

# UNOFFICIAL COPY

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DEPT-01 RECORDING 427.50  
T40010 TRAN 3696 12/27/95 12:00:00  
42188 & C.J. \*-95-296147  
COOK COUNTY RECORDER

LOAN NUMBER-4202805-1M

## MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 15TH day of MAY, 1995, by and between PINNACLE BANK, A Corporation of Illinois, successor by merger to First National Bank in Harvey, owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and SOUTH HOLLAND TRUST & SAVINGS BANK, not personally, but as Trustee under Trust Agreement dated May 4, 1990 and known as Trust Number 2752, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

2752

### WITNESSETH:

1. 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 One Hundred Thousand and no/100 Dollars (\$100,000.00) dated May 11, 1990, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded May 11, 1990 in the office of the Recorder of Deeds, Cook County, Illinois, as Document Number 20234136 conveying to FIRST NATIONAL BANK OF HARVEY, A National Banking Association, to certain real estate in Cook County, Illinois and described as follows:

108994  
MIT

SEE ATTACHED EXHIBIT "A"

2. The amount remaining unpaid on the indebtedness is \$88,500.00 (the "Indebtedness").
3. The interest charged on the Note is 2.00% per annum per Modification Agreement dated March 3, 1992. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a. \$88,500.00 at the rate of 2.00% per annum on the basis of a year consisting of 360 days;
  - b. and the entire principal sum and interest from May 15, 1995 shall be payable as follows:

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Installments of principal and interest in the amount of Eight Hundred Ninety-seven and 63/100 Dollars (\$897.63) beginning on the 15th day of June 1995, and the 15th day of each month thereafter for the next 58 consecutive months and;

A final payment of the remaining principal and interest balance due and payable on May 15, 2000.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 9.00% 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.

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

SOUTH HOLLAND TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1990 AND KNOWN AS TRUST NUMBER 9759 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

Notwithstanding any terms or provisions of the instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 9759, assumes no personal liability or any part of a claim, but executes this instrument solely as Trustee involving trust property above referred to.

BY: [Signature]  
ITS: Trust Officer

ATTEST: [Signature]  
ITS: Assistant Secretary

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

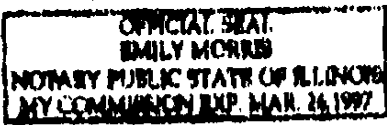
Marla Malcom  
MARLA MALCOM (GUARANTOR)

Curtis Malcom  
CURTIS MALCOM (GUARANTOR)

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ of \_\_\_\_\_ of South Holland Trust & Savings Bank and \_\_\_\_\_, 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 \_\_\_\_\_ as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said \_\_\_\_\_ own free and voluntary act of said Company, for the uses and purposed therein set forth.

Given under hand and Notarial Seal this 30<sup>th</sup> day of June, 1988.



Emily Morris  
NOTARY PUBLIC

INSTRUMENT PREPARED BY: Pinnacle Bank, 174 E. 154th St., Harvey, Illinois

RETURN TO: PINNACLE BANK  
LOAN OPERATIONS DEPT.  
P.O. BOX 1135  
LA GRANGE PARK, IL 60473



LOT 60 IN THORN LAKE HOMES FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF THORN CREEK, IN COOK COUNTY, ILLINOIS.

P.I. 29-26-107-055-0000  
PROPERTY ADDRESS: 1165 E. 173RD ST.  
SOUTH HOLLAND, IL 60473

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_____	Verification
_____	Date Entry
_____	Note Services
_____	Documentation Review
_____	Approval
_____	Officer Initials

*[Handwritten signature]*

*[Handwritten initials]*

11-19-2006

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State of Illinois,  
COUNTY OF COOK

ss. J. The Undersigned

I, Notary Public, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that... Michael J. Nylan...  
Trust Officer... President of the SOUTH HOLLAND TRUST & SAVINGS  
Bank, and... John Brunelle...  
... Secretary of said Corporation, personally known to me to  
be the same persons whose names are subscribed to the foregoing instru-  
ment as such... and... Secretary  
respectively, appeared before me this day in person and acknowledged that  
they signed and delivered the said instrument as their own free and vol-  
untary act, and as the free and voluntary act of said Corporation, for the  
uses and purposes therein set forth; and the said... Secretary  
did also then and there acknowledge that he, as custodian of the corporate  
seal of said Corporation, did affix the said corporate seal of said Corpora-  
tion to said instrument as his own free and voluntary act, and as the  
free and voluntary act of said Corporation, for the uses and purposes  
therein set forth.

Witness my hand and Notarial Seal this... 28th... day  
of... 19... 95...

"OFFICIAL SEAL"  
JEANINE T. BERKOWITZ  
Notary Public, State of Illinois  
My Commission Expires 9/14/96

*[Handwritten Signature]*  
Notary Public

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