#### LOAN MODIFICATION AND EXTENSION

THIS INDENTURE, made this 9th day of MAY, 1996, by and between LASALLE BANK NI, an Illinois Corporation, the owner of the mortgage or trust deed hereinafter described, and CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 11, 1990 AND KNIW) AS TRUST NUMBER 1095589, owner of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal note or notes in the sum of ONE HUNDRED FORTY TWO THOUSAND IT WE HUNDRED AND NO/100 (\$142,500.00) Dollars, dated MAY 15, 1990 secured by a trust deed in the nature of a mortgage recorded on MAY 22, 1990 in the office of the Recorder of Deeds of

Cook County, Illinois, as Document Number <u>LR3882774</u> conveying to LASALLE BANK LAKE VIEW now known as LASALLE BANK NI, certain real estate in Cook County, Illinois (escribed as follows:

96400363

DEPT-01 RECORDING

\$31.00

#### LEGAL DESCRIPTION

LOT 5 IN JOHN PREUSS' RESUBDIVISION OF LOCS 8, 9, 10, 11 AND 12 IN BLOCK 4 IN HITT, RUNYAN AND OTHERS' SUBDIVISION OF 39 ACRES IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MELIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER

13-26-414-031-0000

PROPERTY ADDRESS

2600 W. SAWYER, CHICAGO, IL

RETURN TO RECORDER'S BOX -

146

Prepared by and mail to: LaSalle Bank NI 3201 N. Ashland Chicago, IL 60657 Attn: Ruth Yunker

Property of Courts Clark's Office

- 2. The amount remaining unpaid on the indebtedness is ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED FIFTY ONE AND 54/100 (\$132,351.54) Dollars.
- Said remaining indebtedness of <u>ONE HUNDRED THIRTY TWO</u> THOUSAND THREE HUNDRED FIFTY ONE AND 54/100 (\$132,351.54) and interest on the balance of principal remaining from time to time unpaid at the rate of EIGHT AND SIX ONE HUNDREDTHS per cent (8.06%) per annum shall be paid in installments as follows: \$1,111.99 on the 15TH day of JUNE, 1996 and \$1,111.99 on the 15TH day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid, shall be due on the 15TH day of MAY, All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal provided that the principal of each installment not paid when due shall bear interest after maturity at the rate of 10.06 per cent per annum. The owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided as hereby extended 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 can not 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 said principal note or notes made from time to time in writing appoint, and in default of such appointment, then at the office of LASALLE BANK NI, 3201 N. Ashland Avenue, Chicago, Illinois 60657.
- 4. Privilege is reserved by the Maker to prepay the entire unpaid principal balance with accrued interest thereon to date of payment on any installment date upon giving thirty (30) days written notice to the holder hereof of the intention to make such prepayment, if at the time of said prepayment:
- 1. The yield on a United States Treasury Bond with the closest matching maturity to the maturity date of this loan is the same as or greater than the interest rate on this loan, there is no prepayment premium.
- 2. The yield on said Bond is less than the interest rate on the subject loan, the prepayment premium will be calculated as follows:
  - a. Multiplying the principal balance at the time of prepayment by the difference between the interest percentage rate on this loan and the yield on the United States Treasury Bond with the closest matching maturity to the maturity date of this loan; then
  - b. Dividing the figure obtained in (a) by 12, then

Property of Cook County Clark's Office

c. Multiplying the figure obtained in (b) by the number of months remaining until the maturity date of this loan.

No prepayment premium will be applicable to any amounts due at maturity, provided that where the maturity shall have been accelerated for default, the above prepayment premium shall be charged if permitted by law, except that Borrower shall have the right to prepay the outstanding indebtedness on this loan at par during the last six (6) months of the loan term.

- 5 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 that the Owner shall continue for 15 days after written notice thereof, then 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 due and payable in the same manner as if said extension had not been granted.
- 6. The holder hereof may collect and the makers hereof agree to pay a delinquency and collection charge on each instalment in default for a region of not less than 15 days in amount not exceeding 5% of the instalment. The amount of the instalment shall include, in addition to principal and interest, all other sums required to be paid or permitted to be collected by the terms of the Trust Deed securing this Note. It is agreed that such delinquency and collection charge is to reimburse the holder for the additional costs incurred by reason of the maker's delinquency.
- This agreement is supplementary to said mortgage or trust deed. All 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 note 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.

Property of Coop County Clerk's Office

TO PRODUCE TO SERVE

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

ACCEPTED:	
	CAGO TITLE & TRUST COMPANY
an Illinois Corporation	As Trustee aforesaid:
$\Lambda$ $\Lambda$ $\Lambda$	SEE ATTACHED EXCULPATORY
BY: Ani V Struck	BY: CLAUSE FOR SIGNATURE
Vice President	BY: CLAUSE FOR SIGNATURE
11.	· · · · · ·
ATTEST: 1 June 1	ATTEST:
LOZN Officer	112:
/x.	
STATE OF ILLINOIS	
) ss	
COUNTY OF COOK	•
I, a Notary Public in and for	r anid County in the State
aforesaid, DO HEREBY CERTIFY that	. Said Councy, in the State
, Assistant Vice Prioider	nt of
andandsaid Bank, who are personally know	m to me to be the same person
whose names are subscribed to the inregoing instrument as such Assistant Vice President and Trust Officer, respectively,	
Assistant vice President and Trust appeared before me this day in per	
Trust Officer, as custodian of the	
did affix the corporate seal of sa	
said Trust Officer's own free and	voluntary act and as the free
and voluntary act of said Bank, as	
ises and purposes therein set fort	in.
GIVEN under my hand and Notar	day of
givan under my hand and notar , 1996.	Tat Seal Chis day of
	U <sub>S</sub> c.
Notary Public	

Probery of Cook County Clerk's Office

# PAYOUNST.

#### **UNOFFICIAL COPY**

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER ATTACHED TO THAT LOAN MODIFICATION AND EXTENSION TRUST #\_1095589 May\_9. TO/WITH \_\_ <u>LASALLE BANK NI</u>

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of sald Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conterred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said frustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be righted by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE May 13, 1996

SUPPORT OF THE STATE OF THE STA CORPORATE porate Seal SEAL

COUNTY OF COOK

The Chicago Trust Company, as Trustee aforesaid and not personally,

Collni By:

Attest Assistant Secretary

I, the undersigned, a Notary Public in, and for the County and State aforesaid, DO HE REB / CERTIFY, that the above named Assistant Vice Prastitent and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the sarde persons whose names are subscribed to the foregoing instrument as such Assistant Vice Presklen 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.

SS.

"OFFICIAL SEAL" CAROLYN PAMPENELLA Notary Public, State of Illinois My Coromic 19/4/99

Notarial Seal

C WIFWINGOWPDOCS FOR EXCULP LTR

Given under my hand and Notarial Seal this 13th day

repruella

Property or Coot County Clert's Office

THE PARTY OF THE P

STATE OF ILLINOIS SS COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that TONI G. STANEK, Vice President of LaSalle Bank NI, and TREVOR B. CAIN Loan Officer of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Loan Officer, 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 the said Corporation, for the uses and purposes therein set forth. ada

GIVEN inter my hand and Notarial Seal this

of County Clark's Office actions and action of the country Clark's Office actions and action of the country Clark's Office action of the country Clark's Office

\_ day of

Otoperity of Coot County Clerit's Office