

UNOFFICIAL COPY

Handwritten initials: JW, J/MAH

Property of Cook County Clerk
95374991

DEPT-01 RECORDING \$33.50
110004 TRAN 9447 06/09/95 08:52:00
11893 & L.F. #--95-574991
COOK COUNTY RECORDER

SUPPLEMENT AND EXTENSION TO TRUST DEED AND NOTE

This Supplement and Extension to Trust Deed and Note entered into this first day of January, 1995, between PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association (hereinafter referred to as "Mortgagee") and John H. Sauntry, married to Claire Anne Sauntry (hereinafter referred to as "Mortgagor") for the purpose of amending that certain Principal Note ("Note") made and delivered by the Mortgagor to the Mortgagee payable to PlainsBank of Illinois, N.A., formerly known as Des Plaines National Bank, a national banking association and dated December 15, 1986 for the principal sum of ONE HUNDRED NINETY TWO THOUSAND AND NO/100--DOLLARS (\$192,000.00) ("Note");

WITNESSETH

Payment of the Note is secured by a Trust Deed from the Mortgagor to Chicago Title and Trust Company, an Illinois corporation, ("Trustee") dated December 15, 1986 and recorded January 6, 1987 with the Cook County Recorder of Deeds as document 87 005777 in the County of Cook, State of Illinois; and Supplement and Extension to Trust Deed and Note dated January 1, 1992 and recorded January 25, 1993 with the Cook County Recorder of Deeds as document 93061004 in the County of Cook, State of Illinois, on the following described real estate:

(See Exhibit "A" attached hereto and made a part hereof.)

WHEREAS, Mortgagor is justly indebted to Mortgagee as of the date of this Agreement in the principal amount of \$165,649.03; and

WHEREAS, Mortgagee has agreed to supplement and extend the aforementioned Trust Deed and Note; and

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4-11-2011 10:00 AM

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WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Trust Deed held by Mortgagee is a valid and subsisting lien on the real property described in Exhibit "A":

NOW, THEREFORE, in consideration of the mutual covenants contained herein and upon the expressed condition that the lien of the aforesaid Trust Deed held by the Mortgagee is a valid and subsisting lien on the premises described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of Trust Deed and Note will not impair the lien of said Trust Deed and that it is understood that a breach of conditions of either of them, that this Agreement will not take effect and shall be void.

IT IS HEREBY AGREED, as follows:

1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in said Trust Deed to be performed by the Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Trust Deed.
3. It is further agreed, however, that the Note on which there is an outstanding principal balance of \$165,649.03 plus interest and which is due currently to be paid in full no later than January 1, 1995 shall be extended and shall mature on January 1, 1998. Said Note will bear interest from the date hereof at a rate of NINE PERCENT (9.00%) per annum. This Note is to be paid in installments as follows: ONE THOUSAND SEVEN HUNDRED TEN AND 98/100 DOLLARS---- (\$1,710.98) on the first day of February, 1995 and ONE THOUSAND SEVEN HUNDRED TEN AND 98/100 DOLLARS---- (\$1,710.98) on the first day of each month until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on January 1, 1998. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED. PLAINSBANK OF ILLINOIS, N.A. IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OWNED BY THE MORTGAGOR, OR THE MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN. All payments shall be made in lawful money of the United States at the office of PlainsBank of Illinois, N.A., 678 Lee Street, Des Plaines, Illinois 60016, or such other place that the holder may from time to time in writing appoint.

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IN SENATE, January 11, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, CONCERNING THE LANDS BELONGING TO THE STATE OF ILLINOIS, AND THE PROCEEDINGS OF THE LAND OFFICE DURING THE YEAR 1900.

CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS, 1901.

PRINTED BY THE STATE OF ILLINOIS, 1901.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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ALL PAYMENTS on account of the indebtedness evidenced by this extension shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. FIFTEEN (15) DAYS AFTER A PAYMENT IS DUE, PlainsBank of Illinois, N.A. shall be entitled to collect and the Borrower obligated to pay a late charge of five percent (5%) of the amount of the late payment.

4. Said Trust Deed and Note as supplemented and extended are subject to all the provisions contained in said Trust Deed and Note, and Mortgagor hereby specifically agrees to secure the performance of all the covenants, agreements and conditions contained in all the instruments pertaining to the repayment of said Note.
5. Mortgagor agrees that if a default is made in the payment of any principal and interest in the aforesaid Note, as supplemented and extended, when due or if there shall be any other breach or default of the terms, conditions and covenants of the Trust Deed and Note, then the entire principal balance, together with all interest accrued thereon, shall at the option of the Mortgagee become due and payable immediately without further notice.
6. All of the real property described in the aforementioned Trust Deed shall remain in all respects subject to the lien, charge and encumbrance of said Trust Deed and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by said Trust Deed except as expressly provided herein.
7. The word "Note" as used herein shall be construed to mean the Note and the Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
8. The original signed copy of this supplement, extension and modification may be recorded with the Recorder of Deeds in Cook County, state of Illinois. This supplement, extension and modification together with the original Trust Deed and Note shall constitute the terms and conditions of the Trust Deed and Note and be binding upon the Mortgagor and its successor and assigns.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have hereunto set their seal this first day of January, 1995.

THIS IS NOT HOMESTEAD PROPERTY!
THIS IS COMMERCIAL PROPERTY!

