UNOFFICIAL COPY SECOND MODIFICATION AND EXTENSION AGREEMENT

34137332

THIS MODIFICATION AND EXPENSION ANGEMENT mode this tith day of Pebruary, 1994 among BANK OF LINCOLMENOD, an Illinois banking association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and Bernice June Rajewski, divorced and not since remarried, (hereinafter jointly and severally referred to as "Debtor").

WITNESSETH

WHEREAS, the Debtor has executed, as maker, that certain Revolving Credit Note dated November 15, 1989, payable to the Bank in the principal amount of \$4,500.00 ("Note"), secured by a revolving Credit Mortgage dated November 15, 1989 recorded with the Recorder of Deeds of Cook County as Document No. 88546824 (Mortgage"); and

WHERLAS, there remains a principal balance due on the loan evidenced by the Note to the amount of \$4,500.00; and

MirREAS the parties hereby agree to modify and extend the terms of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Lot 36 in Subicivision by John M. Wilson of Subdivision Block 1 and 3 of block 3, Judd & Vilson's Subdivision of Block 6 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Ellinois.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties here's, and other good and valuable consideration, the parties have agreed as follows:

- 1. The maximum amount of the Line of Credit from and after the date hereof shall be \$4,500.00.
- 2. The Maturity, as defined in the Note and Mortgage, is nereby extended to May 15, 1994.
- 3. Except as expressly herein provided, all terms of the note, Mortgage and all other loan documents executed in cornection therewith, shall remain in full force and effect. The Note, as modified by this Modification and Extension agreement, evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 3-05. The lien of the Mortgage secures the payment of the Note, as modified by this Modification and Extension Agreement, and all future advances made on the loan evidenced by the Note, to the same extent as if such tutur divances were made on the date of the execution of the Mortgage without regard to whether or not there is any Advance made at the time the Mortgage or this Modification and Extension Agreement is executed and without regard to whether or not there is any indebtedness outstanding at the time any Advance is made.

IN WITNESS WHEREOF, the undersigned have affixed their signatures to this Mcdification and Extension Agreement on the day and year first above written.

Dernick Lune (
Dernice J Rajewski

23.00

9415733

UNOFFICIAL COPY

ACCEPTED BY BANK OF LINCOLNWOOD

James K. Anyger, Resentive Vice President

ATTEST

Patricia K. Pelz, VP & Cashier

STATE OF ILLINOIS;
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, PC HEREBY CERTIFY that Bernice J. Rajewski, divorced and not since remartial personally known to me to be the same persons whose names are subscribe. On the foregoing instrument, appeared before me this day in person and accordinged to me that they subscribed the foregoing instrument as their own free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 13th day of February, 1994.

"OFFICIAL SEAL"

CAROL L. JELENS

floary Public, State of Miles

My Commission Expires 8/18/98

NOTARY PUBLIC

STATE OF ILLINGIS)
) ss:
COUNTY OF COOK
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James E. Jerger, Executive Vice President of the BANK OF LINCOLNWOOD, and Patricia K. Jelz, Vice President and Cashier, respectively appeared before me this day in person and acknowledged that they signed and delivered said Instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth, and that said Vice President and Cashier did then and there acknowledge that she, as custodian of the corporate seal of raid Bank, did affix the corporate seal as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of February, 1994.

RETURN TO: Bank of Lincolnwood 4433 W. Touhy Ave. Lincolnwood, IL. 60646 JERRY G. McGOVERN
NGTARY PUBLIC. STATE OF ILLINDIS
My Commission Expires Nov. 27, 1995

PREPARED BY: Marie A. Mitchell Bank of Lincolnwood 4433 W. Touhy Avenue Lincolnwood, IL 60646

4757332