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MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Agreement made this 14th day of December by and between Gerald L. Farina and Donna M. Farina (herein and sometimes called "Mortgagor") and BANK ONE, LAGRANGE, formerly known as FIRST ILLINOIS BANK & TRUST (hereinafter sometimes called "Mortgagee").

WITNESSETH

Whereas, Mortgagee is the owner and holder of a Mortgage Note dated March 17, 1988, in the principal amount of \$100,000.00, having an unpaid balance of \$90,000.00, which said note is secured by a Mortgage dated March 17, 1988 and recorded March 22, 1988 as Document No. 88116468, and Assignment of Rents dated March 17, 1988 and recorded March 22, 1988 as Document No. 88116469, in the Office of the Recorder of Deeds of Cook County, Illinois and which covers the following described real estate:

LOT 161 (EXCEPT THE NORTH 22 FEET THEREOF) AND NORTH 31 FEET OF LOT 160 (EXCEPT THEREFROM THAT PORTION OF EACH TAKEN FOR WIDENING 25TH AVENUE) IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION HOME ADD IN THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN 15-22-100-063

and commonly known as 2221 South 25th Avenue, Brandview, IL

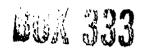
Whereas, Mortgagee is willing to alter such maturity and modify the payment provisions thereof upon the terms and conditions set forth herein.

Prepared by and mail to: Doreen M. Kral
Bank One, La Grange
730 Plainfield Road
Willowbrook, Illinois 60521

COOK COULTY, ILLINOIS FILED FOR RECORD

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brewises or any part thereof as security for any debt or transfer of any right, title or interest in the premises or conveyance, mortgage or encumbrance of the any portion thereof, without the prior written approval of the any portion thereof, without the prior written approval of the any portion thereof any tight, title or interest in the premises or transfer of any entering the provided and the provided the provided

under or on account of said Mortgage. part or parties whomsoever whom may now or hereafter be tiable provided herein, to release of affect the liability of any charges, encumbrance or conveyance, or except as GNDLGERIY said Mortgage or the priority thereof over other liens, shall affect or be constructed to in, conveyance effected by and nothing herein contained nor anything done parsuant hereto said note and Mortgage; (d) that all of the real property described in said Mortgage shall remain in all respects subject to the lien, charge or encumbrance of said Mortgage (c) to be bound by each and all of the terms and provisions of time, in the manner and in all respects as therein provided: Mortgage to be performed by the Mortgagor therein, at the Mortgage to be performed by the Mortgagor therein, at the (p) to bertorm each and all of tpekeju bkovided: said Note at the times, in the manner and in all respects as Wortgagor further acrees and covenants (a) to pay

aforesald Mortgage. connection with any proceedings to foreclose upon the Mortdage in the collection or enforcement of said Note or in stronney's fees, court costs and expenses incurred by **Leasonable** co bay **ødkees L**nkther Morfáráor .beagaie of a 360 day and charged for the actual number of days until fully paid and interest shall be computed on the basis ofherwise, interest shall accrued at the rate of 18% per annum After maturity, whether by acceleration or , attendinents, nuberg rucerest resulting from early or late payment of any final installment will be adjusted to reflect any accrued and to the unpaid balance of the principal. The amount of the juterest to date of actual payment with the remainder applied rust all payments shall be first applied to accrued and unpaid paid with a final payment due on December 14, 1997, provided the same date of each successive month thereafter until fully the interest payable commencing January 14, 1993 continuing on rate of Eight and Three Quarters percent until maturity with 00/100 (\$100,000.00) together with interest thereon at the even date in the principal amount of One Hundred Thousand and Mortgagor agrees to execute a new promissory note of

Now, therefore, in consideration of the terms, covenants and conditions set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, tonsiderations, the receipt of which is hereby acknowledged, tonsiderations, the covenants

Property of Coof County Clark's Office

without the prior written approval of the Mortgage shall constitute a default hereunder on account of which the Mortgagee may declare the entire indebtedness evidence by the Note secured by the Mortgage to be immediately due and payable and foreclose the Mortgage immediately or at any time such default occurs.

- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof or as herein provided, or in default in the performance of any other covenants of the Mortgagor shall continue for twenty (20) days after written notice thereof, the entire principal sum secured by the Mortgage, together with the then accrued interest thereon, shall, it hout notice, at the option of the Mortgagee become and immediately due and payable.
- 5. This Agreement is supplementary to said Mortgage. All the provisions thereof and of the principal note, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or note shall remain in full force and effect as herein expressly modified. Mortgagor agrees to perform all the covenants of the grantor in said Mortgage. The provisions of this Agreement shall incur to the benefit of any holder of said principal note and shall bind the heirs, personal representative, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and year first above written.

MORTGAGEE:

MORIGAGOR:

BANK ONE, LAGRANGE

Assistant Vice President

By (Alanna 10) Janina

ATTEST:

Assistant Vice President

STATE OF ILLINOIS COUNTY OF COOK

I, Doris Mary Britton, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Doreen M. Kral personally known to me to be the Assistant Vice President of Bank One, La Grange a Illinois corporation, and William J. Gibbons, personally known to me to be the Assistant Vice President of said corporation, and 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 severally acknowledged that as such AVP and AVP, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given be the Board of Directors of said corporation, as their free and voluntary act, and as the free

and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and soal this 14th day of December
OFFICIAL SRAC Notary Public Duitton
MYTARY PUBLIC STATE OF ICUNOS
NY COMMISSION EXP. APR. 1,1951 Commission Expires April 8, 1996
STATE OF ILLINOIS COUNTY OF COCK
I, Doris Mary Britton , a Notery Public in and for said county and state, do hereby certify that
Garaid L. Faring and Donna M. Farina
, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledges that they
signed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and official seal, this 14th day of December , 1992.
OFFICIAL SEAL DORIS MARY BRITTON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR 3.19% Commission exp. 4PR 3.19% Commission exp. 64-08-96
MY COMMISSION EXP. APR 8.19% Commission expires: 04-08-96
Prepared by and mail to:

Bank One, La Grange 730 Plainfield Road Willowbrook, IL 60521 Attn: Doreen Kral

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