

This Indenture, made this 24th day of May, 1991, by and between \_\_\_\_\_  
First Colonial Bank Northwest \_\_\_\_\_,

the owner of the mortgage or trust deed hereinafter described, and \_\_\_\_\_  
John E. Morlock and Cathie Kohl Morlock \_\_\_\_\_

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),  
WITNESSETH:

1. The undersigned parties hereby agree to extend and modify the terms and conditions of the ~~extension agreement~~ <sup>MORTGAGE</sup> entered into the 22nd day of Jan., 1990 and registered/recorded on the 21st day of Feb., 1990 with the ~~Recorder of Deeds~~ <sup>Recorder of Deeds</sup> of Cook County, Illinois as document No. 90083422 regarding certain real estate in Cook County, Illinois described as follows:

Lot 24 in Morgan's Gate Subdivision, being a Subdivision of part of the North East 1/4 and the South East 1/4 of Section 8, and the South West 1/4 of Section 9, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded August 3, 1987 as Document 87425912, in Cook County, Illinois.  
DEPT-01 RECORDING \$13.00  
7:3333 TRAN 4510 06/28/91 16:26:00  
#1658 # C \*-91-319976  
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 35,000.00

3. Said remaining indebtedness of \$ 35,000.00 shall be paid on or before January 22, 1995

and the Owner in consideration of such modification promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby modified, and to pay interest thereon until January 22, 1995, at the rate of One per cent in excess of the Prime Rate (defined below), and thereafter until maturity of said principal sum as hereby modified, at the rate of \_\_\_\_\_ per cent per annum, and interest after maturity at the rate of \_\_\_\_\_ 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 the value of such legal tender in other United States currency, at such banking house or trust company in the city of Chicago as the holder or holders of said principal note or notes may from time to time in writing appoint, and in default of such appointment then at \_\_\_\_\_.

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 twenty 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 modification had not been granted.

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.

6. "Prime Rate" means the rate of interest established from time to time by the Bank as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Bank's prime rate, all as shown on the books and records of the Bank. The Prime Rate will fluctuate hereunder from time to time concurrently with each change in the Bank's Prime Rate with or without notice to anyone.

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

x [Signature] (SEAL) x Cathie Kohl Morlock (SEAL)  
John E. Morlock Cathie Kohl Morlock  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

91319976

1300

STATE OF Illinois  
COUNTY OF Cook

# UNOFFICIAL COPY

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT 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 therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of June 1991.



Kelly A. Steinmetz  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own 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, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own 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, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 15\_\_\_\_.

\_\_\_\_\_  
Notary Public

91319976

WITH

MODIFICATION AGREEMENT