# UNOFFICIAL



#### SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

This Supplement and Extension to Trust Deed and Note entered into this first day of January, 1992, between PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association and Harry E. Rueckel and Ruth C. Rueckel, his wife ("Mortgagor") for the purpose of amending that certain Principal Note ("Note") made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association and dated December 5, 1986 for the principal sum of One Hundred Thirty Four Thousand and 00/100 (\$134,000.00) Dollars ("Note");

#### WITNESSETH

Payment of the Note is secured by a Trust Deed from the Mortgagor to Chicago Title and Trust Corpany, an Illinois corporation, ("Trustee") dated December 5, 1986 and recorded December 26, 1986 with the Cook County Recorder of Deed as document 86618121 in the county of Cook, state of Illinois, on the following described real estate:

(See Exhibit "A" attached herec) and made a part hereof.)

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$125,405.73; and

WHEREAS, Mortgagee has agreed to supplement and extend the aforementlosed Trust Deed and Note; and

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described in Exhibit "A":

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED, as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties. DEPT-01 RECORDING

\$29.00 T#1010 TRAN 2379 05/18/92 10:14:00 #7826 # 16 \*-92-340025 COOK COUNTY RECORDER

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- 2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
- It is further agreed, however, that the Note on which there is an outstanding principal balance of \$125,400.73 plus interest and which is due currently to be paid in full no later than January 1, 1992 shall be extended and shall mature on January 1, 1997. Said Note will bear interest from the date hereof at a rate of NINE AND ONE-HALF PERCENT (9.50%) per annum. This Note is to be paid in installments as follows: ONE THOUSAND TWO HUNDRED SEVENTEEN AND \$6/100 (\$1,217.66) DOLLARS on the first day of February, 1992 and ONE THOUSAND TWO HUNDRED SEVENTEEN AND 66/100 (\$1,217.66) DOLLARS on the first day of each rooth until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on January 1, 1997. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE FRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N. A. IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAIMENT OUT OF OTHER ASSETS OWNED BY THE MORTGAGOR, OR THE MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. All payments shall be made in lawful money of the United States at the office of Plainsbank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois, 60016, or such other place that the holder may from time to time in writing appoint.

ALL PAYMENTS on account of the indebtedness evidenced by this extension shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A FAZMENT IS DUE, PlainsBank of Illinois, N. A. shall be entitled to collect and the Porrower obligated to pay a late charge of five per cent (5%) of the amount of the late payment.

- 4. Said Trust Deed and Note as supplemented and extended are subject to all the provisions contained in said Trust Deed and Note, and lorizagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
- 5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and extended, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.

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- 6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Trust Deed except as expressly provided herein.
- 7. The word "Note" as used hereIn shall be construed to mean the Note and the Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed copy of this supplement, extension and modification may be recorded with the Recorder of Deeds in Cook County, state of Illinois. This supplement, extension and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their seal this first day of January, 1992.

PLAINSBANK OF ILLINOIS, N.A. F/K/A DES PLAINES NATIONAL BANK

BY: Mayout A Magins A. G.

Assistant Vice President

Attest: Cornella Grunst

Corporate Secretary

Harry F. Rueckel

Ruth C. Ruecke

Consent Given By: Chicago Title and Trust Company, Trustee

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#### EXHIBIT "A"

UNIT E IN 255 COURTYARD CENTRE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

"TAKEN AS A TRACT"; LOT 1 IN HELLEN 11, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTH MEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86508994 TOGETHER WITH STS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT TAX NUMBER: 02-23-114-023-0000.

PROPERTY ADDRESS:

267 Eart Hellen Road

Palatine, Illinois 60067

This document prepared by: Cathryn II. Boyer, 678 Lee St, Des Plaines, IL 60016

MAILING INSTRUCTIONS:

PLAINSBANK OF ILLINOIS, N.A. COMMERCIAL BANKING PEPARTMENT

678 LEE STREET

DES PLATNES, ILLINOIS 605/6

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J. Co. A.s. Office

| STATE OF ILLINOIS )  |
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| COUNTY OF COOK )   |
| I, The Undersigned , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Harry E. Rueckel and Ruth C. Rueckel, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.   |
| CIVEN under my hand and notarial scal this // day of bulling, A.D., 1992.  |
| My Commission Explane Count State of Illinois  My Commission F. pires 2/26/92  |
| STATE OF ILLINOIS )  SS COUNTY OF C O O K )  |
| I, Phyllis Giannelli, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIF, that Margaret A. Higgins, Assistant Vice President, of PLAINSBANK OF ILLINOIS, N. A., and Cornelia Grunst, 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 Assistant Vice President and 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 and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Corporate seal of said corporation, she did affix said corporate serie to said instrument as her 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 <u>10th</u> day of <u>February</u> , A.D., 1992.  |
| Phyllis Granielli<br>Notary Public   |

October 29, 1994

My commission expires:

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"OFFICIAL SEAL"
PHYLLIS R. GIANNELLI
Notary Public, State of Illinois
My Commission Expires Oct. 29, 1994

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