DECT-11 TORKENS

\$31.50

- . 150013 TRAN 2649 08/04/95 11:19:00
- . 17210 1 CT H-95-514682
 - COOK COUNTY RECORDER

95514682

MODIFICATION AND EXTENSION AGREEMENT

This Agreement entered into this 15th day of July, 1995 by and between LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago, as Trustee under Trust Agreement dated October 20, 1975 and known as Trust #10-30614-09 as maker of an Instalment Note dated July 25, 1990 in the principal amount of \$150,000.00 (the "Note"), a Mortgage dated July 25, 1990 securing the Note and recorded with the Registrar of Titles of Cook County on November 30, 1990 as Document No. 3929828 (the "Mc tgage"), and an Assignment of Rents securing the Note and recorded with the Registrar of Titles of Cook County on November 30, 1990 as Document No. 3929829 (the "Assignment of Rents"), and the Bank of Lincolnwood as owner and holder of the Note, Mortgage and Assignment of Rents.

WHEREAS, the parties hereto desire to modify and extend the terms of the Note covering, the following described real estate

Lots 30, 31, 32, 33 in Block 1 in Dickinson-Lowell Homestand Subdivision of parts of Lots 11 and 12 of School Trustee's Subdivision of Section ©, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 4900-4910 W. Irving Park Road, Chicago, IL Tax I.D. #: 13-16-420-021-0000

WHEREAS, the outstanding principal balance of the Note as of the date hereal is \$135,263.26.

NOW, THEREFORE, in consideration of the premises hereto, the parties have agreed as follows:

Page 1 of 4

JHIS INSTRUCTOR WAS THE STATED BY
SECTION OF A REPORT AVE.
4103 WEST THOSEY AVE.
LINCOLKAGOD, BLL 66849



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1 The Debtor and the Trustee hereby acknowledge and reaffirm the indebtedness evidenced by the Note and secured by the Mortgage and the Assignment of Rent.

2. The Note, payable to Bearer, secured by Trust Deed is hereby modified and extended on the following terms:

The outstanding principal balance shall bear interest, at an annual rate of Eight and One-Quarter (8-1/4%) percent, and will be repaid as follows: \$1,312.25 including interest due on August 15,1995, then \$1,312.25 monthly beginning September 15, 1995 with a final monthly payment of \$1,312.25 due on June 15, 2000. A final payment of principal and interest then owing, if not sooner paid, shall be due on the 15th day of July, 2000.

3. The Note may be prepaid without penalty (1) in an amount equal to two additional installments, as amended, per month, which shall be applied in the reverse order of amortization, and (2) that in the event that such prepayment results from the sale and conveyance of the property covered by the Mortgage securing the Note, but the Debtor shall be required to pay all principal, interest and other charges then due and owing under the terms of the Note, as amended, and any instrument given to secure the Note. Any other prepayment shall include all accrued interest and other charges then due and owing on the Note, as amended, and the greater of (a) the remaining outstanding principal balance due on the Note, as amended, or (b) the remaining payments of principal and interest due hereunder, including any balloon payment, that would have been of lerwise due under the terms of the Note, as amended, had the Debtor not prepaid such payments, discounted to the present value using the Prime Rate of the Holder of the Note in effect on the date of such prepayment by the Debtor. As used herein, the term "Prime Rate" shall mean the rate publicly announced and published by the Holder of the Note as the Note Holder's Prime Rate. The Holder of the Note makes no representation or warranty that the Prime Rate is the lowest or best interest rate offered by the holder of the Note to commercial or other borrowers.

4. In all other respects, the Note and Mortgage shall remain in effect as originally executed.

This Modification and Extension Agreement is executed by LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assured by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago, individually, or

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as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the convenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, this 22 day of

1995. A.D.

LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago not individually but solely as Trustee as aforesaid

Vice President

ATTEST:

Trust Officer: TILLILLIN

Agaistant Secretary

THIS INSTRUMERT WAS FLIEDWRED BY SHEELA KEFFFER
4433 WEST TOURY AVE.
LINCOLNWOOD, ILL. 60648

BANK OF LINCOLNWCOD ATTN: PETER M. GUENZER VICE PREHIDENT 4433 W. TOUTHY AVE. LINCOLNEVOCO, IL COGAS

C/O/T/S O/F/CO

Property of Court Courts Clerk's Office

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I. CAROL L. JELENS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter M. Guenzer personally known to me to be the Vice President of Bank of Lincolnwood and who is the same person whose name is 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, on behalf of the Bank of Lincolnwood for the uses and purposes therein set forth.

GIVEN under my hand and	Notarial Seal this <u>27</u> day of <u>JULY</u> , 1995
OFFICIAL SEAL CAROL L. JELENS NOTARY PUBLIC: STATE OF ILLINOIS	Notary Public Carel & J. P. Com
My Commission Fxpl es June 22, 1999	My commission expires: 36-33-49

STATE OF ILLINOIS)
) so
COUNTY OF COOK)

County, in the State aforesaid, DO HEREBY CEPTITY, that JOSEPH W. LEGG.

Vice President of LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago, and Novicy A. Simon. Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and their eacknowledged that, as custodian of the corporate seal of this Company, did after the corporate seal of said Company to said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this JF day of fully 1995

Notary Public Victor 1908

My commission expires: 19 10 175

"OFFICIAL SEAL"
VICKEHOWE
SCHARY PUBLIC STATE OF ILLINOIS
M, Commission Expires 12/19/98

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