THIS AGREEMENT, made this 1st day of July, 1991, by and between THE FIRST COMMERCIAL BANK, an Illinois Banking Corporation, 6945 N. Clark Street, Chicago, Illinois (the "Bank") and SRETKO VINICIC AND MIRA VINCIC, HIS WIFE representing themselves to be the owners of the Real Estate hereinafter and in said deed described:

WHEREAS, the Bank is the legal holder of a Secured Promissory Note (the "Note") in the amount of \$25,000.00 dated October 16, 1989 made by the obligor, which note is secured by a Junior Mortgage of even date executed by the Obligor and recorded October 31, 1989 with the Cook County Recorder of Deeds as Document 89516197 covering the following described real estate:

LOT 4 IN KATZ BROTHERS SUBDIVISION OF PART OF LOT 3 IN SUPERIOR COURT PARTITION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 AND THE EAST 10 ACRES OF SOUTH 76 RODS OF SECTION 23 TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.A.: 4008 LIZETTE LANE, GLENVIEW, IL

PIN: 04-20-417-504

DEPT-01 RECORDING

\$13.29 T\$4444 TRAN 4106 09/25/91 13:57:00 \$1188 \$ D \*-91-498864

COOK COUNTY RECORDER

AND WHEREAS, the bank had agreed to extend the said note from October 16, 1990 to July 1, 1991 under extension agreement dated October 16, 1990 and recorded February 8, 1991 with the Cook County Recorder of Deeds as Document 91063188.

AND WHEREAS, the parties heret) desire to modify, alter and amend the provision of said Note, Mortgage, and Extension Agreement with respect to the maturity date of said Note;

NOW, THEREFORE, in consideration or the mutual covenants herein expressed and other valuable consideration it is expreed that the Note, Mortgage and Extension Agreement are hereby modified and emended in such a manner that the maturity date of the Note is hereby extended from July 1, 1991 to December 1, 1991; that the Obligor shall make payments of interest, quarterannually commencing October 1, 1991; due and payable, except that the entire unpaid principal sum and all accrued interest shall be due and payable, unless sooner paid, on December 1, 1991; and that in all other respects said Note and Mortgage shall be unchanged and remain in full force and effect. shall be unchanged and remain in full force and effect.

THIS AGREEMENT shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Extension Agreement threatens the priority position of said Mortgage shall be sufficient to rescind this agreement and expunge the effect of its recording.

IN WITNESS THEREOF, the Bank has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and the Obligor have hereunto set their hands and seals; all on the day and year first above written.

FIRST COMMERCIAL BANK

BY:

Rick D. Salm

First Vice President

ATTEST:

Gregory D. Salm First Vice President &

Cashier

## UNOFFICIAL COPY

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## STATE OF ILLINOIS) UNOFFICIAL COPY COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rick D. Salm, First Vice President of The First Commercial Bank, and Gregory D. Salm, First Vice President and Cashler of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and First Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own aforesaid, for the uses and purposes therein set forth.

free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said First Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as GIVEN, under my hand and Notarial seal this / day of DETTY L. MAEDER NOTARY PUBLIC, STATE OF ILLINOIS My Commit 421 Expires 8/16/92 STATE OF ILLINOIS) COUNTY OF COOK I, the undersigned, a Notary Rublic in and for the County and State aforesaid, DO HEREBY CERTIFY, that State of the Same person(s) whose name(s) is/are subscribed personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that their signed realed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth. GIVEN, under my hand and Notarial seal this 157 day of OFFICIAL SEAL
BETTY L. MAEDER
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 8/16/92 STATE OF ILLINOIS) COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State

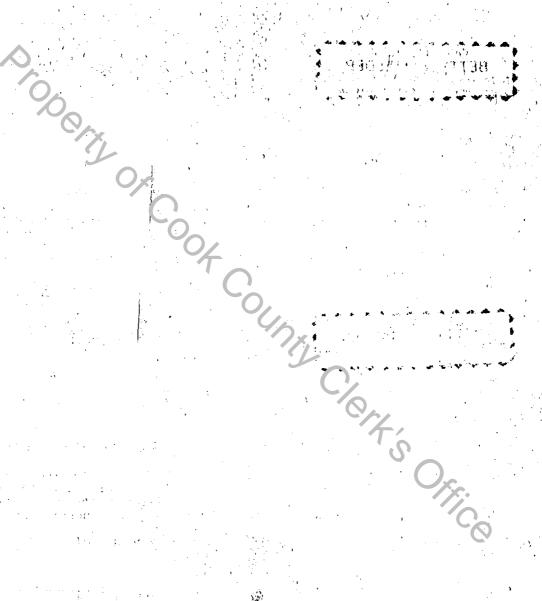
aforesaid, DO HEREBY CERTIFY, that

is personally known to me to be the same person(s) whose name(s) is are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this day of 19	GIVEN,	under my	hand and	Notarial	seal	this	day	of ·	, 19	
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Notary Public

## UNOFFICIAL COPY



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