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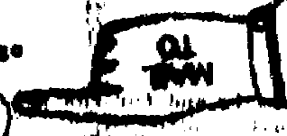
06/21/98

0011 NEW TRD 122

RECORDIN 4 25.00

9458711 #

Prepared by and Mailed to:  
The Steel City Bank of Chicago  
2250 East 92nd Street  
Chicago, Illinois 60617  
Cook County, Box 342



DUPLICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 12th day of April, 1994, between the Steel City Bank of Chicago, an Illinois banking corporation, (formerly known as the Steel City National Bank of Chicago's national banking association) hereinafter called Bank, and MIDLAND FEDERAL SVCS. & LOAN ASSN. NOT PERSONALLY, but solely as Trustee under Trust Agreement dtd 2/15/85 a/k/a WIEGAND BUILDERS & DEVELOPERS, CARL V. WIEGAND AND DENNIS E. WIEGAND, the Obligor(s) of the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party,

THAT WHEREAS, Bank is the owner of that certain Note in the amount of One Million Three Hundred Fifty Thousand and 00/100 DOLLARS, dated the March 27, 1992, secured either in whole or in part by Mortgage(s) recorded in Document(s) 92230019 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND, WHEREAS, the parties have previously modified the terms of said Note & Mortgage, AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW, THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from April 15, 1994 to October 12, 1994.
- ( ) As of the date hereof, the amount of the principal indebtedness is 10 DOLLARS.
- ( ) The rate of interest charged under the Note is hereby increased from        percent (      %) per annum to        percent (      %) per annum. The default rate of interest shall be increased by a like amount.
- ( ) The rate of interest charged under the Note is hereby increased from        percent (      %) per annum in excess of the Prime Rate of the Bank to        percent (      %) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than        percent (      %) per annum. The default rate of interest shall be increased by a like amount.
- (X) The installments of principal and interest shall be changed beginning May 15, 1994 to a payment of        DOLLARS, and a like payment on the 15th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on October 12, 1994. \$2,500.00 Principal Payment plus Interest Monthly.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

THE STEEL CITY BANK OF CHICAGO

BY [Signature]  
Vice President

Consented to by Guarantors:

\_\_\_\_\_

\_\_\_\_\_

SECOND PARTY:

MIDLAND FEDERAL SVCS. & LOAN ASSN., as Trustee under TA dtd 2/15/85 a/k/a T91082-5

By [Signature]

WIEGAND BUILDERS & DEVELOPERS

By [Signature]

By [Signature]

CARL V. WIEGAND

DENNIS E. WIEGAND

25.00  
AD

# UNOFFICIAL COPY

**INDEX PART I**

STATE OF ILLINOIS

COUNTY OF COOK

I, UNA UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid,

DO HEREBY CERTIFY that the above named DEBRA MIOSENA 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, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.



Given under my hand and notarial seal this 7th day of MAY, 1994.

Margaret A. Mucharski  
Notary Public

**INDEX PART I**

STATE OF ILLINOIS

COUNTY OF COOK

INDIVIDUALS

I, \_\_\_\_\_, a Notary Public in and for the said County in the State aforesaid,

DO HEREBY CERTIFY that the above named \_\_\_\_\_ 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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

CORPORATIONS

I, Linda Brouse, a Notary Public in and for the said County in the State aforesaid,

DO HEREBY CERTIFY that the above named Richard Taylor, Trust Officer 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, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of May, 1994.

Linda Brouse  
Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

PARTNERSHIPS

I, \_\_\_\_\_, a Notary Public in and for the said County in the State aforesaid,

DO HEREBY CERTIFY that the above named \_\_\_\_\_ 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, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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**EXHIBIT "A"**

**Parcel 1**

Lots 3, 4 and 5 in Von Busch's 87th and Harlem Subdivision of part of the North 1/2 of the North East 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 21, 1949 as Document 1239914.

**Parcel 2**

Lots 3, 4 and 5 in Atwood's Subdivision of part of the North 1/2 of the North East 1/4 of Section 2, Township 37 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded September 22, 1940 as Document 1218713.

**Parcel 3**

That part of 07th Place (33.00 feet wide) as heretofore dedicated in Atwood's Subdivision (a Subdivision of part of the North 1/2 of the North East 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian), lying West of the Southerly prolongation of the East line of Lot 3 and East of the Southerly prolongation of the West line of Lot 5 in said Atwood's Subdivision all in Cook County, Illinois.

**Parcel 4**

That part of Octavia Avenue (66.00 feet wide) as heretofore dedicated in Atwood's Subdivision, a subdivision of part of the North 1/2 of the North East 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian and in Von Busch's 87th and Harlem Subdivision (being a Subdivision of part of the North 1/2 of the North East 1/4 of said Section 1) lying South of the South line of 07th Street extended all in Cook County, Illinois.

**PIN:** 23-01-219-003 \*  
23-01-219-005 \*  
23-01-219-006  
23-01-219-000  
23-01-220-001  
23-01-220-004  
23-01-219-007

**Common Address:** 87th Street and Harlem Avenue  
Bridgeview, Illinois

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Property of Cook County Clerk's Office