

CL0028

MODIFICATION  
EXISTING AGREEMENT  
(ILLINOIS)

FORM NO. 1090  
April, 1980

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

92067351

This Indenture, made this 14th day of January, 1992, by and between Park National Bank and Trust of Chicago f/k/a Park National Bank of Chicago, the owner of the mortgage ~~XXXXXXXXXX~~ hereinafter described, and First Illinois Bank of Evanston, N.A., not personally but solely as Trustee U/T/A dated 06/27/86 and known as Trust No. R-3784 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner").

DEPT-01 RECORDINGS \$23.00  
TRAN 1343 02/03/92 1992  
5835 # F \* - 92 - 067351  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

WITNESSETH:  
1. The parties hereby agree to ~~extend~~ <sup>modify</sup> the interest rate of the indebtedness evidenced by the principal promissory note or notes of Jeffrey Kovitz and Susan Kovitz

dated March 4, 1991, secured by a mortgage ~~XXXXXXXXXX~~ in the nature of a mortgage ~~XXXXXXXXXX~~/recorded March 18, 1991, in the office of the ~~XXXXXXXXXX~~/Recorder of Cook County, Illinois, in of at page as document No. 91120461 conveying to Park National Bank and Trust of Chicago f/k/a Park National Bank of Chicago certain real estate in Cook County, Illinois described as follows:

Lots 16 and 17 (except the Southwesterly 25 Feet thereof taken for railroad purposes) in Block 5 in D.S. Lee's addition to Chicago in assessor's division of the North East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #17-06-207-013-0000  
Common Address: 1530-32 N. Milwaukee Avenue, Chicago, IL 60622

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- 2. The amount remaining unpaid on the indebtedness is \$ 73,289.58
- 3. Said remaining indebtedness of \$ 73,289.58 shall be paid on or before March 1, 1996 at the rate of 9.50% Fixed, with payments of \$765.31 (principal and interest) monthly beginning February 1, 1992 and the Owner in consideration of such ~~XXXXXXXXXX~~ <sup>modification</sup> promises and agrees to pay the principal sum secured by said mortgage ~~XXXXXXXXXX~~ as and when therein provided, as hereby ~~XXXXXXXXXX~~ <sup>modified</sup>, and to pay interest thereon until March 1, 1996, at the rate of 9.5 per cent per annum, and thereafter until maturity of said principal sum as hereby ~~XXXXXXXXXX~~ <sup>modified</sup>, at the rate of 11.5 per cent per annum, and interest after maturity at the rate of 11.5 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage ~~XXXXXXXXXX~~ <sup>modified</sup> hereinafter 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 Park National Bank and Trust of Chicago, 2958 N. Milwaukee Avenue, Chicago, IL 60618
- 4. 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 ~~XXXXXXXXXX~~, 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 ~~XXXXXXXXXX~~ had not been granted.
- 5. This agreement is supplementary to said mortgage ~~XXXXXXXXXX~~. 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 ~~XXXXXXXXXX~~ 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 ~~XXXXXXXXXX~~. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest 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

*[Signature]*  
Authorized Officer (SEAL)

FIRST ILLINOIS BANK OF EVANSTON, N.A.  
*[Signature]*  
Authorized Officer (SEAL)

(SEAL)  
PARK NATIONAL BANK  
AND TRUST OF CHICAGO  
2958 N. Milwaukee Ave.  
Chicago, IL 60618

This instrument was prepared by Donna R. Acevedo for (NAME AND ADDRESS)

CLAUSE ATTACHED BEFORE EXECUTION

23.008

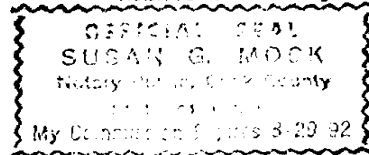
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Susan G. Mock  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sena Nahoid  
and Bruce Beck  
personally known to me to be the same persons whose names \_\_\_\_\_ 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, including the release and waiver of right of  
homestead.

GIVEN under my hand and official seal this 21st day of August 1992

Susan G. Mock  
Notary Public



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as  
\_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of  
homestead.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
and \_\_\_\_\_, Secretary of said Corporation, who are personally known  
to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, 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 said Corporation, for  
the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that, as  
custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

Box \_\_\_\_\_

EXTENSION AGREEMENT 20067751

WITH

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the trustee while in form purporting to be the representation, covenants, undertakings, warranties, indemnities and agreements of the said Trustee are nevertheless, each and every one of them, made and intended not as personal representation, covenants, undertakings, warranties, and agreements by the Trustee or the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A., on account of this instrument or on account of any representative, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained either expressed or implied all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.