COOK COUNTY RECORDER

95514691

THIRD MODIFICATION AND EXTENSION AGREEMENT

This Agreement antered into this 10th day of June, 1995 by and between LaSalle National Trust, N.A. as Surcessor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bark of Chicago, as Trustee under Trust Agreement dated September 29, 1955 and known as Tius: #10-13665-08 as maker of an Instalment Note dated December 23, 1983 in the principal amo in 7, \$93,000.00 (the "Note"), a Trust Deed dated December 23, 1983 securing the Note and recorded with the Registrar of Titles of Cook County on January 27, 1984 as Document No. 535, 617 (the "Trust Deed"), and an Assignment of Rents securing the Note and recorded with the Registrar of Titles of Cook County on January 27, 1984 as Document No. 3352518 (the "Assignment of Rents"), and the Bank of Lincolnwood as owner and holder of the Note, wangage and Assignment of Rents.

WHEREAS the parties hereto have amended the terms of the Note, Trust Deed and Assignment of Rents pursuant to that certain Modification and Extension Agreement dated April 23, 1986 and recorded with the Registrar of Titles of Cook county on July 23, 1987 as Document No. 3637379 (the "Modification and Extension Agreement"), and

WHEREAS, the parties hereto have further amended the terms of the Note, Trust Deed and Assignment of Rents pursuant to that certain Modification and Extension Agreement dated June 10, 1990 and recorded with the Registrar of Titles of Cook County on March 6, 1991 as Document No. 3947815 (the "Second Modification and Extension -Agreement"), pursuant to which the Note was increased to One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars, and

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

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THIS INSTRUMENT WAS PREPARED BY SHEILA KLEPPER 4433 WEST TOURY AVE LINCOLNY/OOD, ILL. 60648

Lots 14, 15, 16, and 17 in Block Three (3) in the Dickinson-Lowell Homestead Subdivision of part of Lots 11 and 12, School Trustee's Subdivision of Section

Cook County, Illinois.

Property Address: 4936-4950 W. Irving Park Road, Chicago, IL

16, Township 40 North, Range 13, East of the Third Principal Meridian, in

Tax I.D. #: 13-16-428-027-0000

WHEREAS, the outstanding principal balance of the Note as of the date hereof is \$133,871.24.

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

The Debtor and the Trustee hereby acknowledge and reaffirm the indebtedness evidenced by the Note and secured by the Trust Deed and the Assignment of Rents.

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: \$1,298.75 including interest due on July 10,1995, then \$1,298.75 monthly beginning August 10: 1995 with a final monthly payment of \$1,289.75 due on June 10, 2000. A final payment of principal and interest then owing, if not sooner paid, shall be due on the 10th 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 coults from the sale and conveyance of the property covered by the Trust Deed securing 'ne hote, 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 dig on the Note, as amended, or (b) the remaining payments of principal and interest due hereunder, including any balloon payment, that would have been otherwise due under the terms of the Notri, 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 onginally executed.

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This Third 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 assumed 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 as Trustee shall have no obligation to see to the performance or non-performance of any of the covenarits 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 inis instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, the and day of ful, 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

Trust to as aforesaid

Vice President

ATTEST: MANCY U Stack

Assistant Socretary

ACCEPTED!

BANK OF LINE DIAWO

Vice Pre

AHIS INSTRUMENT WAS PREPARED BY SHEMA KLEFFER 4433 WOST TOURY AVE LINCOLNWOOD, ILL 60648

MAL TO:

BANK OF LINCOLNWOOD ATTN: PETER M. GUENZER VICE PRESIDENT 4433 W. TOULLY TATE (1993) OF THE PERE

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STATE OF ILLINOIS) COUNTY OF COOK)

) SS

I. CAROL L. TELENSA 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 inchice 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 countary act, on behalf of the Bank of Lincolnwood for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of JULY. 1995.

CAROL L. JELETIS
NOTARY PUBLIC, STATE OF ILLINGS
My Commission Expires June 22, 1979

Notary Public Caral & Sulline

My commission expires: 06-32-9

STATE OF ILLINOIS)
) s
COUNTY OF COOK)

County, in the State aforesaid, DO HEREBY CERTIFY, that

National Bank, as Successor Trustee to Exchange National Bank of Chicago, and Indian 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 aforces a for the uses and purposes therein set forth; and the said instrument as their and there acknowledged that, as custodian of the corporate seal of this Company, did affix 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 <u>28</u> 1995

"OFFICIAL SEAL"
VICKI HOWE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 12:19:93

Notary Public

Notary Public

My commission expires: 12 (5) (58)

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