

95525079

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Property of COOK COUNTY RECORDER'S OFFICE

. DEPT-01 RECORDING \$31.50  
. T40014 TRAN 7004 08/09/95 09:33:00  
. \$3741 + JW \*-95-525079  
. COOK COUNTY RECORDER

LOAN NUMBER-36108

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1st day of May, 1995, by and between PINNACLE BANK, successor by merger with Suburban Trust & Savings Bank, A Corporation of Illinois, the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and PINNACLE BANK, not personally, but as Trustee under Trust Agreement dated 09/28/93 and known as Trust Number 4645, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

#108360-Dut WITNESSETH:

The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of Two Hundred Thousand and no/100 dollars (\$ 200,000.00), dated November 29, 1994, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded 12/29/94 in the office of the Recorder of Deeds, Cook County, Illinois, as Document Number 04-081630 and A Modification/Extension Agreement conveying to Pinnacle Bank, A National Banking Association, to certain real estate in Cook County, Illinois and described in the attached "EXHIBIT "A", and, as follows: Filed for Record

3150 ✓

By Greater Illinois Title Co. As An Accommodation  
Only. It Has Not Been Examined As To Its  
Execution Or As To Its Effect Upon Title."

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1. The amount of the Credit Limit is amended to \$ 121,500.00 (the "Indebtedness").
2. The maturity of the Note and Mortgage is extended from May 1, 1995 to May 1, 1996.
3. The interest charged on the Note is Reference Rate + 1.00% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a. \$ 121,500.00 at the rate of R+1 % per annum computed on a 365/360 simple interest basis.
  - b. and the entire principal sum and interest from 05/01/95 to 05/1/96 shall be payable as follows:

Installments of principal and interest in the amount of Interest Only (\$                    ) beginning on the 1st day of June, 1995, and the 1st day of each month thereafter for the next 11 consecutive months and a final payment of the remaining unpaid principal and interest balance due and payable on 05/01/96.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of R+3 % per annum.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Mortgage or Trust Deed, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

PINNACLE BANK, SUCCESSOR TRUSTEE TO  
SUBURBAN TRUST & SAVINGS BANK, AS  
TRUSTEE UNDER TRUST AGREEMENT DATED  
09/28/93 AND KNOWN AS TRUST NUMBER  
4645 NOT PERSONALLY, BUT AS TRUSTEE  
AFORESAID.

BY: *Jessie Z. [unclear]*  
ITS: *[unclear]*

ATTEST: *Valores G. Shea*  
ITS: *[unclear]*

We hereby acknowledge and concur in the foregoing extension and we personally guarantee payment of all amounts provide therein:

*Mary Jane Oliver*  
Mary Jane Oliver

*John F. Coaker, Jr.*  
John F. Coaker, Jr.

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EXHIBIT "A"

Lot 1 (except the South Fifty Seven One Hundredths Feet thereof) in Block 3 in the Subdivision of the Southeast 1/4 of Lot 6 in the Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian (except the West 1/2 of the Southwest 1/4 of said Section 18) in Cook County, Illinois.

1151 S. Elmwood Avenue  
Oak Park, Il. 60304

P.1.N.16-18-428-019

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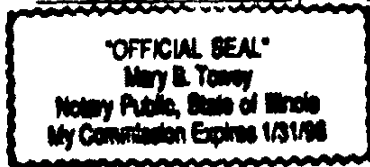


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STATE OF ILLINOIS  
COUNTY OF Cook

The undersigned \_\_\_\_\_ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RAMONA ZAVATTARO VICE PRESIDENT of PINNACLE BANK, OAK PARK and DOLORES M. SHEA ASST. SEC. 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 as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Asst. Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Asst. Secretary own free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under hand and Notarial Seal this 20th day of June 1995



Mary B. Conway  
NOTARY PUBLIC

INSTRUMENT PREPARED BY: PINNACLE BANK, 840 S. OAK PARK AVE.,  
OAK PARK, IL 60304

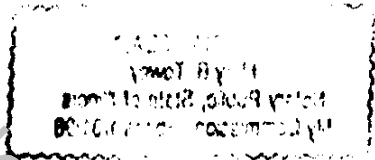
RETURN TO: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD  
AVE, LAGRANGE PARK, IL 60525



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Office Initial:	_____
Approved:	_____
Documentation Review:	_____
Auto Process:	_____
Data Entry:	_____
Verification:	_____