95347550

· • 🔽

THIRD EXTENSION AND MODIFICATION AGREEMENT

thle Agreement entered into this 17th day of April, 1995, by and between Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, not personally but as Trustee under the provisions of a doed or deeds in trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated June 24, 1982, and known is Trust to. 1'814 as maker of: a Mortgage Installment Note dited October 2, 1989, in the principal amount of \$340,000.00 (the "Nohe"), and by and between Cole Taylor Bank as Successor Trustee to Marris Trust and Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said company in pursuance of a Trust Agreement dated June 24, 1982, and known is Trust No. 4/644 as maker of: Mortgage dated October 2, 1989, securing the Note and recorded with the Recorder of Daeds of Cook County on October 25, 1989, as Document No. 89507151 (the "Mortgage"); an Assignment of Rents dated October 2, 1989, securing the Note and recorded with the Recorder of Deeds of Cook County on October 25, 1989, as Document No 19507152 ()the "Assignment of Rents") and the Wink of Lincolnwood an owner and holder of the Note, Mortgage, and Angiqument of Rents.

WHEREAS, the parties hereto have amended the terms of the Note, Mortgage and Assignment of Rents pursuant to that derrain Extension Agreement dated October 20, 1994, and recorded with the Recorder of Deeds of Cook County on December 27, 1994, as Document No. 04079517 () he "Extension Agreement"), and

whereas, the parties hereto have further amended the terms of the Note, Mortgage and Assignment of Rents pursuant to that certain Second Extension Agreement dated February 20, 1995, and recorded with the Rocorder of Deeds of Cook County on April 5, 1995, as Document No. 95248384 (the "Second Extension Agreement"), and

29.00 per Dillah

95347550

WHEREAS, the parties hereto desire to further extend and amend the terms of the Note, Mortgage, and Assignment of Rents, covering the following described real estate:

Not 6 in the Assessor's Division of Block 22 in the Subdivision by the Commissioners of Illinois and Michigan Canal of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 62 East Chicago Avenue,
Chicago, Illinois
Tax I.D. #: 17-03-230-007

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration (the sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

- 1. The Note, having an outstanding principal balance of \$291,761.41 shall be repaid as follows: Interest rate shall be 9-3/4% per annum. Principal and interest shall be payable monthly in the amount of \$2,795.27 beginning on May 17, 1995, and on the 17th day of each month thereafter, and a final payment of interest and all outstanding principal, if not sooner paid in full, shall be due on April 17, 2000. After maturity (whether by acceleration or otherwise), the outstanding principal shall bear interest, at an annual rate of 12-3/4% until paid. Interest in all cases shall be computed on the basis of a 360-day year for the actual number of days elapsed.
- 2. The Undersigned may prepay the Note in whole, but not in part, provided that such prepayment to Note holder includes all outstanding charges, costs and accrued interest on the Note and the greater of (a) the remaining outstanding principal balance under the Note or (b) the sum of the remaining contractual payments of principal and interest under the Note discounted to a present value by using a rate of interest determined by adding 2% to the average yield to maturity on the date of prepayment of United States Treasury Bills and Notes maturing on the date closest to the Maturity Date of the Note. Notwithstanding the foregoing, Undersigned may prepay the Note to the extent of two (2) extra monthly payments, per month, non cumulative, applied in the reverse order of amortization, without penalty. No other partial prepayments shall be allowed.
- 3. Except as herein modified, all terms of the Note, Mortgage and Assignment of Rents shall remain in full force and effect.

COUNTY OF COOK	95347550
and for said County,	ndersigned , a Notary Public in In the state aforesald, DO HEREBY CERTIFY co . A.V.P. and
Linda L. Horch Cole Taylor Ba	eo , A.V.P. and er , Sr. Land Trust Admin. of nk , who are personally e same persons whose names are subscribed to
known to me to be the	e sime persons whose names are subscribed to ment is such —— A.V.P.
me this day in person delivered the said in and is the cree and s for the uses and puri	ment is such A.V.P. Administrator, respectively, appeared before and acknowledged that they signed and astrument as their own free and voluntary act voluntary act voluntary act forest therein set forth; and the said nistrator then and there acknowledged that
the said Sr. Lard T corporate seal of 94 Trustee to said inst	rust Administrator , as custodism of the of Trustee, did affix the seal of said rusent as said Sr. Land Trust Admown free and the free and the free and voluntary act of said Trustee
is aforestid, for the	war and purposes therein set forth.
GIVEN under May	my hand and Notarial Scal this 19thday of 1995.
	Notary Public
·	My Commission Expires:
STATE OF ILLINOIS)	My Commission Explican:
COUNTY OF C O O K)	
and for said County,	In the State aforegaid, DO HEREBY CURTURY, MALE OF BANK OF LINCOLNIOOD is to be the same person whose name is
subscribed to the for appeared before me in signed and delivered	person this day and acknowledged that he the said instrument as his own free and
GIVEN under (my hand and Notarial Scal this And day of 1995.
1	Notary Public
OFFICIAL SEAL SHEILA KILEPPER NOTARY PUBLIC, STATE OF ILLINO!	My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this Third Extension and Modification Agreement to be duly executed as of the date first above written.

BANK OF LINCOLMHOOD

FELLIK M. WOLNELD

V122 - 100

COOK COUNTY

Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, as Trustee as aforesaid and not personally.

Title Sr. Land/Trust Administrator

RECOLUTE SKOKIE OFFICE BANK OF LINCOLNWOOD COMMERCIAL LOAD DEST 4423 W. Town AVE. LINCOLUNDOD, IL 60646