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#### EXTENSION AND MODIFICATION AGREEMENT

This AGREEMENT, made this 18TH day of November, 1994 by and between BEVERLY BANK (hereinafter referred to as "BANK") and VERNON A. MILLER\* (hereinafter referred to as "OWNER(S)"). \*a widower, not since remarried

#### WITNESSETH

WHEREAS OWNER(S) are now indebted to BANK pursuant to the terms and conditions of a Promissory Note and Line of Credit Agreement dated November 30,1989 which provides a revolving line of credit in the amount of ONE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (4112,000.00) which are secured by a Trust Deed dated November 30,1989 in the original amount of ONE HUNDRED TWELVE THOUSAND AND NO/100 (\$112,000.00) and which was recorded on

as Document No. 89-608105 with the Recorder of Deeds of Cook County, Illinois on the premises legally described as follows:

LOT 7 AND THE VEST 2 FEET OF LOT 8 IN JEROME P. BOWES RESUBDIVISION OF LOTS 5 TO 8 IN BLOCK 29 IN KIMBARK'S ADDITION TO HYDE PARK IN SECTION 11 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEPIDIAN IN COOK COUNTY, ILLINOIS

PIN 20-11-420-004 Commonly known as: 1215 E. 54th St., Chicago, Illinois

WHEREAS, Bank is the owner and holder of the Promissory Note and Life of Credit Agreement secured by said trust deed and the OWNER(S), who are the owner(s) of the above property, have requested that the BANK extend the maturity date and/or modify the interest rate or repayment terms, and,

WHEREAS, the BANK is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. That the unpaid balance of said Promissory Note as of November 18,1994 is THIRTY SIX THOUSAND EIGHT HUNDRED SEVENTY TWO AND 72/00 DOLLARS (\$36,872.72).
- 2. That the maturity date is hereby extended from December 13,1994 to December 1,1999 at which time the unpaid balance of principal and interest, if not due sooner, shall be payable in full.
- 3. OWNER(S) shall pay to the BANK a late charge of five percent (5%) of any monthly installment not received by the BANK within fifteen (15) days after the installment is due.

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4. OWNER(S) further agree that all of the stipulations, provisions, conditions and covenants of the above described Promissory Note, Line of Credit Agreement and Trust Deed shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the BANK in and to the subject premises nor to affect nor impair any rights or powers which BANK may have under said Promissory Note, Line of Credit Agreement and Trust Deed in any other instrument or document delivered to the BANK by the OWNER(S).

In Witness Whereof, the OWNER(S) have set their hands and seals this day and year first written above.

Vernon A. Miller

a widower

BEVERLY BANK

ATTEST:

By: A Lynne Lunly
Its: Via President

By: Lotherine M. Prichbaum

DEPT-01 RECORDING \$25.00 1#0001 TRAN 6704 01/10/95 10:33:00 10131 # CG \*--95-016410 COURT RECORDER

5016410

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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 VERNON A. MILLER personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given wider my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_\_ day of

State of Illinois )
) ss.
County of Cook )

Hotory Public

"OFFICIAL SEAL"

Beverly K. Metroer

Notary Public, State of Illinois

My Commission Expires Oct. 11, 1995

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lynne Tumey personally known to me to be the Vice President of Beverly Bank, an Illinois banking corporation, and Cotherine M Krichbaum personally known to me to be the Loan Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing inscrument, appeared before me this day in person and severally acknowledged that as such Vice President and they are signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed hereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of

Motary Public

Prepared by and return to: Katie Krichbaum BEVERLY BANK 4350 Lincoln Highway Matteson, Il 60443

"OFFICIAL SEAL"
Beverly K. Metzner
Notary Public, State of Illinois
My Commission Espaces Oct. 11, 1840