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EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of June, 1994 by and between James K. Pemble and Pauls J. Pemble herein referred to as the Borrowers and LaSalle National Trust. N.A. Successor Trustee to Lasalle National Bank T/U/T #111108 herein referred to as Mortgagors and Heritage Bank owner and holder of the note secured by the following described real estate:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF A LINE 1,000' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 WITH A LINE 227.25 EAST OF AND PARALLEL TO THE VEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID NORTHEAST TO THE VEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID NORTHEAST 1/4; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 29 DEGREES 49 5' WITH A LINE DRAWN FROM SAID POINT AND PARALLEL TO THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 393.09! (391.15 MEAS.); THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 99.87' TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID NORTHEAST 1/4 WITCH IS 1,195.50' SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; TENCE SOUTH ALONG SAID EAST LINE 128.557' TO A POINT IN THE NORTHEAST. POINT IN THE NORTHEFLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 508.256! (ARC) TO A POINT OF INTERSECTION WITH A LINE 168.456! EAST OF AND PARALLEL TO THE WEST LINE OF SAID WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4; THENCE NORTH ALONG AFORESAID PARALLEL LINE 268.905' TO THE POINT OF INTERSECTION WITH A LINE 12.175' SOUTHWESTERLY OF AND PARALLET. TO THE CENTER OF SWITCH TRACT; THENCE SOUTHWESTERLY OF AND PARALLY, TO THE CENTER OF SWITCH TRACT; THENCE SOUTHEASTERLY ALONG A CURVING LINE 12.175' SOUTHWESTERLY AND PARALLEL TO THE CENTER LIN! OF THE SWITCH TRACT CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 371.325' A DISTANCE OF 46.36' (ARC) TO THE INTERSECTION OF A LIN! 1,000' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHERST 1/4; THENCE EAST ALONG AFORESAID PARALLEL LINE TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFCREGAID FOR INGRESS AND EGRESS OVER, ACROSS AND ALONG THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF OGDEN AVENUE AT ITS INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 (BEING A POINT 376.48 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 (BEING A POINT 376.48 FEET SOUTH OF THE NORTH LINE OF SAID.

NORTH EAST 1/4); THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE.

OF 140.79 FEET; THENCE EASTERLY A DISTANCE OF 9.37 PRET; THENCE
SOUTHERLY A DISTANCE OF 25.63 FEET; THENCE EASTERLY A DISTANCE OF

17.46 FEET; THENCE SOUTHERLY A DISTANCE OF 17.45 TLFC: THENCE
EASTERLY FOR A DISTANCE OF 9.399

PIN # 16-32-203-028

\$31.50

COUK COUNTY RE N. DER

COUK COUNTY RE N. DER

PIN # 16-32-203-028

COMMON ADDRESS: 5757 WEST OGDEN AVENUE, CHICAGO IL. 60650

THAT WHEREAS Mortgagors, LaSalle National Trust. N.A. Successor Trustee to LaSalle National Bank T/U/T #111108 heretofore executed certain Land Trust Mortgage and Assignment of Rents dated the 12th day of May, 1992 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on 6/18/92 as Document Numbers 92444167 and 92444168 and rerecorded on 3/18/93 as Document Numbers 93202825 and 93202826 conveying the previously described premises to <u>Heritage Bank</u> an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Borrowers dated <u>May 12. 1992</u>, payable in the sum of <u>\$152.500</u> as therein provided.

AND WHEREAS SAID Land Trust Mortgage. Assignment of Rents and securing said principal Promissory Note are valid and subsisting liens on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and Land Trust Mortgage and Assignment 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 Note and Land Trust Mortgage and Assignment of Rents, be and the same are hereby modified to show the 1st payment is due on the 1st day of July 1994, with the final payment, if no sooner paid, due on the 1st day June, 1999, with monthly payments of \$2.758.82 including principal and the outstanding interest owing at the rate of 9.00% fixed per annum.

IT IT FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Note and Land Trust Mortgage and Assignment of Rents. shall remain unchanged and in full force and effect for and during arid 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 Note and Land Trust Mortgage and Assignment 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 Land Trust Mortgage and Assignment of Rents, as notified shall extend to and be binding on the successors and assigns of the parties hereto.

WITNESS the hand and seal of mortgagors this day and year above written.

THIS AGREEMENT is executed by LaSalle National Trust. N.A. Successor Trustee to LaSalle National Bank T/U/T #111108 not personally, but as Trustee aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full power and authority to execute this instrument and that nothing herein or in sail Note contained shall be construed as creating any liability on said LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank T/U/T #111108 either individually, or as Trustee personally to pay the said Note as modified or interest thereon, to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by hereinder, and as far as LaSalle National Trust, N.A. Successor Trustre to LaSalle National Bank T/U/T #111108 either individually, or as trustee, or its successors personally are concerned, the holder of Said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due or the enforcement of the lien created by said Land Trust Mortuage and Assignment of Rents.

DATED this 1st day of June, 1994

Assistant Secretary

LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank T/U/T #111108 as trustee and not personally

BY:			
X Land Tru	st Officer	Vice President	
ATTEST:	VI A AHAA	<i>(</i> ,	

UNOFFICIAL COPY

State of Illinois) County of Cook

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Coring Bek as Assistant Vice President/Trust Officer of the LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank T/U/T #111108 and National Bank T/U/T #111108 and Nancy A. Stack
Assistant Secretary of Said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant-Vice President and Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purpos as therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as her own free and seal of said Corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of July 1994

Notary Public स्वार्वे हुन्। ये हर्ष हर्ष

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"OFFICIAL SEALS Harriet Denitewick

Notacy Public, State of Historia My Carerolamina Expires Oct. 30, 1866

BORROWERS:

Perible James

STATE OF ILLINOIS)

COUNTY OF COOK

75 C/6 I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that James A. K. Pemble and Paula J. Pemble who are personally known to me to be the same persons whose names are subscribed to the foregoing the same persons whose names are subscribed to the foregoing the same person and the sa instrument, appeared before me this day in person and a knowledged of 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 Notagrial Seal this 1st day of June. 1994

"OFFICIAL SEAL" Pauleite L. Minarcik Numry Public, State of Illinois My Commission Expires Jan. 13, 1997

Parlette Z. Michael Public

ATTEST:

William N. Masterson

Senior Vice President

Vice President

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UNOFFICIAL COPY

STATE OF ILLINOIS) COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that <u>William N.</u> Masterson, Senior Vice President of Heritage Bank, and Danielle Walters, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior 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 said Bank, as Trustee as aforesaid, for the uses and purposes therein set forto; and the said Vice President 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 Brnk, as Trustee as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal, this 1st day of June,

"OFFICIAL STAL"

Paulette L. Minarcik Notary Public, State of Illinois Paulitt L. Minaceit

My Commission Expires Jan. 13, 1997 RETURN 10 WIIIIam N., Masterson

Heritage Bank 12015 S. Western

Blue Island, II.

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