

# UNOFFICIAL COPY

95395807

DEPT-01 RECORDING	\$25.50
167777 TRAM 3615 04/20/95 09:47:00	
66940 \$ BK # 95-395807	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$22.00

## MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE made this 2nd day of April, 1995 by and among BANK OF LINCOLNWOOD, an Illinois corporation ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee under provisions of a Trust Agreement dated March 1, 1990 and known as Trust No. 110478-00, representing themselves to be the owners of the real estate hereinafter and in said deed described ("Debtor"), WITNESSETH:

WHEREAS, the Debtor has executed, as maker, that certain installment note dated April 2, 1990 in the principal amount of \$236,000.00 ("Note"), secured by a Mortgage to the Bank of Lincolnwood dated April 2, 1990 and recorded with the Recorder of Deeds of Cook County, Illinois on April 1, 1990 as Document No. 90148439 ("Mortgage"); and

WHEREAS, the outstanding principal balance of the Note as of the date hereof is \$231,264.80; and

WHEREAS, the parties hereby agree to modify and extend the terms and time of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Lot 30 in Block 1 in Stickel and Hufneyer's Addition to Lane Park, a Subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3616 N. Bosworth, Chicago, Il.  
Tax I.D.#: 14-20-119-038

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NOW THEREFORE, in consideration of the premises hereto, the parties have agreed as follows:

1. The Note and Mortgage are hereby modified and extended to provide that the remaining indebtedness shall be repaid as follows: \$2,071.07 on the 10th day of April, 1995, which payment includes interest at 10.00% per annum and \$2,071.07 per month on the 10th day of each and every month thereafter with a final payment of all unpaid principal and interest due on the 10th day of September, 1995, all such payments to include interest on the balance of principal remaining from time to time unpaid. All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal of each said installment, unless paid when due, shall bear interest after maturity at the rate of 15% per annum.

2. All terms of the Note and Mortgage shall remain in full force and effect.

THIS MODIFICATION AND EXTENSION AGREEMENT is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and

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22 P.F.

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authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said American National Bank and Trust Company of Chicago personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, such liability, if any, being expressly waived by Trustee and by every person now or hereinafter claiming any right to security hereunder, and that so far as American National Bank and Trust Company of Chicago personally is concerned, the legal holder of said Note and the owner of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company, not personally but as Trustee as aforesaid has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

American National Bank and Trust Company of Chicago, as Trustee as aforesaid and not personally

By [Signature]  
2ND Vice President

ATTEST [Signature]  
Trust Officer ASST SECT Y

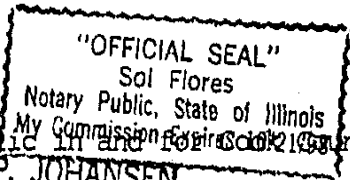
ACCEPTED BY  
BANK OF LINCOLNWOOD

By [Signature]  
Elizabeth A. Engle,  
Commercial Loan Officer

ATTEST [Signature]  
Patricia K. Pelz, VP & Cashier

95395807

STATE OF ILLINOIS )  
                                  ) ss  
COUNTY OF COOK )



I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO HEREBY CERTIFY that P. JOHANSEN 2ND Vice President of American National Bank and Trust Company of Chicago, and J. Michael Whelan, Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this MAY 16 1995 day of MAY 16 1995, 1995.

[Signature]  
Notary Public

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STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF COOK    )

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO HEREBY CERTIFY that Elizabeth A. Engle, Commercial Loan Officer of the BANK OF LINCOLNWOOD, and Patricia K. Pelz, Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth; and that said Vice President and Cashier did then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the corporate seal as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of May, 1995.

Sheila Klepper  
Notary Public



RETURN TO:  
Bank of Lincolnwood  
4433 W. Touhy Ave.  
Lincolnwood, IL 60646

Prepared By:  
Elizabeth A. Engle  
4433 W. Touhy Ave.  
Lincolnwood, IL 60646

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