

**UNOFFICIAL COPY****EXTENSION AND MODIFICATION AGREEMENT**

THIS AGREEMENT MADE this 1st day of August, 1992, by and between Gerald W. Fogelson and Georgia Bender Fogelson, his wife, herein referred to as Mortgagors and HERITAGE BANK, owner and holder of the note secured by the following described Real Estate.

**WITNESSETH:**

THAT WHEREAS Mortgagors heretofore executed a Promissory Note and Mortgage dated the 1st day of June, 1988 and recorded in the official records book , page , of Cook County, Illinois on June 28, 1988 as document no. 88284733 to HERITAGE BANK to secure payment of a certain Principal Promissory Note executed by said mortgagors dated June 11, 1988 payable in the sum of \$500,000.00 as therein provided:

1992 SEP -4 AM 11:43

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**Legal Description:**

LOT 6 IN BLOCK 4 IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 3 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2245 NORTH DAYTON, CHICAGO, ILLINOIS 60614

PIN # 14-32-212-006

And Whereas Said Mortgage and securing said Principal Promissory Note is a Valid and subsisting lien on the premises described therein.

And Whereas the parties hereto have agreed upon certain modifications of the terms of said Principal Promissory Note and Mortgage.

Now, THEREFORE, IN consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows:

That said Principal Promissory Note and Mortgage be and are the same is hereby modified to show:

- 1) EFFECTIVE AUGUST 1, 1992 DECREASE INTEREST RATE FROM 9.5% FIXED TO 8.0% FIXED.
- 2) EFFECTIVE AUGUST 1, 1992 DECREASE MONTHLY PRINCIPAL AND INTEREST PAYMENT FROM \$5,255.08 TO \$4,848.82.

All other terms and conditions remain unchanged.

It is further MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Principal Promissory Note and Mortgage shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest due under said Note as herein modified or in the event of failure to perform any and all of the agreements contained in said Principal Promissory Note and Mortgage as herein modified, the entire amount of unpaid principal and interest shall be the option of the holder thereof become immediately due and payable without notice of the holder thereof become immediately due and payable without notice or demand that all the rights and obligations under said Principal Promissory Note and Mortgage as modified shall extend to and be binding on the successors and assigns of the parties hereto.

Box 15

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Witness the hand and seal of mortgagors, the day and year first above written.

GRANTORS:

BY:

*Gerald W. Fogelson*  
Gerald W. Fogelson

*Georgia Bender Fogelson*  
Georgia Bender Fogelson

State of Illinois  
County of Cook

I, *Constance M. Green*, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Gerald W. Fogelson and Georgia Bender Fogelson, husband and wife, who are 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.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of August 1992.



*Constance M. Green*  
Notary Public

HERITAGE BANK

BY:

*Michele R. McLaughlin*  
Michele R. McLaughlin

ITS: Loan Officer

92659303

State of Illinois  
County of Cook

I, Kathrin Kopsian, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Michele R. McLaughlin, who is personally known to me to be the same person whose name is subscribe to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of August 1992.



*Kathrin Kopsian*  
Notary Public

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Box 15

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