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MODIFICATION EXTENSION AGREEMENT

DEPT-01 RECORDING 957.00
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COOK COUNTY RECORDER

95528412

The above space is for the recorder's use only

EP 959 2

THIS AGREEMENT made this 7th day of July, 19 95, between U.S. BANK, an Illinois Banking Corporation, hereinafter called First Party, and WIEGAND BUILDERS & DEVELOPERS, CARL V. WIEGAND, & DENNIS E. WIEGAND

the present owners of the subject property, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, First Party is the owner of that certain Mortgage Note in the amount of One Million Seven Hundred Ninety Five Thousand and 00/100 (\$1,795,000.00), secured by a Mortgage dated July 7, 19 94, and recorded in the Recorder's Office of Cook County, Illinois, on July 11, 19 94 as document No. 94601880 / 94601881 encumbering the real estate described as follows:

See Exhibit A-183rd and Henry
Flossmoor, IL

See Exhibit B-The Landings of Oak Forest Subdiv.
6300 W. 151st Street
Oak Forest, IL

Collateral Assignment of U.S. BANK Certificate of Deposit #1201744319

AND WHEREAS, the parties hereto wish to modify the terms of said Mortgage indebtedness which the Second Party hereby agrees to pay;
NOW THEREFORE, IT IS AGREED:

FIRST -- That the amount of Principal indebtedness is now Eight Hundred Ninety Five Thousand and 00/100 DOLLARS

SECOND -- That the interest rate on the above principal amount is increased from n/a per cent (%) to per cent (%) per annum, said increased to commence , and the interest rate during default, and/or on expenditures and expenses included in the foreclosure decree, shall be increased to per cent (%) per annum at the option of the Association, its successors or assigns. *Except that the rate of interest charged hereunder shall at no time be less than 10.75%.

BOX 333-CTI

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THIRD — That for and in consideration of the Additional Advance by First Party/payment by Second Party of _____ DOLLARS, receipt of which is hereby acknowledged, the principal indebtedness is _____ creased to _____ DOLLARS.

FOURTH — For and in consideration of the aforementioned Additional Advance by First Party/payment by Second Party on the principal indebtedness, the monthly installments of principal and interest is _____ creased from _____ DOLLARS to _____ DOLLARS commencing _____, and a like payment on the _____ day of _____ each and every month thereafter until said obligation is fully paid.

FIFTH — That the next monthly payment will become due on _____, 19____, in the amount of _____ DOLLARS, for principal and interest, and a like payment on the _____ day of _____ each and every month thereafter until said obligation is fully paid.

SIXTH — That the First Party, its successors or assigns may hereafter, at the discretion of its Board of Directors, increase the rate of interest to a rate not in excess of _____ per cent (____%) per annum by giving written notice specifying the new rate of interest and the effective date of such increase to the Second Party and the Second Party's successor in title, if any, at his or their last known addresses, as recorded in the records of said First Party, its successors or assigns, not less than 90 days prior to the effective date of such increase. The Second Party, or his successor in title, may within said 90-day period pre-pay the mortgage indebtedness without penalty.

SEVENTH — We hereby extend the maturity date of the Note and Mortgage hereinbefore described from _____ 7/7/95 to _____ 7/7/96.

EIGHTH — In all other respects the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party ha _____ hereunto set _____ hand _____ and seal, _____, all on the day and year first aforesaid.

ATTEST:

| | | |
|--|--|------------------------------------|
| | | U.S. Bank First Party |
| | | By _____ Vice President |
| WIEGAND BUILDERS AND DEVELOPERS Assistant Secretary | | |
| BY _____ (SEAL) CARL V. WIEGAND Second Party | | BY _____ (SEAL) CARL V. WIEGAND |
| BY _____ DENNIS E. WIEGAND | | BY _____ DENNIS E. WIEGAND |

STATE OF ILLINOIS
County of _____ }

I, _____ a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____ A.D., 19_____.

Notary Public

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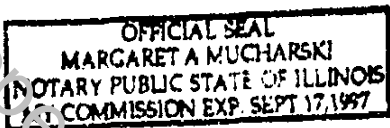
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STATE OF ILLINOIS
County of COOK

I, THE UNDERSIGNED a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that DEBORAH MIEZALA, Vice President, and Assistant Secretary of U.S. Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said U.S. BANK, for the uses and purposes therein set forth, and caused the corporate seal of said Association to be thereto affixed.

GIVEN under my hand and notarial seal this 25th day of JULY A.D., 1995

Margaret A. Mucharski
Notary Public



95-25-112

Property of Cook County Clerk's Office

LOAN NO.

