

UNOFFICIAL COPY

9403543

MODIFICATION AND/OR EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 1992, by and between Cole Taylor Bank the owner of the Mortgage or Trust Deed hereinafter described and Augustin Cervantes representing himself or themselves to be the owner or owners of the Real Estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal Promissory Note or Notes of Augustin Cervantes dated this 14th day of August, 1989, secured by a Mortgage or Trust Deed in the nature of a Mortgage recorded the 18th day of August, 1989, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89-388609 conveying to Cole Taylor Bank, certain Real Estate in Cook County, Illinois, described as follows:

THE EAST 25 FEET OF THE WEST 74 FEET OF LOTS 45, 46, 47 AND 48 AND THE SOUTH 10 FEET OF LOT 44 IN BLOCK 1 OF MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-26-125-022

Common Address: 3604 West 26th st.,
CHICAGO, IL 60623.

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2. The amount remaining unpaid on the indebtedness is \$55,718.05 as of July 31, 1992.

3. Said remaining indebtedness of \$55,718.05 shall be paid on or before the 1st day of September, 1997, in 59 installments as follows:

\$615.91 beginning on or before 1st day of October, 1992 and \$615.91 on the 1st day of each month thereafter until said Note is fully paid, except that final payment of principal and interest, if not sooner paid, shall be due the 1st day of September, 1997. ("Maturity Date"), and 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 interest thereon monthly at a rate of Ten and One Half percent (10.50%) per annum and interest after maturity at a rate of Fourteen and One Half percent (14.50%) per annum and to pay both principal and interest in the coin or currency provided for in the Mortgage or Trust Deed herein above described, but if that cannot be done legally, then in the most valuable legal tender of the United States of America Currency, 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 the said principal Notes from time to time in writing, appoint and in default of such appointment, then at

4. 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 of the owner shall continue for twenty days after written notice thereof, 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 payment, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said Mortgage or Trust Deed. All the 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 Notes and 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 (2) 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.

Consented and Agreed To:
Cole Taylor Bank

By: Vern E. Corbin
Vern E. Corbin
Assistant Vice President

By: Augustin Cervantes
Augustin Cervantes

By: _____

By: _____

GIT

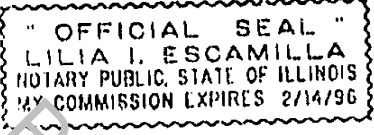
Box 138
2350

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STATE OF Illinois)
COUNTY OF Cook) SS

I, Lilia I. Escamilla 92031123
, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Augustine Cervantes
personally known to me to be the same person whose name(s) _____ subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 1st day of September, 19 92.



Lilia I. Escamilla
Notary Public

STATE OF _____)
COUNTY OF _____) SS

I, _____
, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT _____
personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as _____ free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 19 _____.

Notary Public

STATE OF _____)
COUNTY OF _____) SS

STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
LILIA I. ESCAMILLA
COMMISSION EXPIRES 2/14/96

I, _____
, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT _____
_____, President of _____, and
_____, Secretary of said Corporation, who are personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as such
and _____, 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 Corporation, for the uses and purposes therein set forth; and the said
Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation,
he did affix said corporate seal to said instrument as his 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 _____ day of _____, 19 _____.

Notary Public

MAIL TO:

Cole Taylor Bank
1542 West 47th Street
Chicago, Illinois 60609
Attn: Commercial Loans

BOX 138

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