthly payment of principal on the new principal sum outstanding from time to time will be Five Hundred Seventy and no/100ths (\$570.00) DOLLARS, plus interest.

The repayment of the indebtedness shall be in 59 equal, consecutive installments of \$570.00 plus interest each, beginning on the 9th day of August, 1991 and continuing on the same day of every month thereafter, with a final payment of all remaining principal and interest due on July 9, 1996.

- 4. In the event a payment is ten (10) of more days past due, a late charge of Five Percent (5%) of the total payment amount or \$25.00, whichever is greater, shall be due and payable.
- 5. The lien of the MORTGAGE and ASSIGNMENT OF RENTS is hereby modified and extended as security for the payment of the NOTE.
- 6. Except as modified herein, the terms, covenants, and conditions of the NOTE, MORTGAGE AND ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this Agreement and the terms of the NOTE and/or MORTGAGE and ASSIGNMENT OF RENTS the terms herein shall control.

Property of Coof County Clerk's Office

This Agreement shall be governed by and construed under 8. the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. JUNEY CLOUR

BANK;

First of America Bank-Northeast Illinois, N.A.

-5-

STATE OF ILLINOIS) COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Martin and Joan M. Martin and Michael A. Martin and Evette Martin, 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 thereon set forth.

Given under my hand and official seal, this 24th day of July 1991.

"OFFICIAL SEAL"
SUSAN B. WITT
Notary Public, State of Illinois
My Cummission Expires 2/15/95

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same remons 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 thereon set forth.

Given under my hand and official seal, this 24th vay of July 1991.

THIS DOCUMENT PREPARED BY AND MAIL TO:

OL THE

LINDA KLBECKA
First of America Bank-Northeast Illinois, N.A.
200 N. Milwaukee Ave.
Libertyville, IL 60048

37399575

### "EXHIBIT A"

LOT 10 (EXCEPT THE WEST 5 FEET THEREOF) AND WEST 12 FEET OF LOT 11 IN BLOCK 6 IN RIVER GROVE ESTATES, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 12-26-206-056-0000

SS: BS.
Rive.

Cook County Clerks Office COMMON ADDRESS: 8319 O'Conner Drive

Property of Cook County Clark's Office