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 COOK COUNTY RECORDER

EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 17th day of September, 1995 by and between FIRST UNITED BANK an Illinois Corporation as Trustee under Trust Agreement dated February 6, 1995 and known as Trust 1711 herein referred to as "Trustee", and FIRST UNITED BANK owner and holder of the note secured by the following mortgage:

WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain mortgage assignment of rents dated the 17th day of March 1995, and recorded in the Office of the recorder of Cook County, Illinois as Document Numbers 95208128 and 95208129, on March 28, 1995, conveying the following described premises\* FIRST UNITED BANK, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Trustee dated March 17, 1995, payable in the sum of One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00) as therein provided:

See Attached Exhibit "A"

Permanent Index Number: 27-23-100-009-0000  
 Property Address: 159th and Orland Brook Drive, Orland Park, Illinois

\*Also secured by an Assignment of Beneficial Interest in First United Bank Land Trust No. 1711 and a collateral assignment of beneficial interest in State Bank of Countryside Trust Number 93-1266.

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Page II  
Trust 1711

AND WHEREAS said mortgage securing said Principal Promissory note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and mortgage, and to an extension of the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said mortgage be and the same is hereby modified to show: interest due quarterly commencing December 17, 1995 with the final payment, if not sooner paid, due at maturity, March 17, 1996, all at the rate of 10.25% with any and all renewals as permitted by First United Bank.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said note and mortgage shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically ~~due~~ under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said mortgage as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice of demand; that all the rights and obligations under said mortgage as modified shall extend to and be binding on the successor and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by FIRST UNITED BANK, an Illinois Corporation not personally, but as Trustee as aforesaid, in the exercise of power and authority to execute this instrument and that nothing herein, or in said Note contained shall be construed as creating any liability on said FIRST UNITED BANK, an Illinois Corporation either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as FIRST UNITED BANK, an Illinois Corporation, either individually, or as Trustee, or its successors

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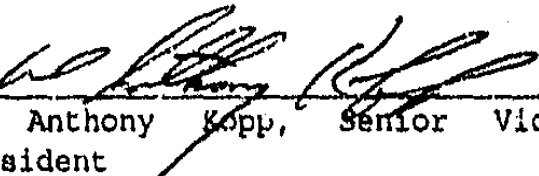
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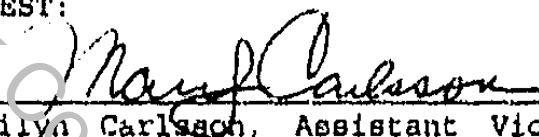
Page III  
Trust 1711

personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said FIRST UNITED BANK, an Illinois Corporation.

DATED at Frankfort, Illinois this  
17th day of September 1995.

FIRST UNITED BANK, an Illinois  
Corporation, as trustee, as afore-  
said, and not personally,

By:   
W. Anthony Kopp, Senior Vice  
President

ATTEST:  
By:   
Marilyn Carlsson, Assistant Vice  
President

STATE OF ILLINOIS)  
                                          ), SS  
COUNTY OF Cook        )

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that W. Anthony Kopp, Senior Vice President of FIRST UNITED BANK, an Illinois Corporation and Marilyn Carlsson, Assistant Vice President of said Bank, who to the foregoing instrument as such Senior Vice President and Assistant Vice President, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Senior Vice President then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

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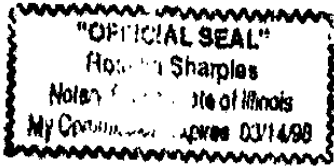
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Page IV  
Trust 1711

Given under my and notarial seal, this 17th day of September, 1995.



Rosella Sharples  
Notary Public

## CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

REGAN DEVELOPEMENT, INC.

By Michael J. Regan  
Michael J. Regan, Pres.

By Dominic A. Regan  
Dominic A. Regan, Sec.

Michael J. Regan  
Michael J. Regan, personally  
THIS INSTRUMENT PREPARED BY  
AND MAIL TO:

Dominic A. Regan  
Dominic A. Regan, personally

FIRST UNITED BANK  
7626 W. Lincoln Highway, P.O. Box 632  
Frankfort, IL 60423



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## EXHIBIT "A"

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING SOUTH OF THE SOUTH LINE OF 159TH STREET AS DEDICATED PER DOCUMENT NO. 10909314 AND EXCEPT THAT PART CONDEMNED IN CASE NO. 711-1027 AND EXCEPT THE WEST 100 FEET OF THE NORTH 455.42 FEET AND EXCEPT THE EAST 300 FEET OF THE NORTH 902.11 FEET) DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 IN CRYSTAL CREEK, PHASE 2, BEING A SUBDIVISION OF PART OF SAID EAST 1/2; THENCE SOUTH 06 DEGREES, 33 MINUTES, 47 SECONDS EAST 135.40 FEET ALONG THE WESTERLY LINE OF LOT 14 IN SAID CRYSTAL CREEK, PHASE 1, TO THE SOUTH LINE OF SAID NORTHWEST 1/4 THENCE NORTH 89 DEGREES 20 MINUTES 35 SECONDS WEST 218.93 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00 DEGREES, 20 MINUTES, 10 SECONDS EAST 133.34 FEET ALONG THE WEST LINE OF SAID EAST 1/2 THENCE SOUTH 89 DEGREES 39 MINUTES, 50 SECONDS, EAST 202.65 FEET TO THE POINT OF BEGINNING.

AND ALSO

COMMENCING AT THE SOUTHEAST CORNER OF LOT 14 IN CRYSTAL CREEK PHASE 1, BEING A SUBDIVISION OF PART OF SAID EAST 1/2; THENCE NORTH 00 DEGREES, 36 MINUTES, 40 SECONDS, EAST 190.50 FEET ALONG THE EAST LINE OF SAID LOT 14, TO THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES, 00 MINUTES, 17 SECONDS, 216.68 FEET ALONG THE SOUTHERLY LINE OF LOT 8 IN CRYSTAL CREEK PHASE 1 TO A BEND IN SAID SOUTHERLY LINE OF LOT 8; THENCE SOUTH 89 DEGREES, 38 MINUTES, 20 SECONDS, EAST 64.66 FEET ALONG THE SOUTH LINE OF SAID LOT 8 TO THE EAST LINE OF SAID NORTHWEST 1/4 THENCE SOUTH 00 DEGREES, 21 MINUTES, 40 SECONDS, WEST 281.22 FEET ALONG SAID EAST LINE OF THE NORTHWEST 1/4 TO SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS, WEST 134.72 FEET; THENCE NORTH 59 DEGREES, 19 MINUTES, 07 SECONDS, WEST 192.53 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

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