

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into between First Federal of Elgin, F.S.A., a federally chartered stock savings and loan association, with offices at 28 North Grove Avenue, Elgin, Illinois 60120, hereinafter called "Mortgagee", and Leroy J. Harper and Clara Mae Trice Harper, husband and wife, as joint tenants, hereinafter called "Mortgagor";

## WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned to Mortgagor the principal sum of NINETY-TWO THOUSAND and 00/100 Dollars (\$92,000.00) as evidenced by the Collateral Installment Note of Mortgagor, dated August 19, 1987 secured by Mortgages of even date on certain real estate described as follows:

PARCEL 1: Lot 5 in Block 122 and Lot 22 in Block 121 in Cornell Being a subdivision in Sections 26 and 31 Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

PIN: 20-35-112-009-000 and 20-35-112-010-0000 respectively; Commonly known as 8029 South Dobson, Chicago, Illinois 60619

which the Mortgage was recorded in the Recorder's Office of Cook County on August 26, 1987 as document number 92460085 and 92811170

WHEREAS, Mortgagee is still the owner and holder of said Note and Mortgage and,

WHEREAS, Mortgagor desires to extend the maturity date on said Mortgage loan; and,

WHEREAS, said Mortgagee is willing to extend the maturity date on said Mortgage loan upon the terms, covenants and conditions hereinafter contained,

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth the parties hereto agree as follows:

1. Mortgagee further covenants and agrees that the Note and Mortgage aforesaid of Mortgagor, be extended and modified on the terms and conditions hereinafter provided.
2. Mortgagor, for and in consideration of the covenants and agreements herein contained, promises and agrees to repay to Mortgagee at the offices of the Mortgagee in Elgin, Illinois, or at such place as it may designate, said total indebtedness of NINETY-TWO THOUSAND AND 00/100 DOLLARS (\$92,000.00) together with interest at the rate of Eleven and one-half percent (11.50%) per annum until maturity. Principal and interest payable on the first Business Day of each month beginning October 1, 1992. The entire outstanding principal balance and accrued interest thereon shall be due and payable on September 1, 1993, the "Maturity Date" (or the first Business Day thereafter, if said date is not a Business Day).
3. Mortgagor represents and warrants that since said Mortgages were recorded no judgments have been entered against them or anyone else which would constitute a lien of record against said mortgaged property; that no other mortgage, mechanic's lien or other encumbrance has been placed against said mortgaged property; that they now own said property; and that no taxes against said mortgaged premises are unpaid.
4. Mortgagor further agrees that they will faithfully observe and perform all of the conditions and agreements contained in said Note, Mortgages and Modification and Extension Agreement, except as herein modified, during the term of this modification agreement until said indebtedness is fully paid and satisfied, and that if the said conditions and agreements or any of them, are violated or broken, or if default is made in the payment of said principal and interest when due, then the whole of said mortgage indebtedness shall, at the option of the mortgagee, at any time thereafter, become due and payable, and the mortgagee may resort at any time thereafter at its option, to any or all remedies provided for in said Note, and Mortgages.

It is further agreed that in all other respects the Note, Mortgages and Modification and Extension Agreements made by Mortgagor, as aforesaid, shall remain in full force and effect and the Mortgagor, their heirs, executors, administrators and assigns, shall continue to be obligated to pay and satisfy the same, as hereinabove mentioned.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed and Mortgagor has hereunto set their hands and seals as of the 30th day of September, 1992 but effective as of September 1, 1992.

By: Leroy J. Harper

Leroy J. Harper

By: Clara Mae Trice Harper

Clara Mae Trice Harper

STATE OF ILLINOIS )

COUNTY OF COOK ) ss

92811170

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leroy J. Harper and Clara Mae Trice Harper personally known to me to be the same people whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 30th day of September, 1992.



Donna M. Sanko  
Notary Public

AGREED:

FIRST FEDERAL OF ELGIN, F.S.A.

By: David E. NiekTitle: Asst. Vice Pres.

PREPARED BY: David E. Niek; First Federal of Elgin, F.S.A.; 28 N. Grove Avenue; Elgin, IL 60120

Return To:

Donna Sanko  
First Federal of Elgin, F.S.A.  
28 N. Grove Ave.  
Elgin, IL 60120

DEPT-01 RECORDINGS \$23.00  
T#0000 TRAN 1428 10/30/92 14:48:00  
#3526 # \*72-811170  
COOK COUNTY RECORDER

2300  
JSC

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