

# UNOFFICIAL COPY

## LOAN MODIFICATION AND EXTENSION

95863231

THIS INDENTURE, made this 15TH day of OCTOBER, 1995, by and between LASALLE BANK NI, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and LASALLE NATIONAL TRUST, N.A., NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1982 AND KNOWN AS TRUST NUMBER 114535 as to Parcel 1 through 4 and JAMES H. FAUST AND CARNELLA FAUST AS JOINT TENANTS as to Parcel 5, owner of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$337,500.00) Dollars, dated NOVEMBER 22, 1989 secured by a trust deed in the nature of a mortgage recorded on DECEMBER 11, 1989 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 89589372 AND LR 3845658 conveying to LASALLE BANK NI, certain real estate in Cook County, Illinois described as follows:

### LEGAL DESCRIPTION

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

PERMANENT INDEX NUMBER

PROPERTY ADDRESS

RETURN TO RECORDER'S BOX 146

Prepared by and mail to:  
 LaSalle Bank NI  
 3201 N. Ashland  
 Chicago, IL 60657  
 Attn: Ruth Yunker

SEPT-11 TORRES

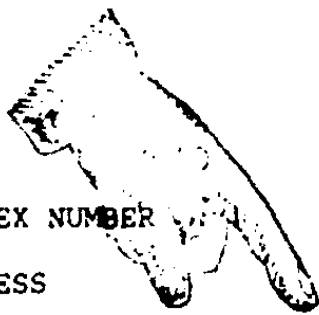
129.00

740013 TRAN 9504 12/12/95 10:29:00

4882 CT \*-95-863231  
COOK COUNTY RECORDER

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A009407 N/A /ael



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2. The amount remaining unpaid on the indebtedness is THREE HUNDRED NINETEEN THOUSAND TWO HUNDRED SEVENTEEN AND 96/100 (\$319,217.96) Dollars.

3. Said remaining indebtedness of THREE HUNDRED NINETEEN THOUSAND TWO HUNDRED SEVENTEEN AND 96/100 (\$319,217.96) and interest on the balance of principal remaining from time to time unpaid at the rate of NINE AND ONE-HALF per cent (9.50%) per annum shall be paid in installments as follows: \$3,341.54 on the 15TH day of NOVEMBER, 1995 and \$3,341.54 on the 15TH day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 15TH day of APRIL, 1996. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of ELEVEN AND ONE-HALF (11.50%) per cent per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described but if that can not be done legally then in the most valuable legal tender of the United States of America current on the due date thereof or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK NI, 3201 N. Ashland Avenue, Chicago, Illinois 60657.

4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment.

5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant that the Owner shall continue for 15 days after written notice thereof, then the entire principal sum secured by said mortgage or trust deed together with the then accrued interest thereon, shall without notice, at the option of the holder or holders of said principal note or notes, become due and payable in the same manner as if said extension had not been granted.

6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a period of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected

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by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.

7. This agreement is supplementary to said mortgage or trust deed. All provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, or notes, but not including any prepayment privileges unless herein expressly provided for, 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. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest note shall bind the heirs, personal representatives and assigns of the Owner. The Owner 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. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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

ACCEPTED:  
LASALLE BANK NI  
an Illinois Corporation

LASALLE NATIONAL TRUST, N.A.  
As Trustee aforesaid: and not personally

BY: *Toni Stark*  
Vice President

BY: *Gregory Keller*  
ITS: ASSISTANT VICE PRESIDENT

ATTEST: *Vernice Cain*  
Vice President

ATTEST: *Nancy Stahl*  
ITS: ASSISTANT SECRETARY

*James H. Faust*  
JAMES H. FAUST

*Carmella Faust*  
CARMELLA FAUST

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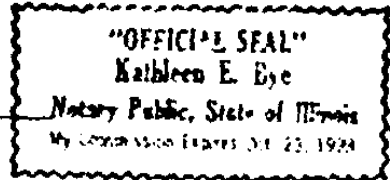
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STATE OF ILLINOIS )
COUNTY OF COOK ) SS

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A. and NANCY A. STACK, ASSISTANT SECRETARY, Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer's 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.

GIVEN under my hand and Notarial Seal this 24 day of Oct, 1995.

Notary Public signature

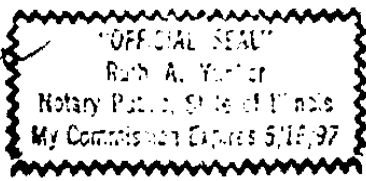


STATE OF ILLINOIS )
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that TONI G. STANEK, Vice President of LaSalle Bank NI, and TREVOR B. CAIN Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Loan 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 the said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October, 1995.

Notary Public signature



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PARCEL 1: LOT 1 (EXCEPT THAT PART LYING NORTH OF A LINE 53 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 24) AND ALL OF LOTS 2, 3, 4 AND 5 IN BLOCK 1 IN BRADISH AND MIZNER'S ADDITION TO RIVERSIDE SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 40 (EXCEPT THE NORTH 20 FEET THEREOF) IN 12TH STREET SYNDICATE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 39 (EXCEPT THE NORTH 20 FEET THEREOF) IN 12TH STREET SYNDICATE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EAST 72 FEET OF LOTS 1 AND 2 IN 12TH STREET SYNDICATE SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.# 15-24-203-020 Parcel 1  
15-24-204-004 Parcel 2  
15-24-204-005 PARCEL 3

7700 ROOSEVELT RD. CHICAGO, ILLINOIS

PARCEL 5:

LOT 301 IN BLOCK 2 in Charlemagne Unit Three, being a subdivision of part of the Northwest 1/4 of Section 30, Township 42 North, Range 10, East of the Third Principal Meridian. According to the Plat Thereof Recorded November 3, 1978, as Document Number 24701841, in Cook County, Illinois.

P.I.#02-30-107-004  
1500 Brittany Lane  
Hoffman Estates, Il. 60193

This is a junct mortgage in reference to Parcel 5 only.

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AFFIDAVIT OF NOTIFICATION  
OF RELEASE OF LIEN OR MORTGAGE

RUTH YUNKER

I, \_\_\_\_\_, being first duly sworn  
(Name and Title)  
upon oath, state:

1. That notification was given to JAMES H. FAUST, at  
1500 BRITANNY, HOFFMAN ESTATES, who are the owners of record  
on Certificate No. 1494745 was presented for filing  
on \_\_\_\_\_  
(Date)

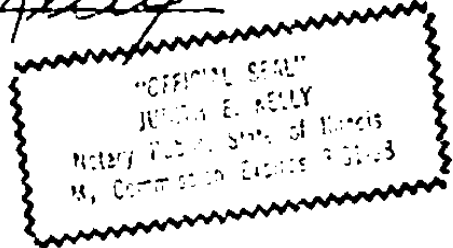
2. That presentation to the Registrar for filing of a Release of Lien or  
Mortgage would cause the property to be withdrawn from the Torrens system  
and recorded with the Recorder of Deeds of Cook County.

I, RUTH YUNKER, declare under penalties of perjury  
that I have examined this form and that all statements included in this  
affidavit to the best of my knowledge and belief are true, correct, and  
complete.

Ruth Yunker  
Affiant

Subscribed and sworn to before me by  
the said \_\_\_\_\_  
this 2nd day of November,  
1945.

Judith E. Kelly  
Notary Public



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