# 940730 NOFFICH PART COPY

CASTION Coverest a lawyer before using or acting under this form AR warranties, including merchantability and fitness, are excluded

Stock Form 1090 - Reorder from Typecraft Co.- Inc. - Chicago, Illinois

	The second of th
This Indenture, made this 1st day of January 1994, by and between Commercial National Bank of Berwyn a National Banking Corporation 1994	a Dan game of these sections in policy. On the con-
the owner of the mortgage or trust deed hereinafter described, and Commercial National Bank of Berwyn Trust #880399, dated 12/13/88	Constitution of the second contract of the se
representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:	DEPT-01 RECORDING #17.50 . 740012 TRAN 1319 01/24/94 09:17:00 42545 # # 74-072061 . 090K COUNTY RECORDER
1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Three nundred Thousand and NO/100ths	Abe ve Space For Recorder's Use Only
	1977
dated December 29, 19 88 secured by a mortgage or trust deciding January 3, 1973, in the office of the Registrar of Titles/Recording January 11, of 1990 at page as document No. 8900	the nature of a mortgage registered/recorded rder of Cook County, Illinois, in 1909
National Bank of Berwyn 9001	19253 conveying to Commercial
certain real estate in Cock County, Illinois described as folk	ows: the second of the second
Lots 1 through 8 (except West 6 feet of Lot 8) in B LaVergne Subdivision of Blocks 13 to 28 in Cheviot' North West 1/4 of Section 22 Township 39 North, Ran Meridian, in Cook County, Ulinois.	Slock 16 in White and Coleman's 's First Division in the nge 13 East of the Third Principal tof Lot 8: 16-32-130-003 Lot 6;
Permanent Tax I.D. Nos. 16-32-130-002 Lot 7 and par 16-32-130-004 Lot 5; 16-32-130-005 Lot 4; 16-32-130 16-32-130-008 Lot 1	)-006 Lot 3; 16-32-130-007 Lot 2;
Property Address: 6334 W. Ogden Berwyn, IL 60402	
Co.	
2. The amount remaining unpaid on the indebtedness is \$ 116.346.	27 (27)
3. Said remaining indebtedness of \$ 116,346.27	paid on or before January 1, 1999
The process of the first of the state of the	
and the Owner in consideration of such extension promises and agrees to provided as and when therein provided, as hereby extended, and to provided, as hereby extended, and to provide and the rate of 6. There cent per annum and interest after until matter the rate of 6. There cent per annum, and interest after maturity at the rate principal and interest in the coin or currency provided for in the mortgage of cannot be done legally then in the most valuable legal tender of the United thereof, or the equivalent in value of such legal tender in other United Statement in the City of Chicago as the holder or holders of the said principal appoint, and in default of such appointment then at Commercial Nat	ay interse thereon until and ary the rounded it of specific and edition as green as the rounded in the control of the control
4. If any part of said indebtedness or interest thereon be not puid at the	he maturity thereof as her are provided, or if
default in the performance of any other covenant of the Owner shall continue the entire principal sum secured by said mortgage or trust deed, together without notice, at the option of the holder or holders of said principal note the same manner as if said extension had not been granted.	with the then accrued interest thereon, shall, or notes, become and be due and payable, in
5. This agreement is supplementary to said mortgage or trust deed. All the or notes, including the right to declare principal and accrued interest due for deed or notes, but not including any prepayment privileges unless herein expand effect except as herein expressly modified. The Owner agrees to perform said mortgage or trust deed. The provisions of this indenture shall inure note or notes and interest notes and shall bind the heirs, personal represent hereby waives and releases all rights and benefits under and by virtue of the Illinois with respect to said real estate. If the Owner consists of two or more pland several.	r any cause specified in said mortgage or trust pressly provided for, shall remain in full force mall the covenants of the grantor or grantors to the benefit of any holder of said principal latives and assigns of the Owner. The Owner the Homestead Exemption Laws of the State of
IN TESTIMONY WHEREOF, the parties hereto have signed, scaled as COMMERCIAL NATIONAL BANK OF BERWYN but as Trustee to	ONAL BANK OF BERWYN not personally under Trust #880399, dated 12/13/88
Clenn R. Husa V.P. 7 7/7 BY:	(SFAL)
ATTEST: SEE ATTACH	7 July 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
This instrument was prepared by (NAME AND ADDRESS) 3322	nercial National Bank of Berwyn 2 S. Oak Park Avenue
Berw	ryn, IL 60402

