

92117015
UNOFFICIAL COPY
EXTENSION AND MODIFICATION AGREEMENT

254529364

THIS AGREEMENT made this 1st day of February, 1992 by and between FIRST UNITED BANK f/k/a United Bank Crete-Steger as Trustee under Trust Agreement dated March 1, 1988 and known as Trust 1452 herein referred to as "Trustee", and FIRST UNITED BANK owner and holder of the note secured by the following mortgage:

WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain mortgage dated the 17th day of March, 1988, and recorded in the Office of the recorder of Cook County, Illinois as Document Number 88170562, on April 25, 1988 conveying the following described premises to FIRST UNITED BANK f/k/a United Bank of Crete-Steger, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Trustee dated March 17, 1988, payable in the sum of Two Hundred Twenty Five Thousand and no/100 Dollars (\$225,000.00) as therein provided:

Lots 1 to 16 in Block 12 in Keeney's Subdivision of Chicago Heights, a subdivision of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 32-33-315-024 through 32-33-315-039, inclusive
Commonly known as: 3102 Holeman Ave., Steger, IL 60475

AND WHEREAS said mortgage securing said Principal Promissory note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and mortgage, and to an extension of the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said mortgage be and the same is hereby modified to show: principal and interest due monthly commencing March 1, 1992 in the amount of \$2,282.11, with the remaining principal and interest, if not sooner paid, due on the 1st day of February, 1997, all the rate of 9.00% (NINE percent per annum) with any and all renewals as permitted by First United Bank.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said note and mortgage shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically; due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said mortgage as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice of demand; that all the rights and obligations under said mortgage as modified shall extend to and be binding on the successor and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by FIRST UNITED BANK F/K/A UNITED BANK OF CRETE-STEGER not personally, but as Trustee as aforesaid, in the exercise of power and authority to execute this instrument and that nothing herein, or in said Note contained shall be construed as creating any liability on said FIRST UNITED BANK F/K/A UNITED BANK OF CRETE-STEGER either

92117015

23 ⁵³/₂

UNOFFICIAL COPY

Property of Cook County Clerk's Office

921176 45

UNOFFICIAL COPY

individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as FIRST UNITED BANK F/K/A UNITED BANK OF CRETE-STEGER, either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said FIRST UNITED BANK F/K/A UNITED BANK OF CRETE-STEGER.

DATED at Crete , Illinois this 1st day of February, 1992.

FIRST UNITED BANK F/K/A UNITED BANK OF CRETE-STEGER as trustee, as aforesaid, and not personally,

By: *G. Weldon Fogal*
G. Weldon Fogal, President

ATTEST:
By: *W. Anthony Kopp*
W. Anthony Kopp, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that G. Weldon Fogal, President of First United bank and W. Anthony Kopp, Vice President of said Bank, who to the foregoing instrument as such 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 said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

Given under my and notarial seal, this 1st day of February, 1992.

"OFFICIAL SEAL"
Laura Stevenson Farquhar
Notary Public State of Illinois
My Commission Expires 3-20-94

Laura Stevenson Farquhar
Notary Public

THIS INSTRUMENT PREPARED BY
AND MAIL TO:
FIRST UNITED BANK
700 Exchange St., P.O. Box 400
Crete, IL 60417

DEPT. OF RECORDS & CLERKING \$23.50
12000 TRAIL BLISS RD/25/92 11147100
1992 FEB 18 8-92-117045
COOK COUNTY RECORDER

92117045

UNOFFICIAL COPY

Property of Cook County Clerk's Office