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IN SENATE
January 11, 1900

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1899

ALBANY, N. Y.:
J. B. WOODCOCK, PRINTERS,
1899.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN RESPONSE TO A
RESOLUTION PASSED BY THE SENATE, MAY 11, 1899, AND TO STATE THAT
THE SAME IS HEREBY REPRODUCED IN FULL.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN RESPONSE TO A
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RESOLUTION PASSED BY THE SENATE, MAY 11, 1899, AND TO STATE THAT
THE SAME IS HEREBY REPRODUCED IN FULL.

Property of Cook County Clerk's Office

1899

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PLAINSBANK OF ILLINOIS, N.A. F/K/A
DES PLAINES NATIONAL BANK

Margaret A. Higgins, ACP
BY: Margaret A. Higgins,
Assistant Vice President

John H. Sauntry
BY: John H. Sauntry

Cornelia Grunst
BY: Cornelia Grunst,
Vice President Corporate
Affairs and Communications

Consent Given By: Chicago Title and Trust Company, Trustee

Wanda Souders
BY: Wanda Souders, Trustee



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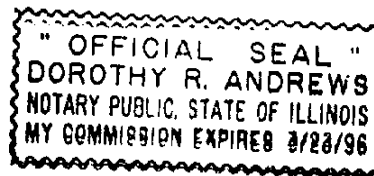
STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY, that John H. Sauntry, married to Claire Anne Sauntry, 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, A.D., 1995.

Dorothy R. Andrews
Notary Public



My commission expires: March 23, 1996

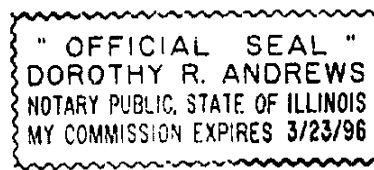
STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Margaret A. Higgins, Assistant Vice President, of PLAINSBANK OF ILLINOIS, N.A., and Cornelia Grunst, Vice President Corporate Affairs and Communications of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President Corporate Affairs and Communications, 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 Corporation then and there acknowledged that, as custodian of the corporate seal of said corporation, she did affix said corporate seal to said instrument as her 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 notarial seal this 15th day of May, A.D., 1995.

Dorothy R. Andrews
Notary Public



My commission expires: March 23, 1996

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EXHIBIT "A"

PARCEL 1: LOT 4 IN R. LATORIA INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

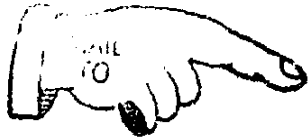
PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SHOWN ON THE PLAT OF R. LATORIA INDUSTRIAL SUBDIVISION AND AS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-184237.

PERMANENT TAX NUMBER: 15-04-203-037-0000

PROPERTY ADDRESS: 2955 Soffel Avenue
Melrose Park, Illinois 60160

This document prepared by: Kimberly A. Stephenson, 678 Lee Street, Des Plaines, Illinois 60016

MAILING INSTRUCTIONS: PLAINSBANK OF ILLINOIS, N.A.
COMMERCIAL BANKING DEPARTMENT
678 LEE STREET
DES PLAINES, ILLINOIS 60016



35374991
JAN 17 2000

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INVESTIGATION REPORT
STATE OF ILLINOIS
JANUARY 1991

REPORT OF THE
ATTORNEY GENERAL
ON THE

STATE OF ILLINOIS

STATE OF ILLINOIS

STATE OF ILLINOIS

Property of Cook County Clerk's Office

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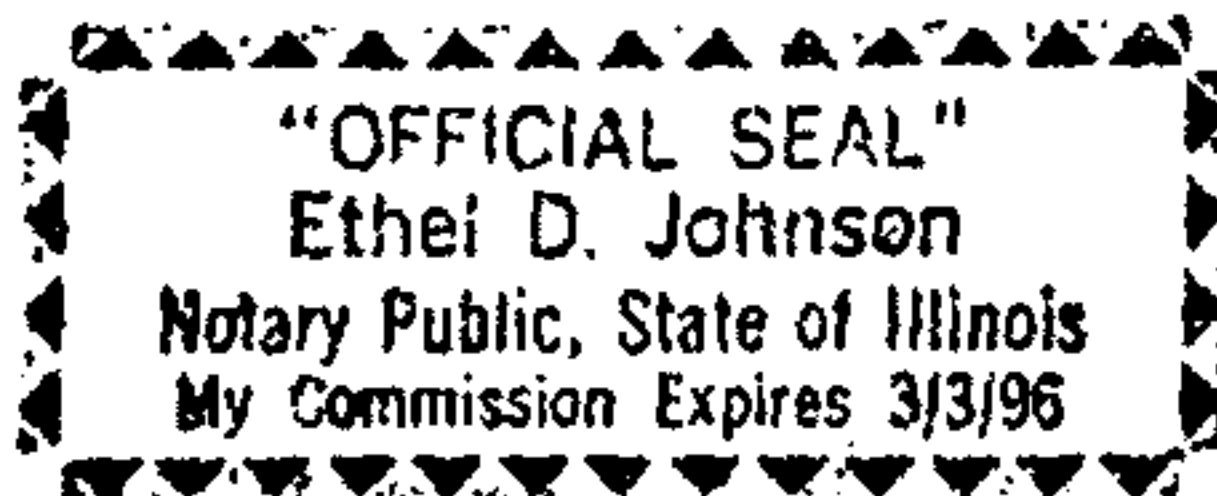
STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

9537-1991

Given under my hand and Notarial Seal

Date MAY 19 1995



Ethei D. Johnson
Notary Public