## **UNOFFICIAL COPY**

	TE OF	ss.		i e	
COO					•
a Nota	ary Public in and for said County	in the State aforesaid,	DO HEREBY CER	TIFY that	
вррея	nally known to me to be the sa red before me this day in person free and voluntary act, for	and acknowledged that	ı he signed, seale	ed and delivered t	he said instrument as
home	stead. /EII under my hand and official :	seal this	day of		19
			41-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
				Noisry Public	
OT A T	EOF	See See			
	<u> </u>	ss.			
COUN	NTY OF	· · · · · · · · · · · · · · · · · · ·			
I, _ a Nota	ry Public in and for said County	in the State aforesaid, l	DO HEREBY CER	ITFY that	
-	eally known to me to be the same				
appear	red before me this day in person a	nd acknowledged that	he signed, seale	d and delivered th	e said instrument as
homos	free and voluntary act, or t tead.			-	
GIV	EN under my hand and official s	ea' thi.	day of	· · · · · · · · · · · · · · · · · · ·	19
		0	··	Notary Public	
		0/			
STATI	EOFIllinois				
COLIN	TTY OF Cook				
	· ·	The second secon			and the second second
a Natai	the unders	n the State atorecard f	OOHEREBY CERT	TFY that	1 Park of Porre
to me to Asst. delivere the use custodic volunta	charles J. Hilbrich o be the same persons whose na Secty., respectively, appead the said instrument as their ow s and purposes therein set forth an of the corporate seal of said C ary act and as the free and volunts EN under my hand and official se	mes are subscribed to eared before me this on free and voluntary act and the said Asstroporation, he did affinary act of said Corporation.	the foregoing instrum day in person and a et and as the free and Secretary the said corporate seal ton, for the uses and	rporation, who are nent as such .Vic acknowledged the objection of sa or and there ack o said instrument	e President and at they signed and id Corporation, for nowledged that, as as his own free and
•	*** <b>***</b>		Jo an	Notary Public	ret
	OFFICIAL SEAL JOANNE B. ARLT			opotary Public	)_
•	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXFIRES 2/13/96	3			.0
*	********	•\$			
129. • š	ing sa kabaga dalah merupakan Kabupatèn kabaga dalah merupakan		grade to the control		:
EXTENSION AGREEMENT	Commercial National Bank of Berwyn a National Banking Corporation WITH Commercial National Bank of Berwyn Trust #880399, dated 12/13/88	ss of Property: W. Ogden 7n, IL 60402	MAIL TO		Commercial National Bank of Berwyn 3322 S. Oek Park Avenue Berwyn, IL 60402 Attn: G. R. Husa, V.P. Stock Form 1090 - Typecraft Co., Inc. Chicago
EX	Commer Commer Trust	Address 6334 W. Berwyn,		T III	Commerci 3322 S. Berwyn, Attn: G

Box

94072061

This Rider is attached on Vide part of he lx Antion Agrem Phythe amount of \$200,000.00 dated 1/1/94 and relative to real estate partially and legarly destribed as Lots 1 through 8 (except West 6 feet of Lot 8) in Block 16 in White and Coleman De LaVergue Subdivision ... in Section 32, Township 39 North, Range 13...in Cook County, 71.

This Document is signed by COMMERCIAL NATIONAL BANK OF CERNYH not individually, but solely as Trustee under Trust Agreement sentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thursunder, except that so duty whall rust upon the COMMERCIAL NATIONAL BANK OF BERMYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real except in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERMYN is hereby expressly usived by the parties before and their respective agreement. parties hereto and their respective successors and assigns. All varranties, covenants, indomnities and representations of each and every kind are those of the Truscee's baneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be concrolling in the avant of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN,

> COMMERCIAL NATIONAL BANK OF BERWYN AS TRUSTEE UNDER AND NOT INDIVIDUALLY.

