mod/ext.t 01/08/91

ا المرحد المراجع الأواد المراجع المراجع

. DEFT-01 RECORDING \$27.50
. T#8888 TRAN 6377 08/19/93 09:15:00
. #8837 # *--93--458509
. COUNTY RECORDER
LOAN NUMBER- 20.2/6.79

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the <u>28TH</u> day of <u>MARCH</u>, 19<u>93</u>, by and between <u>FIRST NATIONAL BANK OF CICERO</u>, <u>A National Banking Association</u> ("Bank"), the owner of the mortgage or trust deed hereinalter described, and the Note or Notes secured thereby, and JOSETH LA MANTIA AND MAUREEN LA MANTIA, husband and wife, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

93658509

WITNESSETH:

1. The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner dated <u>MARCH 28, 1988</u> in the amount of <u>FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)</u> and a Note of the Owner in the amount of <u>FIFTY THOUSAND AND NO/100 DOLLARS</u> (\$50,000.00) dated <u>MARCH 7, 1989</u>, (the "Note") secired by a mortgage or trust deed in the nature of a mortgage recorded <u>APRIL 7, 1988</u>, a Supplemental Agreement recorded <u>MARCH 17, 1989</u>, in the office of the Recorder of Deeds, <u>COOK</u> County, Illinois, as Document Numbers <u>88-144558</u> and <u>89-118158</u>, respectively, conveying to Bank, certain real estate in <u>COOK</u> County, Illinois and described as follows:

THE South 50 feet of Lot 3 in Riaga acres, being a subdivision of all that part of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of the Right of way of the Chicago, Burlington and Quincy Railroad (except Blocks 50, 51, 52 and 53 in the subdivision of the West 1/2 of the said section), in Cook County, Illinois

P.I.N. 18-05-321-015 ADDRESS: 4618 Harvey Ave. Western Springs, IL 60558

- 2. The amount remaining unpaid on the indebtedness is \$49,893.87 (the "Indebtedness").
- 3. The interest charged on the Note is R+1 1/2%* # per annum. In consideration of the extension granted hereunder, Owner agrees

29.50 mm

Property of Cook County Clerk's Office

to pay interest on the remaining indebtedness as follows:

- a. \$49,893.87 at the rate of R+1 1/2%* # per annum on the basis of a year consisting of 360 days;
- b. and the entire principal sum and interest from MARCH 28, 1993 shall be payable as follows:

Interest beginning on the 1st day of MAY, 1993, and the 1st day of each month thereafter for the next FIVE consecutive months and:

A sinal payment of the remaining principal and interest balance due and payable on SEPTEMBER 1, 1993.

Interest after maturity (whether by reason of acceleration or otherwise) shell be paid on the unpaid principal balance at the rate of R+3 1/2% * per annum.

*THE RATE IS R-1 1/2% OR 8% WHICHEVER IS GREATER. **THE RATE IS R+3 1/2% OR 10% WHICHEVER IS GREATER. #THE MAXIMUM INTEREST SHALL NOT EXCEED 21%.

This credit is no longe: a revolving Equity line of Credit.

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document 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, or any other Security Document. The provisions of this indenture shall inure to the benefit of any horier of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, 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.

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

LA MANTIA (MAUREEN LA MANTIA

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STATE OF ILLINOIS COUNTY OF COOK

I, THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH LA MANTIA and MAUREEN LA MANTIA, and 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.

Given under hand and Notarial Seal this 28TH day of MARCH, 1993.

"OFFICIAL SEAL"
KATHLEEN M. CONFORTI
Notary Public. State of Illinois
My Commission Expires 1/2/94

NOTARY PUBLIC

INSTRUMENT PREPARED BY: JOAN E. IWEMA, ASSISTANT VICE PRESIDENT

FIRST VATIONAL BANK OF CICERO

GOOO W. CERMAK ROAD
CICERO, IL 60650

**PERATIONS

RETURN TO: 200

PINNACLE BANK LOAN OPERATIONS

P O BOX 1135

LAGRANGE PARK, IL 60525

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