# 92075759

## UNOFFICIAL COPY

mod skt.t 11/28/31 92075729

LOAN NUMBER-9047842

#### MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 27th day of DECEMBER, 1991, by and between FIRST NATIONAL BANK OF CICERO, A National Banking Association the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and FIRST NATIONAL BANK OF CICERO, not personally, but as Trustee under Trust Agreement dated JUNE 16, 1985 and known as Trust Number 8748, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER") AND JOSEPH J. PAY ("GUARANTOR");

#### WITNESSETH:

1. The parties hereby agree to extend or modify the terms of payment of the indeptedness evidenced by the principal promissory Note of the Owner in the amount of ONE-HUNDRED-THIRTY-THOUSAND-AND-NC/10C (\$130,000.00) dated NOVEMBER 24, 1986, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded JANUARY 6, 1987 in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 87005297 conveying to FIRST NATIONAL BANK OF CICERO, A National Banking Association, to certain real estate in COOK County, Illinois and described as follows:

LOT 35 (EXCEPT THE SOUTH 10 FEET) AND LOT 36 (EXCEPT THE NORTH 10 FEET) IN BLOCK 9 IN THE FIRST ADDITION TO MCINTGSH'S METROPOLITAN ELEVATED SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 1918D PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEST-DI RECORDING

\$25.00

PIN: 16-19-308-057

T\$2227 TRAH 7301 02/05/92 12:46:00

#8121 # C K--92-075729

CKA: 1821 S. HARLEM AVE., BERWYN, IL 60402 COUNTY RECORDER

- 2. The amount remaining unpaid on the indebtedness is
- \$ 80,129.24 (the "Indebtedness").
- 3. The interest charged on the Note is 9.0% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
- a. \$80,129,24 at the rate of 9.0% per annum on the basis of a year consisting of 360 days;
- b. and the entire principal sum and interest from <u>JANUARY 1</u>, 1992 shall be payable as follows:



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Installments of principal and interest in the amount of  $\underline{ONE-THOUSAND-SIX-HUNDRED-FORTY-SIX-AND-79/100}$  (\$ 1,646.79 ) beginning on the FIRST day of FEBRUARY , 1992, and the FIRST day of each month thereafter for the next FIFTY-EIGHT consecutive months and;

A final payment of the remaining principal and interest balance due and payable on <u>JANUARY 1, 1997</u>.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 11.0% per annum.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said hortgage or Trust Deed or Note, or any other Security Document 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, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption laws of the Stace of Illinois with respect to said real estate.

IN WITNESS WHEREOF, the parties here to have signed, sealed and delivered this indenture the day and year first above written.

FIRST NATIONAL BANK OF CICERO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 16, 1985 AND KNOWN AS TRUST NUMBER 8748 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

BY: Llm Fulter

ITS: VICE PRESIDENT

AFTEST: Nonly tulde

ITS: ASSISTANT BECKETARY

I hereby acknowledge and concur in the foregoing extension and I personally guarantee payment of all amounts provide therein:

JOSEPH S. PAV (GUARANTOR)

### **UNOFFICIAL COPY**

STATE OF ILLINOIS COUNTY OF COOK

I, JANINE C. PAPE a Notary Public in and for and residing in said County. In the State aforesaid, DO HEREBY CERTIFY THAT GLENN J. RICHTER. VICE PRESIDENT of FIRST NATIONAL BANK OF CICERO and NANCY FUDALA. ASSISTANT SECRETARY, 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 as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY as custodian of the corporate seal of said Company, did affix the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said ASSISTANT SECRETARY own free and voluntary act of said Company, for the uses and purposed therein set forth.

Given under hand and Notarial Seal this 27th day of welling 1572

"OFFICIAL SEAL"
Janine C. Pape
Notary rubba State of Illinois
My Commission Expires 8/18/92

HOTARY PUBLIC

INSTRUMENT PREPARED BY: WILLIAM C. ANDERSON, SENIOR VICE PRESIDENT, FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN TO: FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650 OR BOX 284

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