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Prepared by and Mail to:

U.S. Bank, An Illinois Banking Corp.
16255 S. Harlem Avenue
Tinley Park, Illinois 60477

. DEPT-01 RECORDING \$23.50
. T80008 TRAN 1919 08/25/95 11139100
. 00299 JB *95-565310
. COOK COUNTY RECORDER

Loan # 5391171

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 10th day of June, 19 95 between U.S. Bank, an Illinois Banking Corporation, successor bank to Tinley Park Bank an Illinois Banking Corporation, hereinafter called Bank, and Peter Lagios and Theodora Lagios, his wife, the obligor(s) under the Note and the Owner(s) of the property securing the same, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of EIGHTY THOUSAND DOLLARS AND NO/100 * (\$ 80,000.00) DOLLARS, dated September 2, 1994, secured either in whole or in part by

Mortgage(s) recorded as Document(s) 03032711 covering property described as: Lot 307 in Real Estate Subdivision Arlington Heights Third Addition being a Subdivision in Section 9, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 08-09-305-008 and commonly known as: 1818 Ridge Road, Arlington Heights, Illinois.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein. *AND previously modified on September 2, 1994 to increase Principal to \$105,000.00.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from June 10, 1995 to June 10, 1996.
- (X) As of the date hereof, the amount of the principal indebtedness is ONE HUNDRED FIVE THOUSAND DOLLARS AND NO/100 (\$105,000.00) DOLLARS.
- (X) The rate of interest charged under the Note is hereby changed to a rate of Ten Percent (10.00%) per annum.

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() The rate of interest charged under the Note is hereby _____ creased from _____ percent (_____ %) per annum in excess of the Prime Rate of the Bank to _____ percent (_____ %) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than _____ percent (_____ %) per annum. The default rate of interest shall be _____ creased by a like amount.

(X) installments of principal and interest in the amount ONE THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS AND NO/100 (\$1,388.00) commencing on July 10, 1995, and a like payment on the 10th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on June 10, 1996.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages and modification extensions, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

U.S. Bank, an Illinois Banking Corp.

Diane R. Nagel
Diane R. Nagel, Vice President

SECOND PARTY:

Peter Lagios
Peter Lagios

Theodora Lagios
Theodora Lagios

Consented to by Guarantors:

rev. 12/94 exlns

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