

UNOFFICIAL COPY

Mortgage Extension and Modification Agreement

96020024

Loan No. 345491

UP732267MC7

DEPT-01 RECORDING \$23.00
T#0010 TRAN 3775 01/09/96 12:56:00
#4173 # CJ *-96-020024
COOK COUNTY RECORDER

This Agreement made this

15th day of

December, 1995

by and between the McHenry State Bank, a banking corporation organized

and existing under the laws of the State of Illinois, party of the first part, and

Robert A. Farina and Diane L. Farina of the City of _____, part

of the second part, WITNESSETH:

WHEREAS, the part _____ of the second part have/has heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date March 24, 1995 which

Mortgage is recorded in the Office of the Register of Deeds for Cook County, State of Illinois AS DOCUMENT NO. 95315986

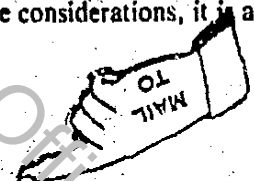
for _____ which Mortgage is made a part hereof by reference and the same is now due and payable.

WHEREAS, the part _____ of the second part is/are unable to make payment in full of the amount due said party of the first part under said mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the part _____ of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

(1) MATURITY DATE SHALL BE EXTENDED TO MAY 24, 1996

Pin #03-04-406-017 & #09-30-126-012



RETURN TO
LAND TITLE GROUP
Box 45

(2) That, notwithstanding the foregoing provisions or anything to the contrary contained in said mortgage, if the part _____ of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.

(3) That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.

(4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then in such event, this agreement shall be void and of no effect.

23rd of

96020024

UNOFFICIAL COPY

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto,

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by

Asst. its Vice President and its corporate seal hereunto affixed on the 15th day of December
Title of Officer

1995, and on the same day the part _____ of the second part has/have hereunto set my hand and seal

In presence of: McHENRY STATE BANK

Ann Eklaus
Dei Erbenwick

By Betsy A. Moehling
Its Asst. Vice President
Title of Officer
Robert A. Farina (L.S.)
Diane L. Farina (L.S.)

This Document Prepared By:
LINDA VANEVERY
McHenry State Bank
P. O. Box 333
McHenry, Illinois 60050

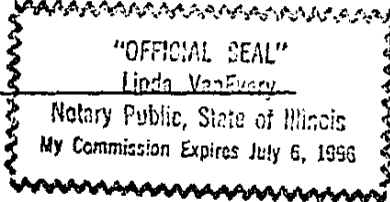
STATE OF Illinois }
County of Cook } ss:

On this 15th day of December, 1995, before me, personally appeared

Betsy A. Moehling, to me personally known, who being sworn did say that she is the

Asst. Vice President of the McHenry State Bank, the corporation named in and which executed the within instrument, and that she executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared Robert A. Farina and Diane L. Farina to me known as the part of the second part, described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.



[Signature]
Notary Public

My Commission Expires _____

Lot 214 in Hollywood Ridge Unit 5, being a Resubdivision in Section 3 and Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

96020024