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Loan # ~~6140~~

## LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 15th day of January 15, 1994, by and between LASALLE BANK LAKE VIEW, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and LaSalle National Trust N.A. and James V. Heavey and Mildred I. Shemluck, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED December 11, 1989 AND KNOWN AS TRUST NUMBER 115055, owner of the real estate hereinafter and in said deed described, WITNESSETH:

73-27-917NA

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of Thirty-six thousand and No/100 (\$36,000.00) Dollars, dated January 15, 1992 secured by a trust deed in the nature of a mortgage recorded on July 10, 1992 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 92502874 conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described as follows:

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### LEGAL DESCRIPTION

Lot 50 and the North 5 feet of Lot 51 in Ogden's Estates Subdivision of Block 13 in the subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (except the Southwest 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof) in Cook County, Illinois.

PERMANENT INDEX NUMBER  
14-19-114-016

PROPERTY ADDRESS  
3848 N. Seeley  
Chicago, Il.

RETURN TO RECORDER'S BOX 146

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
MAY 17 PM 2:40

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Prepared by and mail to:  
LaSalle Bank Lake View  
3201 N. Ashland  
Chicago, IL 60657  
Judith E. Kelly

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
MAY 17 PM 2:40

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2. The amount remaining unpaid on the indebtedness is Twelve Thousand and No/100 Dollars.

3. Said remaining indebtedness of Twelve Thousand and No/100 Dollars, and interest on the balance of principal remaining from time to time unpaid at the rate of One per cent (1%) per annum above the LaSalle Bank Prime Commercial Lending rate shall be paid in installments as follows: \$200.00 principal plus accrued interest on the 15th day of May, 1994 and \$200.00 principal plus accrued interest on the 15th day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 15th day of April, 1995. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of five per cent above the note rate per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described but if that can not be done legally then in the most valuable legal tender of the United States of America current on the due date thereof or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK LAKE VIEW, 3201 N. Ashland Avenue, Chicago, Illinois 60657.

4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment.

5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then the entire principal sum secured by said mortgage or trust deed together with the then accrued interest thereon, shall without notice, at the option of the holder or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.

6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.

7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes,

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but not including any prepayment privileges unless herein expressly provided for, 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. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest note shall bind the heirs, personal representatives and assigns of the Owner. The Owner 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. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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

Association Rider Attached Hereto And Made A Part Hereof

ACCEPTED:

LASALLE BANK LAKE VIEW  
as, an Illinois Corporation

LaSalle National Trust N.A.  
as Trustee and not personally

BY: [Signature]  
Vice President  
ATTEST: [Signature]  
Assistant Vice President

BY: [Signature]  
ITS: ASSISTANT Vice President  
ATTEST: [Signature]  
ITS: ASSISTANT SECRETARY

Co-Makers

[Signature]  
James V. Heavey  
[Signature]  
Mildred I. Shemluck

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This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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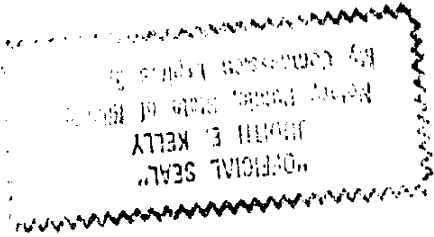
Attachment Rider Attached Hereto And Made A Part Hereof

Dated 1-15-94 Under Trust No. 115052

RIDER ATTACHED TO AND MADE A PART OF  
 MORTGAGE  
 (TRANSFER AGREEMENT)  
 (EXTENSION AGREEMENT)  
 (ADDITIONAL ADVANCE AGREEMENT)  
 (Loan Modification and Extension)

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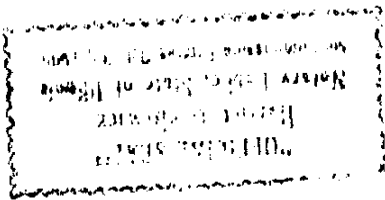
*Jennifer E. Kelly*  
Notary Public

GIVEN under my hand and Notarial Seal this 10th day of May, 1994.

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that JANE L. HODGER, Vice President of Lasalle Bank Lake View, and DAVID J. DRESNER, Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice 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 the said Corporation, for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that JANE L. HODGER, Vice President of Lasalle Bank Lake View, and DAVID J. DRESNER, Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice 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 the said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF COOK )



*Jane L. Hodger*  
Notary Public

GIVEN under my hand and Notarial Seal this 9th day of May, 1994.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSEMARY COLLIER, Assistant Vice President of LASALLE NATIONAL TRUST, N.A. and NANCY A. STACK, Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer's 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.

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF COOK )