COOK COUNTY, ILLINOIS FILED FOR RECORD

1994 SEP 14 AM 11. 30

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Loan #7265-2

LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 15TH day of MAY, 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., NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 13, 1978 AND KNOWN AS TRUST NUMBER 24-5183-00, owner of the real estate hereinafter and in said deed described, witnesseth:

278

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 ONE HUNDRED TURTY THOUSAND AND NO/100 Dollars, dated APRIL 12. 1989 secured by a trust deed in the nature of a mortgage recorded on APRIL 27 1989 in the office of the Recorder of Deeds of Cook County, 1111nois, as Document Number 89187771 conveying to LASALLE BANK LAKE VIEW, certain real estate in Cook County, Illinois described of follows:

LEGAL DESCRIPTION

THE NORTH 1/2 OF LOT 7 AND THE NORTH 5 FEET OF THE SOUTH HALF OF SAID LOT 7 IN BLOCK 8 IN SHIPMANN AND BILL AND MERRILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHFAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIPD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 13-35-225-009

PROPERTY ADDRESS: 2139-41 N. SPAULDING, CHICAGO, ILLINOIS

RETURN TO RECORDER'S BOX 146 (T)

Prepared by and mail to: Ruth Yunker LaSalle Bank Lake View 3201 N. Ashland Chicago, IL 60657 9480309

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- 2. The amount remaining unpaid on the indebtedness is **ONE** HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY ONE AND 56/100 (\$128,241.56) Dollars.
- 3. Said remaining indebtedness of ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FORTY ONE AND 56/100 (\$128,241.56) Dollars, and interest on the balance of principal remaining from time to time unpaid at the rate equal to the LaSalle Bank Lake View Prime Commercial Interest Rate as established from time to time plus One and One Half Per Cent per annum shall be paid in installments as \$450.00 Principal plus accrued interest on the 15th day of June, 1994 and \$450.00 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 inverest if not sooner paid, shall be due on the 15th day of Fetruary, 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 equal to LaSalle Bank Lake View Prime Commercial Interest Rate as a stablished from time to time plus Five Per Cent 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 (a 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 (32) 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.

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- 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, 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 parches hereto have signed, sealed and delivered this indenture the day and year first above written.

ACCEPTED:

LASALLE BANK LAKE VIEW an Illinois Corporation

LASALLE MATIONAL TRUST, N.A. As Trustee Aforesaid and not personal

BY: Kieliand

Se Vice President

BY:

Analetan V. co President

ATTEST:

Mce President

ATTEST:

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COUNTY OF COOK)	
I, a Notary Public in and for said Countersaid, DO HEREBY CERTIFY that Resembly Assistant Vice President of LASS and NANCY A SIACK AND THE TABY said Bank, who are personally known to me to whose names are subscribed to the foregoing in Assistant Vice President and Trust Officer, respectore matchis day in person and acknowledge Officer, as custodian of the corporate seal of said Bank to said Instrumofficer's own free and voluntary act and as the act of said Bank, as Trustee as aforesaid, purposes therein set forth.	Trust-Officer of the same person natrument as such ectively, appeared that said Trust aid Bank, did affix ment as said Trust free and voluntary for the uses and
GIVEN under my hand and Notarial Seal this August, 1994.	
Notary Public	"OFFICIAL SEAL" Kathloen E. Bye Notary Public, State of Illinois
	My Commission Expires Oct, 23, 1995
STATE OF ILLINOIS) COUNTY OF COOK)	My Commission Expires Oct. 23, 1995
STATE OF ILLINOIS)	Or said County in ICHARD L. BENNETT, DAVID I DRESDNER oration who are swhose names are vice President and this day in terson the said instrument free and voluntary arposes therein set

Sr

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