

UNOFFICIAL COPY

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92514560

mod/ext.1
01/08/91

LOAN NUMBER-9047929

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the FIRST day of MAY, 1992, 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 BANK OF OAK PARK SUCCESSOR TO OAK NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated APRIL 16, 1987 and known as Trust Number 12989, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER") AND CHARLES ZABRAN AND SUZANNE ZABRAN ("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-SIXTY-FIVE-THOUSAND-AND-NO/100 (\$ 165,000.00), dated APRIL 16, 1987, (the "Note") secured by a mortgage recorded MAY 6, 1987 in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 87243930 conveying to FIRST NATIONAL BANK OF CICERO, A National Banking Association, to certain real estate in COOK County, Illinois and described as follows:

LOTS 22, 23 AND 24 IN BLOCK 10 IN WALTER G. MCINTOSH METROPOLITAN ELEVATED SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-19-409-019

CKA: 1845-51 SOUTH EUCLID AVE., BERYWN, IL 60402

DEPT-01 RECORDING \$25.00
74888 TRAN 0024 07/14/92 14:25:00
20554 #E #--92-514560
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 132,498.03 (the "Indebtedness").

3. The interest charged on the Note is 9.5% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

a. \$ 132,498.03 at the rate of 9.0% per annum on the basis of a year consisting of 360 days;

b. and the entire principal sum and interest from MAY 1, 1992 shall be payable as follows:

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Installments of principal and interest in the amount of TWO-THOUSAND-AND-NO/100---- (\$ 2,000.00) beginning on the FIRST day of JUNE, 1992, and the FIRST day of each month thereafter for the next FIFTY-EIGHT consecutive months and;

A final payment of the remaining principal and interest balance due and payable on MAY 1, 1997.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 11.0% 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.

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document 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, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, 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.

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

FIRST BANK OF OAK PARK SUCCESSOR TO OAK PARK NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 16, 1987 AND KNOWN AS TRUST NUMBER 22989 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

BY: [Signature]
ITS: Vice-President and Trust Officer

ATTEST: [Signature]
ITS: Assistant Secretary

This instrument is executed by FIRST BANK OF OAK PARK, and its officers, but solely as Trustee to administer all loans and covenants to be performed hereunder by FIRST BANK OF OAK PARK, and its officers, by its officers and as aforesaid and not for any other person or persons, and the assistance of any other person or persons. On this day of _____, 1992, the covenants, statements, representations or warranties contained in this instrument.

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We hereby acknowledge and concur in the foregoing extension and we personally guarantee payment of all amounts provide therein:

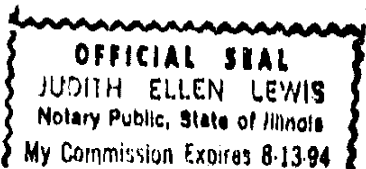
X Charles Zabran
CHARLES ZABRAN (GUARANTOR)

Y Suzanne Zabran
SUZANNE ZABRAN (GUARANTOR)

STATE OF ILLINOIS
COUNTY OF

I, Judith Ellen Lewis a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Fredric W. Meek Vice-President and Trust Officer of FIRST BANK OF OAK PARK SUCCESSOR TO OAK PARK NATIONAL BANK and John Mach, 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 Assistant Secretary's own free and voluntary act of said Company, for the uses and purposed therein set forth.

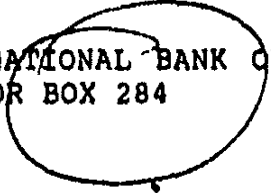
Given under hand and Notarial Seal this 21st day of May, 1992.



Judith Ellen Lewis
NOTARY PUBLIC

~~INSTRUMENT PREPARED BY~~ WILLIAM C. ANDERSON, SENIOR VICE PRESIDENT, FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN TO: FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650 OR BOX 284



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