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CTTCB

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 31 19 87, between Fredrick R. Harbecke and Kathleen L. Harbecke

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Ten Thousand and 00/100 (\$10,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

Ten Thousand and 00/100 (\$10,000.00) Dollars

or more on the 31st day of August 19 80 and Dollars or more or the day of each thereafter, to and including the day of 10 with a final payment of the balance due on the day of 10 with

Interest from August 31, 1987 on the principal balance from time to time unpaid at the rate of Nine (9%) per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of fifteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Calumet City, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of 430 Yates Avenue, Calumet City, Illinois

NOW, THEREFORE, the Mortgagors do give the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of LaGrange COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot 11 in Block 3 in LaGrange in the East Half of the South West quarter and part of the North West quarter of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois:

Permanent Index No.: 18-04-320-024 440 S. MADISON, LAGRANGE

DEPT-01 RECORDING 437.00 704446 TRAN 4406 04/07/93 14124100 00519 4-23-428919 COOK COUNTY RECORDER

The terms of the attached Rider are made part hereof and incorporated herein.

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily as a party with said real estate and not secondarily), and all apparatus, equipment or articles new or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, blinds, doors and windows, floor coverings, leader beds, awnings, stoves and water heaters. All of the foregoing are to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and under the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

[SEAL] Kathleen L. Harbecke [SEAL] Fredrick R. Harbecke

STATE OF ILLINOIS,) I, JOHN S. GIBNEY,) A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK) Fredrick R. Harbecke and Kathleen L. Harbecke

who ARE personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of August 19 87

Notarial Seal Notary Public.

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MAIL TO: A. T. G. F. Page 1 BOX 370

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Rider Made to That Installment Note and Trust Deed
Dated August 31, 1987
By and Between Fredrick R. Harbecke
And Kathleen L. Harbecke ("Makers")
And Fred F. Harbecke and Pauline L. Harbecke ("Holder")

The parties hereto agree that to the extent that the terms of the Installment Note and Trust Deed to which the Rider is attached differ from the terms of this Rider, the terms of this Rider shall prevail. In all other respects the terms of the Installment Note and Trust Deed shall be given full force and effect.

1. The Makers may, at their option, from time to time prior to maturity, prepay without premium, part or all of the principal amount of the Installment Note.

2. The Holder and all holders hereafter, agree that the lien of the Trust Deed and their rights and interests thereunder are junior and subordinate to the lien of the mortgage of Attorney's Mortgage Network, Inc. (hereafter "ANMN") in the original amount of \$88,000.00. The Trust Deed, to the extent possible, shall be interpreted consistently with the lien of the mortgage of ANMN. In the event that any irreconcilable inconsistency between the terms of the Trust Deed and those of the lien of the mortgage of ANMN exist, the terms of the ANMN mortgage lien shall control.

3. The Holder and all holders hereafter, agree that the lien of the Trust Deed shall be equal to the lien of the Trust Deed made to Bertha Harbecke, of even date herewith, regardless of the order of recordation; and that in the event of sale of the liened premises pursuant to foreclosure hereof, to share any distribution in the following manner:

a) To reduce all accrued but unpaid interest of the two such loans;

b) To equalize the principal balance of the two such loans then outstanding; and

c) Equally thereafter until each such loan is fully paid.

4. In the event the Makers shall convey their interest in the property secured by the Trust Deed, other than that resulting from the death of a Maker, to any person or persons other than the Makers or shall suffer or permit Makers' equity of redemption in the property secured by the Trust Deed to become vested in any person or persons other than the Makers, then in any such event the Holder is hereby authorized and empowered at his or her option and without affecting the lien created by said Trust Deed

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or the priority of said lien or any right of the Holder thereunder, to declare all sums evidenced hereby immediately due and payable and said Holder may immediately proceed to foreclose the said Trust Deed and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. Acceptance by the Holder of any payments made by any person or persons other than the Makers shall not be deemed a waiver by the Holder of its right to require or enforce performance of this provision or to exercise the remedies thereunder. For the purpose of this provision the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or governmental or political subdivision thereof of any one or more or combination of the foregoing.

