THIS INDENTURE, made this 29th day of March 1991 by and between SIMMONS ENGINEERING CORPORATION, an Illinois corporation having its principal office in Mount Prospect, Illinois, the owner and holder of the Note and Mortgage hereinafter described, and FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as successor to BANK OF RAVENSWOOD, an Illinois banking corporation, not personally, but as Trustee under a Trust Agreement dated December 10, 1986 and known as Trust Number 25-8217, the owner or holder of title to the real estate hereinafter and in said Mortgage described ("Owner");

WITNESSETH:

The parties hereto agree to modify the time of payment of the principal indebtedness evidenced by the instalment note of Owner ("Note") dated December 16, 1986 in the original amount of \$444,460.00 secured by a Mortgage of even date therewith made by BANK OF RAVENSWOOD as Trustee under said Trust Number 25-8217 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 87045508 conveying to SIMMONS ENGINEERING CORPORATION certain real estate in Cook County, Illinois, described as follows:

Lot 15 in 7.A. Weber's Addition to Mount Prospect, being a subdivision of part of the East 1/2 of the North West 1/4 of Section 12, Township 47 North, Range 11, East of the Whird Wrindipal 415.00 Meridian, in Cook County, Illinois, 15333 IRAN 9717 124318 KOOK KOONTY RECOMDEN

Permanent Tax Inde: No.: 08-12-122-017-0000

Property Address: 237 Fast Prospect Avenue, Mt. Prospect, Illinois.

- 2. The amount remaining paid on the indebtedness is \$366,696.90 (the "indebtedness").
- The interest rate charged on the Note is 8% per annum and shall is The interest rate charged on the Note is 8% per annum and shall remain unchanged. In consideration of the Modification hereunder and other good and valuable consideration, receipt whereof is hereby acknowledged, Owner agrees to pay the entire principal sum and interest on the remaining indebtedness as follows: the sum of \$5,431.55 on the 15th day of April, 1991 and \$5,431.55 or the 15th day of each month 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 15th day of October, 1998. The right of prepayment in the Note remains in effect and is not modified hereby.
- This Agreement is supplementary to said Mortgage and Note. the provisions thereof not expressly modified by this Agreement shall remain in full force and effect. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed, scaled and delivered this indenture as of the day and year first whose written.

SIMMONS ENGINEERING CORPORATION

ATTEST:

ASSISTANT BECKETALLY

First Chimigo Trust Company of the in is the Suggestion Trustee to First Chauge Lone in and all references within the document to Bank of Ravenswood share be deemed to moun first Chicago Trust Company of Illinois

FIRST CHICAGO TRUST COMPANY OF Ravensword formerly known is the continuous ILLINOIS, as Trustee as aforesaid and not personally

ATTEST:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3174318

UNOFFICIAL COPY

STATE OF ILLINOIS)
(SS COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that MARTIN D. EDWARDS

WARTO IT CONTINUED

TRUST Officer 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 Land Trust Officer, 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 corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Land Trust Officer then and there acknowledged that said Assistant Land Trust Officer, as custodian of the corporate seal of said corporation, did affix the seal of said corporation to said instrument as said Assistant Land Trust Officer's own free and vilintary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 hay of

Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that BRUCE G. GILLILAN, personally known to me to be the President of the SIMMONS ENGINEERING CORPORATION, and CHARLES R. SPROWL, personally known to me to be the Assistant Secretary and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the Legal and purposes therein set forth.

Given under my hand and notarial seal this day of

91174318

Notary Public

E. MARVIN BUEHLER

E. MARVIN BUEHLER

NOTA A PUBLIC STATE OF ILLINOIS

MY COTTON SOUN ECOLIES NOV. 30, 1992

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UNOFFICIAL COPY

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