

# UNOFFICIAL COPY

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## MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 15th day of December, 1991, by and between Cole Taylor Bank, formerly known as Skokie Trust and Savings Bank, the owner of the mortgage or trust deed hereinafter described ("Bank"), and Rose Roseman, representing herself 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, or otherwise modify as hereinafter indicated, the indebtedness evidenced by the promissory note in the amount of \$225,000.00, made by Owner dated December 9, 1986, secured by a mortgage or trust deed in the nature of a mortgage recorded December 19, 1986, in the Office of the Recorder of Deeds of Cook County, Illinois, as document No. 86609175, conveying to Bank certain real estate in Cook County, Illinois, described as follows:

LOTS 8, 9, 10, AND 11 IN BLOCK 4 IN ENGEL'S OAKTON STREET SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3734 Oakton Street, Skokie, Illinois 60076  
Permanent Index Number: 10-23-330-035-0000  
10-23-330-036-0000  
10-23-330-037-0000  
10-23-330-038-0000

2. The amount remaining unpaid on the indebtedness is \$205,799.88.

3. Said remaining indebtedness of \$205,799.88 shall be paid on or before December 15, 1996 ("Maturity"), with interest thereon payable at the per annum rate of One Percent (1%). In excess of the Prime rate, but not to exceed 11% and not be less than 8%, and interest after Maturity at the per annum rate of Four (4.0%). In excess of the aforesaid rate, said indebtedness to be payable in monthly installments of \$2,171.30 consisting of principal and interest commencing on January 15, 1992, payable at the office of Bank, and the Owner, in consideration of such extension and/or modification, promises and agrees to pay the principal sum secured by said mortgage as and when therein provided, as hereby extended and/or modified, and to pay interest thereon as indicated herein. If the aforesaid interest rate refers to "Prime" or "P", such term shall mean the rate of interest established from time to time by Bank as its Prime rate, as shown on the books and records of Bank, which rate will fluctuate from time to time with or without notice to anyone. If the aforesaid indebtedness is evidenced by a new promissory note of Owner, other than the promissory note hereinbefore described, such new promissory note shall be secured by the aforesaid mortgage or trust deed, as herein modified or extended.

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4. This agreement is supplementary to said mortgage or trust deed. All of the provisions thereof and of any promissory note hereinafter described, including all provisions concerning default and Bank's rights to accelerate the maturity of all principal, interest and other amounts due thereunder, remain in full force and effect unless herein expressly modified. Owner agrees to perform all covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this agreement shall inure to the benefit of any holder of any promissory note described herein, and shall bind the heirs, personal representatives and assigns of Owner. Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. If Owner is two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

COLE TAYLOR BANK

By: [Signature]  
Title: VICE PRESIDENT

[Signature]  
Rose Roseman

Attest: [Signature]  
Title: Assistant Vice President

PROPERTY  
FILE FEB 11 12:51

(SEAL)

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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

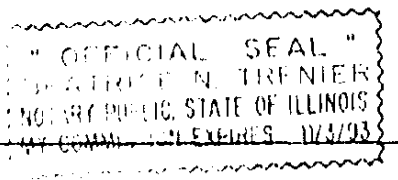
I, Beatrice N. Trenier, a Notary Public in and for said County and State, hereby certify that Harold A. Chmiel, Vice President of Cole Taylor Bank, and Carole R. Botoske, Asst. Vice President, of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that he affixed the corporate seal of said Bank thereto as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of December, 1991.

[Signature]  
Notary Public

(SEAL.)

My commission expires: \_\_\_\_\_



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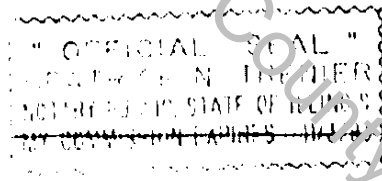
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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

I, Beatrice N. Trenier  
a Notary Public in and for said County, in the State aforesaid, do hereby  
certify that Rose Roseman, personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, as such respectively, appeared  
before me this day in person and acknowledged that she signed and delivered the  
said instrument as her own free and voluntary acts, for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this 15th day of December  
1991.

*Beatrice N. Trenier*  
\_\_\_\_\_  
Notary Public



My commission expires:

(SEAL)

This instrument prepared by and to be returned to:

Harold A. Chmiel  
Cole Taylor Bank  
4400 West Oakton  
Skokie, IL 60076

BOX 333 - TH

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## RIDER TO TRUST DEED, MORTGAGE OR MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This is a Rider to a Trust Deed, Mortgage or Mortgage Modification and Extension Agreement dated December 15, 1991, (the "Trust Deed") executed by Rose Roseman, as First Party, Borrower or Mortgagor (the "First Party") in favor of Cole Taylor Bank as Trustee, Lender or Mortgagee (the "Trustee"). All terms and provisions of this rider shall have the same force and effect as if same were stated in the Trust Deed. If First Party is a land trust, all warranties, representations, covenants and agreements contained herein and made by First Party shall also apply and refer to any beneficiary of First Party.

1. First Party warrants and represents to Trustee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any real estate which is the subject of the Trust Deed (the "Premises") or, to the best knowledge of the First Party, on any other real estate now or previously owned, leased, occupied or operated by First Party or with respect to First Party's business and operations, and First Party has not received notice from any source, oral or written, of any of the following occurrences:
  - 1.1 any such Environmental Contamination;
  - 1.2 that First Party's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;
  - 1.3 that First Party is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
  - 1.4 that any portion of the Premises or of any other property or assets of First Party, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.
2. First Party covenants and agrees, until all indebtedness or obligations secured by the Trust Deed are paid in full:
  - 2.1 First Party shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by First Party, or with respect to the business and operations of First Party.
  - 2.2 First Party shall immediately notify Trustee of its receipt of any notice, oral or written, of the type described in Paragraph 1 of this Rider.
3. First Party hereby indemnifies and holds Trustee harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including attorneys' fees and costs, incurred by Trustee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Trustee's becoming liable, in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real

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estate previously, now or in the future owned, leased, occupied or operated by First Party, or occurring with respect to First Party's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Trust Deed.

- 4. The breach of any warranties, representations, covenants or agreements contained in this Rider or the giving to First Party of any notice of the type described in Paragraph 1 of this Rider (regardless of whether any Environmental Contamination of the type described in Paragraph 1 of this Rider has occurred and regardless of whether First Party has notified Trustee of the receipt of any such notice) shall entitle Trustee to accelerate the maturity of all unpaid indebtedness secured by the Trust Deed, and all such indebtedness shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Trustee shall have all remedies stated in the Trust Deed or otherwise available to it.

Dated: December 15, 1991

FIRST PARTY:

(SEAL)

Rose Roseman  
 Rose Roseman

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

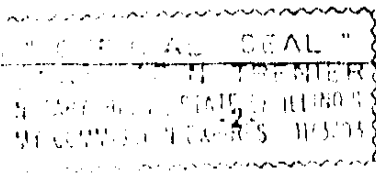
I, Beatrice N. Tremier, a notary public in and for said County and State, hereby certify that Rose Roseman, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respectively, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 15th day of December, 1991.

(SEAL)

Beatrice N. Tremier  
 Notary Public

My commission expires:



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