MODIFICATION EXTENSION AGREEMENT



LANSING - CHICAGO - SOUTH HOLLAND
TINLEY PARK - ORLAND PARK

mail & prepared:
U.S. Bank
P.O. Box 450
Lansing, MI 48906

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EXHIBIT "A"

That part of Lots 1 and 2 in the Subdivision of the North 462 feet of that part of the Northwest 1/4 lying westerly of the westerly right of way line of the Illinois Central Railroad and that part of the Northwest 1/4 of Section 6, Township 35 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the point of intersection of a line 33 feet South (measured at right angles) of the North line of the Northwest 1/4 of Section 6 with a line 560 feet East of and parallel to the West line of the Northwest 1/4 of Section 6; thence South on said parallel line a distance of 120 feet to a point; thence West on a line 153 feet South of and parallel to the North line of the Northwest 1/4 of Section 6 a distance of 60 feet to a point; thence South on a line 500 feet East of and parallel to the West line of the Northwest 1/4 of Section 6, a distance of 30 feet to a point; thence West on a line 183 feet South of and parallel to the North line of the Northwest 1/4 of Section 6, a distance of 110 feet to a point; thence South on a line 390 feet East of and parallel to the West line of the Northwest 1/4 of Section 6, a distance of 279.10 feet to a point; thence West on a straight line which makes an angle of 89 degrees 58 minutes 15 seconds with the last named parallel line when turned from North to West, a distance of 38.59 feet to a point; thence South on a line 350.81 feet East of and parallel to the West line of the Northwest 1/4 of Section 6, to the point of intersection with a line 180 feet North of and parallel to the North line of Flosswood Subdivision, a subdivision of part of the Northwest 1/4 of said Section 6, thence Easterly on the last named parallel line to the point of intersection with a line 581 feet East of and parallel to the West line of the Northwest 1/4 of Section 6, thence North on the last named parallel line, a distance of 286.95 feet to a point; thence Easterly on a straight line, said line which is 467 feet North of and parallel to the North line of Flosswood Subdivision a distance of 68 feet to a point; thence Northerly on a straight line, said line which is 649 feet East of and parallel to the West line of the Northwest 1/4 of said Section 6, to the point of intersection with a line 33 feet South (as measured at right angles) of the North line of the Northwest 1/4 of Section 6, thence Westerly on the last named line to the point of beginning, in Cook County, Illinois.

PIN: 32-06-100-072
32-06-100-076

Common Address: 183rd and Henry,
Flossmoor, Illinois

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EXHIBIT "B"

Lots 41, 42, 44, 45, 47, 49, 51, 53, 54, 55, 56, 57, 58, 62, 63, 65, 66, 67, 68, 69, 70, 73, 76, 77, 90, 94, 120, 123, 125, 126, and 128 in Landings Subdivision, being a Subdivision of part of the Southwest 1/4 of Section 8, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 1988 as Document 88281884, in Cook County, Illinois.

PIN: 28-08-303-033 (Affects Lot 120)
28-08-305-026 (Affects Lot 94)
28-08-305-027 (Affects Lot 90)
28-08-306-002 (Affects Lot 44)
28-08-306-003 (Affects Lot 45)
28-08-306-005 (Affects Lot 47)
28-08-306-007 (Affects Lot 49)
28-08-306-009 (Affects Lot 51)
28-08-306-011 (Affects Lot 53)
28-08-306-012 (Affects Lot 54)
28-08-306-013 (Affects Lot 55)
28-08-306-014 (Affects Lot 56)
28-08-306-015 (Affects Lot 57)
28-08-306-016 (Affects Lot 58)
28-08-306-020 (Affects Lot 62)
28-08-306-021 (Affects Lot 63)
28-08-306-023 (Affects Lot 65)
28-08-306-024 (Affects Lot 66)
28-08-303-036 (Affects Lot 123)
28-08-303-038 (Affects Lot 125)
28-08-305-001 (Affects Lot 69)
28-08-305-002 (Affects Lot 70)
28-08-305-005 (Affects Lot 73)
28-08-305-008 (Affects Lot 76)
28-08-305-009 (Affects Lot 77)
28-08-306-025 (Affects Lot 67)
28-08-306-026 (Affects Lot 68)
28-08-307-028 (Affects Lot 41)
28-08-307-029 (Affects Lot 42)
28-08-303-039 (Affects Lot 126)
28-08-303-041 (Affects Lot 128)

Common Address: Vacant land
The Landings of Oak Forest Subdivision
6300 W. 151st Street
Oak Forest, IL

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