ATTEST:

Timothy T. Fullerton

Its: Assistant Secretary

STATE OF ILLINOIS >

COUNTY OF COOK

IONAL DOCUMENT CONTRACTOR TO THE CONTRACTOR TO T I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the COMMERCIAL NATIONAL BANK OF BERWYN, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 purpses therein set forth and said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the 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 6th

OFFICIAL SEAL LINDA M. TONETTI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION TXPIRES 9/11/96 NOTARY PUBLIC

## **UNOFFICIAL COPY**

Property of Cook County Clark's Office

### UNOFFICIAL COP

#### ADJUSTABLE RATE RIDER

One 63coock Year Index-No Payment Cap)

Exameration provision contricting eny Hability of the Communicial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Command Lal. Nat. Long. Burk of Burnsyn 332 S. Oak Park Ave, Berwyn, il. 8040 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6334 W. Ogden Ave., Berwyn, IL 60402

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTER-EST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

Appringent. Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and are ler further covenant and agree as follows: where the

#### A. INTEREST SATE AND MONTHLY PAYMENT CHANGES

the monthly payments, as fellows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES. the section of the section of the

#### (A) Change Dates

les remainment mornanda and Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities a ljusted to a constant maturity of ....................... years, as made avail tole by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this che ic. The Holder will give me notice of this che ic.

#### (C) Calculation of Changes

round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. The Interest your access

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. March 1994

#### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice. part for aller

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

mostly Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural, person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a), Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coveriant or agreement in this Security Instrument is acceptable to Lender.

or the continues of the subject the

AND A BOOK

All the property of the second

## **UNOFFICIAL COPY**

SERVING TRUE TRUESCO'S GREGISTORY GREED OF GREED BARRES WATHOUT BARREST BANK SF Real Land the responsibility and negotity of the Committee of the East MATIONAL EASTH 6世 安徽 大衛 相 46年 Hade Lee Ceno zolinivitand alasticist out to soods on build vieve bee 36 英位表現 JANOTYAN TRIUSINAMOS net in vibese bee trificiencess end bestablence hade is a configuration of the configuration of the configuration of the configuration is a configuration of the c BERTYYN is hareby expressive watved by the parties harete and their it therefor 64 tot the validity of condition of the Continuity of the Committeel, any agreem in Will Will the test the committeel in the Will distributed to the committeel with a few distributed to the committeel with the test to the committeel with the comm es pareunally liable for the parrollname of the terms and conditions of this Belling to fife 455995 aveint or bronce a or sur real oatere in said Trust, Beld Trustes [16] Aut OOMHENOINE NATIONAL DARK OF EZANIN POTCONSIN, OF BE TRUSTUL, IN EUGUSE!! 30 34 if ABIR 1996 8 24 fit benoifment themsels A teut Tebru betaut as visios tud , vilaubivibrit selfit is in the selfish tude var bus to the self THE DOCUMENT IS SIGNED by COMMERCIAL NATIONAL BANK OF BERWYN ROS

SERWAYA, This Tarness and industricts of the controlling in the seasons and services are service Topinor states the first on white the control of the control of the control of the figures and backers, and on the control of the perties intended the figures of the control of the contr THE TRACE THE PERSON WE WERE THE TRACE TO SERVE THE TRACE THE TRA The moon and the manner of the second of the THE STATE OF THE STIONAL SANK OF BERWYN WE BERWING

Assistant Secretary Timochy T. Fullercon Trust Officer .....(Seal) xx治治治治x ubivibal for ball but as Trustee under Tr. #880399, damed 12/13/88 Commercial Mational Eank of Berwyn, not personall

Flate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Institument without within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed If Lender exercises the option to require immediate payment in full, Lender shall give gonrower notice of

in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless meceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and Lender releases Borrewer in writing. Lender may also require the transferce to sign an assumption agreement that is To the extent permitted by applicable law, Lender may charge a renamable fee as a condition to Lender's consent to the loan assumption.