

# UNOFFICIAL COPY

95/8/789

## EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of April, 1995, by and between Temulac, Inc. herein referred to as Borrower and LaSalle National Bank as T/U/T #10-18140-02 herein referred to as Mortgagors and Heritage Bank formerly known as Heritage Bank and Trust Co. owner and holder of the note secured by the following described real estate: LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

THAT PART OF BLOCK 21 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SOUTH NORMAL (FORMERLY BUTLER STREET) AND WEST 35TH STREET IN CHICAGO; THENCE SOUTH ALONG EAST LINE OF SOUTH NORMAL AVENUE 631.50 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF WEST 35TH STREET, 300.8 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SOUTH NORMAL AVENUE, 320.29 FEET; THENCE WEST 300.8 FEET ALONG A LINE DRAWN TO A POINT IN THE EAST LINE OF SOUTH NORMAL AVENUE WITH POINT IS 311.1 FEET SOUTH OF THE SOUTH LINE OF WEST 35TH STREET; THENCE SOUTH ALONG THE EAST LINE OF SOUTH NORMAL AVENUE, 120.4 FEET TO THE PLACE OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SOUTH NORMAL AVENUE 497.52 FEET SOUTH OF THE SOUTHEAST CORNER OF SOUTH NORMAL AVENUE AND WEST 35TH STREET, THENCE SOUTH ALONG SAID EAST LINE, 133.98 FEET TO A POINT 631.50 FEET SOUTH OF SAID SOUTHEAST CORNER, THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST 35TH STREET AFORESAID 300.8 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SOUTH NORMAL AVENUE AFORESAID 133.18 FEET; THENCE WESTERLY 300.8 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN # 17-33-306-009

COMMON ADDRESS: 3545 S. NORMAL, CHICAGO, IL. 60609

THAT WHEREAS Mortgagors, heretofore executed a certain Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest dated the 22th day of February, 1990 and recorded in the office of the Recorder of Cook County, Illinois, on March 7, 1990 as Document Numbers 90105209 & 90105210 conveying the previously described premises to Heritage Bank and Trust Company, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Borrowers dated February 22, 1990, payable in the sum of \$75,000.00 as therein provided.

AND WHEREAS SAID Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest securing said principal Promissory Note are valid and subsisting liens on the premises described therein.

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AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest 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 Note and Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest be and the same are hereby modified to show the 1st payment is due on the 1st day of May 1995, with the final payment, if no sooner paid, due on April 1, 1997. Payments of principal and interest in the amount of \$776.00 plus tax escrow monthly on the outstanding principal balance. Interest owing at the rate of 10.00% fixed per annum.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Note and Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest 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 and Assignment of Rents and Collateral Assignment of Beneficial Interest 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 or demand that all the rights and obligations under said Note & Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest as modified shall extend to and be binding on the successors and assigns of the parties hereto.

WITNESS the hand and seal mortgagors this day and year above written.

This agreement is executed by LaSalle National Bank as T/U/T #10-18140-02 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full 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 Note and Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest 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 LaSalle National Bank as T/U/T #10-18140-02 either individually, or as Trustee, or its successors

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Borrower: Temulac, Inc.

05/13/1995

*Edward Wolke*  
Edward Wolke, President

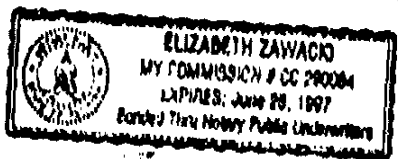
SEE NOTE 105001253 3/5/94  
DID NOT TAKE LABEL

State of Illinois)  
County of Cook )

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 Edward Wolke President of Temulac, Inc. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of April 1995



*Elizabeth Zawacki*  
Notary Public

ATTEST:

BY *[Signature]*

Assistant Secretary

BY *[Signature]*

First Vice President

STATE OF ILLINOIS)  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William N. Masterson of Heritage Bank, and John E. Leahy of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary and First 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 Vice President then and there acknowledged that he as custodian of the corporate seal

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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

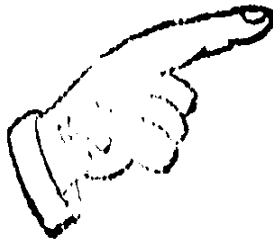
GIVEN under my hand and notarial seal, this 20th day of April 1995



*Janet Jo Smith*  
Notary Public

RETURN TO:

Heritage Bank  
12015 S. Western  
Blue Island, IL. 60406  
Attn: Lorraine Capparelli



COOK COUNTY  
RECORDER  
JESSE WHITE  
MARKHAM OFFICE

APR 20 1995

RECORDING	29.00
POSTAGE &	0.50
PREPARED BY	
SUBTOTAL	29.50
TOTAL	31.50
CHECK	31.50
CASH	2.00

00:00:00 00:00:00 15:50

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