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Loan No. 85046-2

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95256033

This Indenture, made this 1st day of April, 1995, by and between The First Commercial Bank, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and Francisco Sanchez and Carmen Sanchez, his wife

DEPT. OF RECORDING \$25.00  
10012 FRAM 3620 04/18/95 13:19:00  
9657 JIM H-95-2560333  
COOK COUNTY RECORDER

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"). WITNESSETH: modify the interest rate and  
1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Francisco Sanchez and Carmen Sanchez, his wife

Above Space For Recorder's Use Only

dated March 19, 1990, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 22, 1990, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No. 90127135 \* conveying to The First Commercial Bank

certain real estate in Cook County, Illinois described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

\* and Assignment of Rents recorded as Document No. 90127136,

This Agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage and Assignment of Rents securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Modification and Extension Agreement threatens the priority position of said Mortgage and Assignment of Rents shall be sufficient to rescind this Agreement and expunge the effect of its recording.

Permanent Real Estate Index Number(s): 17-21-101-034-1170

Address(es) of real estate: 3950 N. Lake Shore Drive, Unit 1807, Chicago, Illinois 60613

2. The amount remaining unpaid on the indebtedness is \$ 20,544.96 provided that the April, 1995 payment of \$400.74 has been made.

3. Said remaining indebtedness of \$ 20,544.96 shall be paid ~~at the rate of~~ at the rate of 9.25% in installments as follows: \$378.27 on the 1st day of May, 1995, and \$378.27 on the 1st day of each month thereafter, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on April 1, 2000.

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until April 1, 2000, at the rate of 9.25 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 9.25 per cent per annum, and interest after maturity at the rate of 13.5 per cent per annum, 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 cannot 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 the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at THE FIRST COMMERCIAL BANK, 6945 N. Clark Street, Chicago, Illinois 60626

1. ~~at the rate of 9.25~~ at the rate of 9.25 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 9.25 per cent per annum, and interest after maturity at the rate of 13.5 per cent per annum, 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 cannot 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 the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at THE FIRST COMMERCIAL BANK, 6945 N. Clark Street, Chicago, Illinois 60626

4. 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 of the Owner shall continue for twenty days after written notice thereof, 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 and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the 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 notes and 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. \*\* and any and all documents securing said note or notes,

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

BY: Alan M. Share, First Vice President (SEAL)

Francisco Sanchez (SEAL)

ATTEST: Gregory D. Salm, First Vice President & Cashier

Carmen Sanchez (SEAL)

This instrument was prepared by Alan M. Share, First Commercial Bank, 6945 N. Clark St., Chicago, IL 60626

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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 Francisco Sanchez  
and Carmen Sanchez, his wife  
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 right of  
homestead.

GIVEN under my hand and official seal this 10<sup>th</sup> day of April 19 95

Lisa Arcangeletti  
Notary Public



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of  
homestead.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public

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 Alan M. Share  
First Vice, President of THE FIRST COMMERCIAL BANK  
and Gregory D. Salm, First Vice Pres. and Cashier, \_\_\_\_\_ of said Corporation, who are personally known  
to me to be the same persons whose names are subscribed to the foregoing instrument as such 1st Vice President and  
1st V.P. & Cashier, 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 Corporation, for  
the uses and purposes therein set forth; and the said 1st VP & Cashier then and there acknowledged that, as  
custodian of the corporate seal of said Corporation, he did affix said corporate seal 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.

GIVEN under my hand and official seal this 10<sup>th</sup> day of April 19 95



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Bo BOX 333-CT1

EXTENSION AGREEMENT

WITH

MAIL TO: THE FIRST COMMERCIAL BANK  
645 N. CLARK ST.  
CHICAGO, IL. 60606

GEORGE E. COLE  
LEGAL FORMS

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SANCHEZ, Francisco  
and Carmen

## EXHIBIT "A"

### PARCEL 1:

UNIT 1807 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LINE ESTABLISHED BY DECREE ENTERED ON SEPTEMBER 7, 1906 IN CASE NO. 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED CHARLES W. GORDON AND OTHERS AGAINST COMMISSIONERS OF LINCOLN PARK, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 40420 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 24014190; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED APRIL 23, 1969 AND RECORDED APRIL 23, 1969 AS DOCUMENT 20820211 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 22719 AND EXCHANGE NATIONAL BANK OF CHICAGO, TRUST NO. 5174 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 40 FEET OF VACATED FRONTIER AVENUE, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 20816906, LYING WEST OF LOTS 10, 11 AND 12 IN CARSON AND CHYTRAUS ADDITION TO CHICAGO, AFFORESAID WHICH LIES NORTH OF THE SOUTH LINE OF LOT 10 EXTENDED WEST AND LIES SOUTH OF THE NORTH LINE OF LOT 12 EXTENDED WEST, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 14-21-101-034-1170

P.A. 3950 N. Lake Shore Drive, Unit # 1807, Chicago, Illinois.

This instrument does not affect to whom the tax bill is sent and therefore no Tax Billing Information Form is required to be recorded with this instrument.

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11/01/2011