

# UNOFFICIAL COPY

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## MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

\*BANK OF CHICAGO / GARFIELD RIDGE formerly known as  
This Indenture, made this 30th day of April, 1991, by and between Cole Taylor Bank/Yorktown, the owner of the mortgage or trust deed hereinafter described, and\*Garfield Ridge Trust & Savings Bank as Trustee under Trust Agreement dated July 29, 1986 and known as Trust No. 86-7-6, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Midwest Medical Centre Imaging, S.C. dated July 24, 1987 and extended pursuant to a note dated April 30, 1991, secured by a mortgage or trust deed in the nature of a mortgage recorded September 25, 1987, in the office of the Recorder of Cook County, Illinois, as document No. 87-524909 conveying to Cole Taylor Bank/Yorktown certain real estate in Cook County, Illinois described as follows:

Lot 24 in Block 2 in Sallinger and Hubbard's Kenilworth Boulevard Addition to Oak Park, a Subdivision of the East half of the North West quarter of Section 6, Township 39 North, Range 15, East of the Third Principal Meridian, Cook County, Illinois.

P.I.N. 16-06-105-027

Common Address: 1215 N. Grove Avenue Oak Park, Illinois

DEPT. 91 RECORDING COOK  
18666 TRAN 4136 06/26/91 12:24:00 \$15.00  
17613 H \*-91-311687  
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$128,000.00.

3. Said remaining indebtedness of \$128,000.00 shall be paid on or before April 30, 1992 and the Owner in consideration of such extensions promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until April 30, 1992, at the rate of Prime\* + two per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of Prime\* + two per cent per annum, and interest after maturity at the rate of Prime\* + six per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the Village of Lombard as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Cole Taylor Bank/Yorktown.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for three days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon shall without notice at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

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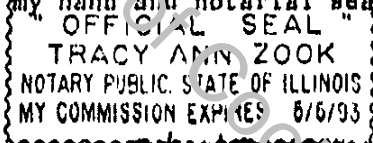
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~WILLIAM~~ Cook )

I, Tracy Ann Zook, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rosemarie J. Baran ~~Land Trust Officer~~, ~~President~~ of Bank of Chicago / Garfield Ridge, and Terrence Superczynski, Senior Vice President ~~Secretary~~ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Senior Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 19 91.



My commission expires: 5/5/93

Tracy Ann Zook  
Notary Public

County Clerk's Office

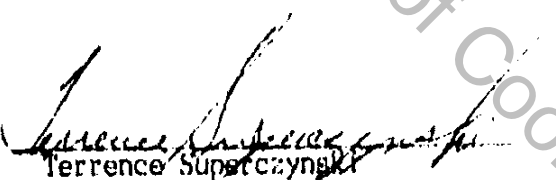
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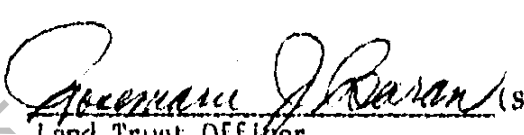
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5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, 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 mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner 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. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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

BANK OF CHICAGO / GARFIELD RIDGE f/k/a  
Garfield Ridge Trust & Savings Bank  
as Trustee u/t/a dated 7/29/86 and  
known as Trust No. 86-7-b and not individually.

  
Terrence Supaczynski  
Senior Vice President

 (SEAL)  
Land Trust Officer  
Rosemarie J. Baran

\*"Prime Rate" as used herein shall mean at anytime the rate per annum then established by the Cole Taylor Bank/Yorktown as being its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Cole Taylor Bank/Yorktown's prime rate, all as shown on the books and records of the Cole Taylor Bank/Yorktown relating to the establishment of such prime rate.

This instrument prepared by Cole Taylor Bank/Yorktown, One Yorktown Center,  
Lombard, Illinois 60148.

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# UNOFFICIAL COPY

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

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