

UNOFFICIAL COPY

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Loan # ~~6382-6~~ 6718-1

Handwritten signature/initials

LOAN MODIFICATION AND EXTENSION

of Chicago

THIS INDENTURE, made this 1st day of January, 1992, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and American National Bank and Trust Company, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED July 12, 1984 AND KNOWN AS TRUST NUMBER 61587, owner of the real estate hereinafter and in said deed described, WITNESSETH:

73-47-2094A

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of Six Hundred and Fifty Thousand and No/100 Dollars, dated November 10, 1986 secured by a trust deed in the nature of a mortgage recorded on November 14, 1986 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 86559996 conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

LEGAL DESCRIPTION

Lots 5,6,7,8 and 9 in Block 12 in Albert Crosby's and Others Subdivision of the East 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian (except that part of said lots lying East of Line 50 feet West of and Parallel with the East Line of said Section taken for widening Western Avenue) in Cook County, Illinois.

PERMANENT INDEX NUMBER : 13-25-407-025, 13-25-407-026,
13-25-407-027, 13-25-407-028,
13-25-407-029.

PROPERTY ADDRESS: 2744 N. Western Ave.

RETURN TO RECORDER'S BOX 146

Prepared by and mail to:
LaSalle Bank Lake View
3201 N. Ashland
Chicago, IL 60657
Judith E. Kelly

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2. The amount remaining unpaid on the indebtedness is Four Hundred and Thirty-six Thousand Eight Hundred and Eighty-six and no/100 Dollars.

3. Said remaining indebtedness of Four Hundred and Thirty-six Thousand Eight Hundred and Eighty-six and No/100 Dollars, and interest on the balance of principal remaining from time to time unpaid at the rate of LaSalle Bank Lake Views Prime plus One per cent (P& 1 percent floating%) per annum shall be paid in installments as follows: The said principal sum in 59 monthly installments as follows: \$3,640.00 plus accrued interest on the 1st day of January, 1992 and \$3,640.00 plus accrued interest on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 1st day of December, 1996. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of five per cent above the note rate per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended 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 can not 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 said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKE VIEW, 3201 N. Ashland Avenue, Chicago, Illinois 60657.

4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment, if at the time of said prepayment.

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 that the Owner shall continue for 15 days after written notice thereof, then 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 due and payable in the same manner as if said extension had not been granted.

6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.

7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes,

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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 interest note 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.

ACCEPTED:
LASALLE BANK LAKE VIEW
an Illinois Corporation

American National Bank as,
Trustee and not personally

BY: Jane L. Hoover
Jane L. Hoover
Assistant Vice President

BY: NICHOLAS WILSON
ITS: _____

ATTEST: David I. Dresdner
David I. Dresdner
Assistant Vice President

ATTEST: Gregory S. Kasprzyk
ITS: _____
TRUST OFFICER

Jan Barton
JAN BARTON

This instrument is subject to the provisions of the Illinois Trusts and Trustees Act, Chapter 110, Illinois Compiled Statutes (1993), and the Illinois Uniform Trust Code, Chapter 110, Illinois Compiled Statutes (1993).

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN, Assistant Vice President of American National Bank and Trust Company of Chicago and Gregory S. Kasprzyk, Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

JAN 21 1992

GIVEN under my hand and Notarial Seal this _____ day of

_____, 1991

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that Jane L. Hoover, Assistant Vice President of LaSalle Park Lake View, and David I. Dresdner, Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, 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 and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of January, 1992.

Notary Public

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