Dated: August 31, 1987



Fredrick R. Harbecke



Kathleen L. Harbecke

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CLASS

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LOAN MODIFICATION AGREEMENT

This Agreement is made this ²⁴ day of December, 1990, by and between Bertha Harbecke, Fred P. Harbecke, and Pauline L. Harbecke (jointly and severally the "Lenders"), and Fredrick R. Harbecke and Kathleen L. Harbecke (jointly and severally the "Borrowers").

WHEREAS, the Borrowers are duly indebted to the Lenders in the amount of \$20,000.00, as evidenced by Installment Notes dated August 31, 1987 (the "Notes"), which Notes are secured by junior trust deeds on the residence located at 440 S. Madison, LaGrange, Illinois (the "Property");

WHEREAS, the Notes were due and payable on August 31, 1990, but Borrowers have been unable to pay the amount due;

WHEREAS, the Lenders have consented to extend the term of said Notes for three (3) years, through and including August 31, 1993;

NOW THEREFORE, in consideration of the foregoing, for payment of ten dollars, and for other good and valuable consideration the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. The Installment Note dated August 31, 1987 identified by Chicago Title and Trust Company as trustee under a Trust Deed of similar date, as instrument no. 720419, securing the Property, is hereby modified, and said sum shall be due on or before August 31, 1993.

2. The Installment Note dated August 31, 1987 identified by Chicago Title and Trust Company as trustee under a Trust Deed of similar date, as instrument no. 7204 , securing the Property, is

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Property, is hereby modified, and said sum shall be due on or before August 31, 1993.

3. Except as modified by this Agreement, the terms and conditions of the Notes and of the trust deeds securing them shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above-written.

LENDERS

BORROWERS

Bortha Harbocke

By:

Fred R. Harbocke
Fred R. Harbocke, under
power of attorney

Fredrick R. Harbocke
Fredrick R. Harbocke

Fred F. Harbocke
Fred F. Harbocke

Kathleen L. Harbocke
Kathleen L. Harbocke

Pauline L. Harbocke
Pauline L. Harbocke

Consented by Chicago Title and Trust Company
as trustee on Trust Deed and Note Identified
as 720419

ATTEST

[Signature]
ASST. VICE PRESIDENT
[Signature]
ASST. SECRETARY

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11/13/2019 10:00 AM

COOK COUNTY CLERK

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LOAN MODIFICATION AGREEMENT

This Agreement is made this 14th day of May, 1993, by and between Fred F. Harbecke (the "Lender"), and Fredrick R. Harbecke and Kathleen K. Harbecke (jointly and severally the "Borrowers").

WHEREAS, the Borrowers are duly indebted to the Lenders in the amount \$10,000.00, as evidenced by Installment Note dated August 31, 1987 (the "Notes"), which Note is secured by a junior trust deed on the residence located at 440 S. Madison, LaGrange, Illinois (the "Property");

WHEREAS, the Note will be due and payable on August 31, 1993, but Borrowers have requested an extension of such date;

WHEREAS, the Lender has consented to extend the term of said Note for five (5) years, through and including August 31, 1998;

NOW THEREFORE, in consideration of the foregoing, for payment of ten dollars, and for other good and valuable consideration the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. The Installment Note dated August 31, 1987 identified by Chicago Title and Trust Company as trustee under a Trust Deed of similar date, as instrument no. 720419, securing the Property, is hereby modified, and said sum shall be due on or before August 31, 1998;

2. Except as modified by this Agreement, the terms and conditions of the Note and of the trust deed securing it shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement on the date first above-written.

LENDER

BORROWERS

Fred F. Harbecke
Fred F. Harbecke

Fredrick R. Harbecke
Fredrick R. Harbecke

Kathleen R. Harbecke
Kathleen R. Harbecke

Consented by Chicago Title and Trust Company
as trustee to trust deed I.D. no 720419

Arthur P. West
ARTHUR P. WEST
PRES. VICE PRESIDENT

Attest: *Max Suederer*
Assistant Secretary



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STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and 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 and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date MAY 24 1993



Jean M. Boler
Notary Public

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