

# UNOFFICIAL COPY

94212120

## EXTENSION AND MODIFICATION OF JUNIOR MORTGAGE

WHEREAS, FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE ("Mortgagee"), has loaned to JAMES M. DUFF and ELLEN W. DUFF, his wife, ("Mortgagor") the sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00), (the "Loan") as evidenced by a Note dated January 12, 1993 (the "Note"), and secured by a Mortgage dated January 12, 1993 in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 93053567 the ("Mortgage") covering the following described premises:

LOTS 12 AND 13 IN BLOCK 7 IN LAY AND LYMAN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-04-309-008-0000

DEPT-01 RECORDING \$25.50  
T#0011 TRAN 0484 03/08/94 13:42:00  
44134 \$ \*\*94--212120  
COOK COUNTY RECORDER

COMMON ADDRESS: 241 South Waiola, La Grange, Illinois 60525

WHEREAS, the Mortgagor has requested, and Bank has agreed to a extension and modification of the terms and conditions of the aforesaid loan,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The unpaid balance of the Note is currently SIXTY-NINE THOUSAND SEVEN-HUNDRED FIFTY-EIGHT and 73/100 DOLLARS (\$69,758.73).

2. Interest shall be payable on the Note, as extended, at the rate of Eight percent (8.00%) per annum. Interest after maturity, whether by acceleration or otherwise, shall be at the rate of Thirteen percent (13.00%) per annum. Interest shall be computed on the basis of a 360-day years for the actual number of days elapsed.

3. The loan shall be payable in monthly installments of interest only beginning February 19, 1994, and continuing on the same day of each month thereafter. A final payment of the remaining unpaid principal balance plus all accrued interest thereon, shall be due January 19, 1995.

4. All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein and in all respects the Note and Mortgage, and other documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.

5. Mortgagor represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Mortgagor, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.

6. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and Mortgage.

\_\_\_\_\_ initials      \_\_\_\_\_ initials      \_\_\_\_\_ initials      \_\_\_\_\_ initials



25 SW

COOK COUNTY TITLE GUARANTEE, INC.

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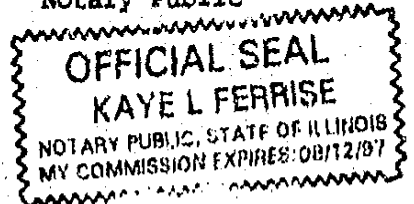
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STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JAMES M. DUFF and ELLEN W. DUFF, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 Notarial Seal this 24<sup>th</sup> day of February, 1994.

*Kaye L. Ferrise*  
Notary Public



This instrument prepared by and deliver to:  
Carolyn S. Sims, Asst Vice President  
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE  
607 W. Devon Avenue  
Park Ridge IL 60068



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