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MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

92962899

[TO BE USED ONLY WHEN NO ADDITIONAL FUNDS ARE BEING ADVANCED]

This Indenture, made this 4th day of November, 1992, by and between the owner of the mortgage or trust deed hereinafter described, and Enshapat, Inc., 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 Enshapat, Inc. dated May 24, 1991, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded May 28, 1991, in the office of the Registrar of Titles/Recorder of Deeds of Cook County, Illinois, as document No. 03967636 conveying to Cole Taylor Bank certain real estate in Cook County, Illinois described as follows:

SEE ATTACHED SCHEDULE A FOR LEGAL DESCRIPTION.

9256.869
DEPT-11 RECORD - T \$29.50
T#5555 TRAN 1609 11/17/92 14:46:00
#4648 # E *-92-862869
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 388,782.43.

3. Said remaining indebtedness of \$ 388,782.43 shall be paid on or before November 4, 1995 ("maturity") and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when provided, as hereby extended, and to pay interest thereon November 4, 1992 until maturity at the rate of 8.50 percent per annum, and interest after maturity at the rate of 12.50 percent 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 City of Chicago 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 350 E. Dundee Road, Wheeling, IL, 60090. If the foregoing interest rate mentions "P" or "Prime," such term shall mean the prime rate of interest as established by Cole Taylor Bank from time to time, on its books and records, which interest rate shall change and fluctuate with or without notice to anyone.

4. Said mortgage or trust deed shall continue to secure said indebtedness, as hereby extended and modified.

5. 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 extension had not been granted.

SEE INVESTORS TITLE GUARANTEE

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6. 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 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.

Owner: Enshapat, Inc.

X *J. Engreji* (SEAL)

Janardan Engreji, President

(SEAL)

(SEAL)

Prepared by and mailed to:

Yvonne Gancarz - Cole Taylor Bank
350 E. Dundee Road
Wheeling, IL 60090

Cole Taylor Bank, Wheeling:

By: *[Signature]*

Title: Vice President

ATTEST: *[Signature]*

Title: Sr. Vice President

(SEAL)



8. 521625

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11/13/92

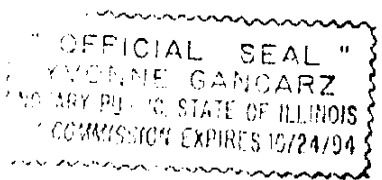
NOTARIZATION/COLE TAYLOR BANK:

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that on the 13th day of November, 1992, personally appeared before me Russell Cole and Peter Horne, known to me to be the same persons whose names are subscribed to the foregoing instrument and known to me to be the Vice President and Vice President, respectively, of Cole Taylor Bank/ an Illinois chartered bank, and acknowledged and agreed that they signed the foregoing instrument, as said officers, and affixed the seal of said bank thereto, all for and on behalf of said bank, as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of November 1992.

Yvonne Gancarz
Notary Public



(SEAL)

My Commission Expires: _____

This instrument was prepared by: Yvonne Gancarz Cole Taylor Bank
(name)
350 E. Dundee Road, Wheeling, IL 60090
(address)

6.829628

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Schedule A

Parcel 1:

The east 223.37 feet (except the north 430.0 feet) of that part lying east and north of Rand Road of the west half of the northeast quarter of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The east 223.37 feet (except that part lying south of the North 430.0 feet thereof) and (except the North 415.0 feet thereof) of that part lying east and north of Rand Road of the west half of the northeast quarter of Section 28, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 03-28-201-008-0000 - Parcel 1

PIN # 03-28-201-007-0000 - Parcel 2

Address: 817 N. Rand Road, Arlington Heights, IL

Property of Cook County Clerk's Office

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