

# UNOFFICIAL COPY

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10/25/90

91211664

LOAN NUMBER-90045503

## MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 12th day of DECEMBER, 1990, by and between FIRST NATIONAL BANK OF CICERO, A National Banking Association the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and FIRST NATIONAL BANK OF CICERO, not personally, but as Trustee under Trust Agreement dated DECEMBER 1, 1980 and known as Trust Number 7036, and as Trustee under Trust Agreement dated DECEMBER 1, 1980 and known as Trust Number 7036, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER") AND THOMAS A. SCAPILLATO AND GLORIA L. SCAPILLATO ("GUARANTOR");

### WITNESSETH:

1. The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of ONE-HUNDRED-SEVENTY-THOUSAND-AND-NO/100 (\$170,000.00) dated DECEMBER 15, 1980, (the "Note") secured by a trust deed in the nature of a mortgage recorded DECEMBER 31, 1980 in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 25721644 and a trust deed in the nature of a mortgage recorded DECEMBER 22, 1980 in the office of the Recorder of Deeds, DUPAGE County, Illinois, as Document Number R80-80253 conveying to FIRST NATIONAL BANK OF CICERO, A National Banking Association, certain real estate located in COOK AND DUPAGE Counties, Illinois and described as follows:

#### PARCEL 1:

Lot 35 in Block 12 in Reaper Addition to Chicago in Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-30-116-018-0000  
C/K/A: 2439 South Oakley Ave  
Chicago, IL 60608

91211664

DEPT-01 RECORDING 114.00  
T45555 TR4N 9754 05/06/91 12:56:00  
\*3711#E \*-91-211664  
COOK COUNTY RECORDER

#### PARCEL 2:

Lot 6 in Block 7 in Newman's Pleasant-Dale being a Subdivision of part of the East 1/2 of Section 7, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 22, 1956 as Document 805167, in DuPage County, Illinois

PIN: 10-07-400-006  
C/K/A: 119480 Downers Drive  
Lemont, IL 60439

2. The amount remaining unpaid on the indebtedness is \$137,672.73 (the "Indebtedness").

3. The interest provided for in the Note is 18.0% per annum which rate has since been reduced by written agreement to 14.0%. In consideration of the extension granted hereunder, Owner agrees to pay the indebtedness and interest thereon as follows:

RETURN TO: FIRST NATIONAL BANK  
OF CICERO  
6000W. Cermak Road, Cicero, Illinois 60650  
Box 284

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THOMAS A. SCAPILLATO (GUARANITOR) *Thomas A. Scapillato*  
 THOMAS A. SCAPILLATO (GUARANITOR) *Thomas A. Scapillato*  
 We hereby acknowledge and consent in the foregoing extension and we personally guarantee payment of all amounts provided therein.

BY: *Thomas A. Scapillato* ATTEST: *Thomas A. Scapillato*  
 FIRST NATIONAL BANK OF CINCINNATI, AS TRUSTEE UNDER TRUST AGREEMENTS DATED DECEMBER 11, 1980 AND KNOWN AS TRUST NUMBER 7035 AND 7036 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument the day and year first above written.

4. This agreement is supplementary to said Trust Deeds and said Note. All the provisions thereof, including the right to declare principal and accrued interest due, or any cause specified in said Trust Deeds or Note, or any other security documents shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Trust Deeds, or any other security documents. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

a. \$137,672.73 at the rate of 14.0% per annum on the basis of a year consisting of 360 days;  
 b. and the entire principal sum and interest from DECEMBER 20, 1990 shall be payable as follows:  
 Installments of principal and interest in the amount of TWO-THOUSAND-ONE-HUNDRED-EIGHTY-AND-71/100 (\$ 2,180.71) beginning on the 20th day of JANUARY, 1991, and the 20th day of each month thereafter for the next FOUR consecutive months and;  
 A final payment of the remaining principal and interest balance due and payable on JUNE 20, 1991.  
 Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 16.0% per annum.  
 BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345

WHEREAS, the Board of Supervisors has received a request from the [Name] regarding [Subject]; and

WHEREAS, the Board of Supervisors has considered the request and has determined that it is in the best interests of the County to [Action];

IT IS THE POLICY OF COOK COUNTY TO [Policy Statement]

**ADOPTED**

at a regular meeting of the Board of Supervisors held on the [Date] day of [Month], [Year], at [Location].

The Board of Supervisors has resolved that the [Subject] be [Action].

IT IS SO ORDERED that the Board of Supervisors do hereby [Action].

IN WITNESS WHEREOF, the Board of Supervisors has caused this Resolution to be signed and the seal of Cook County to be hereunto affixed this [Date] day of [Month], [Year].

ATTEST:

CLERK OF COOK COUNTY

COOK COUNTY, ILLINOIS

APPROVED: [Signature]

BY: [Signature]

COOK COUNTY, ILLINOIS

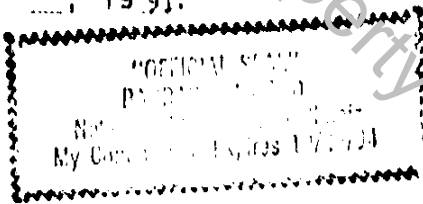
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STATE OF ILLINOIS  
COUNTY OF

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Glenn J. Richter Vice President of  
First National Bank of Cicero and Nancy Pudala  
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 as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said her own free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under hand and Notarial Seal this 29th day of April 1991.



*Barbara M. Cord*  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM C. ANDERSON  
SENIOR VICE PRESIDENT  
FIRST NATIONAL BANK OF CICERO  
6000 W. CERMAK ROAD  
CICERO, IL 60850

9121.664

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE,  
January 11, 1908.  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE,  
IN RESPONSE TO A RESOLUTION  
PASSED BY THE SENATE  
MAY 15, 1907.  
CHICAGO: THE STATE PRINTING OFFICE,  
1908.

Property of Cook County Clerk's Office

91211216

THE ILLINOIS LAND OFFICE  
100 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS  
JANUARY 11, 1908

1908.1216