

NOTE AND MORTGAGE MODIFICATION AND/OR EXTENSION AGREEMENT

94225819

THIS AGREEMENT made this 10TH day of DECEMBER, 1993, by and between the OSWEGO COMMUNITY BANK, a banking corporation organized and existing under the laws of the State of Illinois, party of the first part, and EUGENE J. FOX AND ELEANORE FOX, HUSBAND AND WIFE, party of the second part, WITNESSETH

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WHEREAS, the party of the second part have heretofore borrowed funds from the first party and given a note dated AUGUST 5, 1987 and secured said note with a mortgage dated also on AUGUST 5, 1987 on certain land and premises which are described in said mortgage, which mortgage is recorded in the Office of the Recorder of Deeds for COOK County, Illinois in Book _____, Page _____ as Document Number 87 504732. Said note and mortgage are hereby incorporated herein by Reference. INDEX #18-19-403-007

WHEREAS, the party of the second part is desirous of extending and/or modifying the terms of the note and mortgage and the party of the first part is willing to modify the terms of the note and mortgage.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration receipt of which is acknowledged, it is agreed by and between the parties hereto as follows:

- 1) That as of DECEMBER 10, 1993 the outstanding principal balance due the first party is \$ 12,522.37
- 2) That the date of final payments on said note and mortgage shall be extended from _____ to _____
- 3) That the interest rate as of JANUARY 1, 1994 shall be 9%
- 4) That the monthly payments under said note commencing on _____ and on the same day of each month thereafter until _____ shall be \$ _____ per month.
- 5) That, notwithstanding the foregoing provisions or anything to the contrary contained in said note and mortgage, if the party of the second part shall be in default for more than thirty days in making payment of any monthly installments, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.
- 6) That the terms, conditions and provisions of said note and mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument and any Addendum attached hereto.
- 7) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed then, in such event, this agreement shall be void and of no effect.
- 8) This agreement shall be binding upon the successors, heir, administrators and assigns of the respective parties hereto.

IN WITNESS THEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its SENIOR VICE PRESIDENT and President and its corporate seal hereunto affixed on the 10th day of December, 1993, and the party of the second part has signed this agreement this 10th day of December, 1994.

FIRST PARTY
OSWEGO COMMUNITY BANK
BY: [Signature]
VICE PRES.

SECOND PARTY
[Signature]
EUGENE J. FOX
[Signature]
ELEANORE FOX

ATTEST:
[Signature]
BY: [Signature]

BOX 333

94 MAR 11 PM 12:23
94225819

OSWEGO COMMUNITY BANK
10 NORTH MADISON ST.
OSWEGO, IL 60543

94225819

[Signature]

AD 3763

PROPERTY OFFICE

PREPARED BY AND RETURN TO:

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STATE OF ILLINOIS
 COUNTY OF COOK

IN SENATE,
 January 11, 1912.

REPORT
 OF THE
 COMMISSIONERS OF THE LAND OFFICE,
 CONCERNING THE
 PUBLIC LANDS OF THE STATE,
 AS OF JANUARY 1, 1912.

ALBION S. HARRIS, COMMISSIONER.

CHICAGO: THE STATE PRINTING OFFICE, 1912.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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COOK COUNTY

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*To be used -
For your information only*

LEGAL DESCRIPTION

LOT 24 IN PLEASANTDALE A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 24 LYING SOUTH OF A LINE EXTENDING ACROSS SAID LOT, SAID LINE BEING A CURVE HAVING A RADIUS OF 5604.58 FEET, WHICH CURVE INTERSECTS THE WEST LINE OF SAID LOT AT A POINT 21.36 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT AND WHOSE TANGENT AT THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT FORMS AN ANGLE OF 53 DEGREES 51 MINUTES 06 SECONDS IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION WHICH CURVE ALSO INTERSECTS THE SOUTH LINE OF SAID LOT AT A POINT 29.46 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT AND WHOSE TANGENT AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT FORMS AN ANGLE OF 144 DEGREES 14 MINUTES 13 SECONDS IN THE NORTH EAST QUADRANT OF THEIR INTERSECTION; ALSO EXCEPT COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT, THENCE WESTERLY 124.79 FEET ALONG THE SOUTH LINE OF SAID LOT TO A POINT OF CURVE, HAVING A RADIUS OF 5589.58 FEET FOR A POINT OF BEGINNING AND WHOSE TANGENT AT THE POINT OF THEIR INTERSECTION FORMS AN ANGLE OF 35 DEGREES 45 MINUTES 47 SECONDS WITH THE LAST DESCRIBED LINE TO THE RIGHT; THENCE 69.45 FEET NORTHWESTERLY ALONG SAID CURVE TO A POINT ON THE WEST LINE OF SAID LOT, WHICH LINE FORMS AN ANGLE OF 126 DEGREES 15 MINUTES 39 SECONDS WITH THE TANGENT OF THE AFORESAID CURVE; THENCE SOUTHERLY 18.61 FEET ALONG THE WEST LINE OF SAID LOT TO A POINT ON A CURVE HAVING A RADIUS OF 5604.58 FEET AND WHOSE TANGENT FORMS AN ANGLE OF 53 DEGREES 51 MINUTES 06 SECONDS WITH THE SAID WESTERLY LOT LINE AT THEIR INTERSECTION; THENCE 37.69 FEET SOUTHEASTERLY ON SAID CURVE TO A POINT ON THE SOUTH LINE OF SAID LOT WHICH LINE FORMS AN ANGLE OF 144 DEGREES 14 MINUTES 13 SECONDS WITH THE TANGENT OF THE LAST DESCRIBED CURVE AT THEIR INTERSECTION; THENCE 25.75 FEET EASTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 692 1/2 VINE STREET, LAGRANGE, IL 60525

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Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

87504732

1987 SEP 15 PM 2:51

87504732

BOX 933 - WJ

7133518 P-H Jw

mail To:

This instrument was prepared by:
OSWEGO COMMUNITY BANK
(Name)
P.O. BOX 1070
OSWEGO, IL 60548-1070

MORTGAGE

15.00

THIS MORTGAGE ("Security Instrument") is given on AUGUST 5, 1987 the mortgagor is EUGENE J. FOX AND ED ELEANORE FOX, HIS WIFE AS JOINT TENANTS ("Borrower"). This Security Instrument is given to OSWEGO COMMUNITY BANK, which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 10 N. MADISON ST. P.O. BOX 1070 OSWEGO, IL 60543-1070 ("Lender"). Borrower owes Lender the principal sum of THIRTY-FOUR THOUSAND, FIVE HUNDRED, AND NO/100 Dollars (U.S. \$ 34,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 4, 1997. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

18-19-403 ^{H.A.O.}-007.Dm

This mtg. is being recorded to replace

Doc recorded as # 87508927 which had a defective Legal description

which has the address of 6991 VINE STREET LAGRANGE
(Street) (City)
Illinois 60525 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

94225819

COOK County Clerk's Office

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