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EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 17th day of April, 1994 by and between REPUBLIC BANK OF CHICAGO Trust No. 1237, under trust Agreement dated March 15, 1989

herein referred to as Mortgagors and Republic Bank of Chicago owner and holder of the Note secured by the following described Real Estate.

DEPT-01 RECORDING \$27.50
T00012 TRAN 1769 03/23/94 15:26:00
00346 BK 4-94-441211
COOK COUNTY RECORDER

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain Trust Deed and Assignment of Rents dated the 17th day of April, 1989, and recorded in the office of

the Recorder of Deeds of Cook County, Illinois on April 20, 1989, as Document Number 89177345 and 89177346 respectively

conveying the following described premises to Republic Bank of Chicago an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said mortgagors dated April 17, 1989, payable in the sum of \$95,000.00 as therein provided:

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(Legal Description)

THAT PART OF LOTS 1 AND 2 AND THE NORTH 20 FEET OF LOT 3 LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, SAID POINT BEING 63.72 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1, TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 3, SAID POINT BEING 63.60 FEET WEST OF THE EAST LINE OF SAID LOT 3, IN BLOCK 4 IN OVIATT'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH; RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

A/K/A: 2745 West 111th Street, Chicago, Illinois
P/I/N: 24-24-200-022

AND WHEREAS SAID Assignment of Rents 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 Tr. Deed & Assign. of Rents 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 Tr. Deed & Assign. of Rents be and the same as hereby modified to show the monthly payment due on the 17th day of May, 1994, with the final payment, if not sooner paid, due on the 17th day of April, 1999, with monthly payments of \$ 924.66 including principal and interest at the rate of 9.50 percent per annum.

THIS DOCUMENT PREPARED BY:
Republic Bank of Chicago
6501 South Pulaski Road
Chicago, Illinois 60629
ATTN: Irene Shamma



"Prime Rate" means the rate of interest announced or established from time to time by the Bank as its prime rate which is not necessarily the lowest interest rate offered from time to time by the Bank to any of its customers. The Prime Rate will fluctuate hereunder from time to time and the effective date of any change in the Prime Rate shall be the day of such change as announced or established by the Bank with or without notice to anyone. Interest on this Note shall be computed based upon a 360-day year for the actual number of days elapsed. Interest shall continue to accrue when payments received are not collected funds and until such funds are collected. If payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois the due date shall be extended to the next business day.

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IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Note and Tr.Deed & Assign.of Rents shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said Tr.Deed & Assign.of Rents 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 or demand; that all the rights and obligations under said Tr.Deed & Assign.of Rents as modified shall extend to and be binding on the successors and assigns of the parties hereto.

WITNESS the hands and seal s of mortgagors, this day and year above written.

This instrument is executed by Republic Bank of Chicago, not personally or individually, but solely as trustee as expressed in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by Republic Bank of Chicago and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against Republic Bank of Chicago shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against Republic Bank of Chicago in respect of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such power and authority of Republic Bank of Chicago being hereby acknowledged.

REPUBLIC BANK OF CHICAGO Trust No. 1237 under Trust Agreement dated March 15, 1989

BY: John O. Gagra VICE PRESIDENT / TRUST OFFICER

ATTEST: Beverly Vandye ASST. TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF _____

I, _____ a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that _____ who personally known to me to be the same person whose name subscribe to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

ATTEST:

REPUBLIC BANK OF CHICAGO

BY: _____

BY: _____

STATE OF ILLINOIS)
COUNTY OF _____)

I, THERESA ROSE HORAN a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN O. GAGRA VICE President/T.O. of REPUBLIC BANK OF CHICAGO and BEVERLY VANDYKE Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President; and Assistant TRUST OFFICER ~~XXXXXXXXXX~~, 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 Assistant Secretary 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 hand and notarial seal, this 10th day of MAY, 19 94.

Theresa Rose Horan
NOTARY PUBLIC

OFFICIAL SEAL
THERESA ROSE HORAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 28, 1998

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