

This Indenture, made this 1st day of December, 1991, by and between

Cole Taylor Bank F/K/A Cole Taylor Bank Drivers the owner of the Mortgage or Trust Deed hereinafter described and Jose L. Guerrero and Patricia A. Guerrero, his Wife 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 Jose L. Guerrero and Patricia A. Guerrero dated this 9th day of November, 1988, secured by a Mortgage or Trust Deed in the nature of a Mortgage recorded the 10th day of November, 1988, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88-522088 conveying to Cole Taylor Bank F/K/A Cole Taylor Bank Drivers, certain Real Estate in Cook County, Illinois, described as follows:

LOT 22 IN SUB BLOCK 1 IN B.F. JACOB'S SUBDIVISION OF BLOCK 10 IN STONE AND WHITNEY'S SUBDIVISION IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 20-07-205-032-000

Common Address: 4740 South Paulina Street, Chicago, IL

DEPT-01 RECORDING \$25.00
\$4444 TRAN 2319 02-06-92 13:20:00
\$362.00 * 92-078800
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 25,704.37.
3. Said remaining indebtedness of \$ 25,704.37 shall be paid on or before the 1st day of December, 1994, in 35 installments as follows:

\$322.21 beginning on or before the 1st day of January, 1992 and \$ 322.21 on the 1st day of each month thereafter until said Note is fully paid, except that final payment of principal and interest, if not sooner paid, shall be due the 1st day of December, 1994. ("Maturity Date"), and 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 interest thereon monthly at a rate of Eleven percent (11.00%) per annum and interest after maturity at a rate of Sixteen (16.00%) per annum and to pay both principal and interest in the coin or currency provided for in the Mortgage or Trust Deed herein above described, but if that cannot be done legally, then in the most valuable legal tender of the United States of America Currency, 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 Notes from time to time in writing, appoint and in default of such appointment, then at Cole Taylor Bank

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 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 payment, in the same manner as if said extension had not been granted.

5. 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 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 (2) 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.

Consented and Agreed To:
Cole Taylor Bank
By: Verne E. Corbin
Assistant Vice President

By: Jose L. Guerrero
Jose L. Guerrero
By: Patricia A. Guerrero
Patricia A. Guerrero

92078800

23 - Box 138

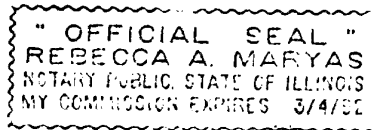
STATE OF ILLINOIS

COUNTY OF COOK

UNOFFICIAL COPY

I, REBECCA A. MARYAS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JOSE L. GUERRERO AND PATRICIA A. GUERRERO personally known to me to be the same persons whose name(s) 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 notarial seal this 1ST day of DECEMBER, 19 91.



Signature of Rebecca A. Maryas, 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 notarial 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 notarial seal this day of 19.

Notary Public

MAIL TO:

Cole Taylor Bank
1542 West 47th Street
Chicago, Illinois 60609
Attn: Commercial Loans

BOX 138

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