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. DEPT-01 RECORDING 431.50
. T#0001 TRAN 2683 02/21/96 14:53:06
. 48614 JIM *-96-134666
. COOK COUNTY RECORDER

EXTENSION AND MODIFICATION AGREEMENT

566195-22133

THIS AGREEMENT made this 2nd day of December, 1995 by and between FIRST UNITED BANK, an Illinois Corporation as Trustee under Trust Agreement dated May 26, 1995 and known as Trust 1726 herein referred to as "Trustee", and FIRST UNITED BANK owner and holder of the note secured by the following mortgage:

WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain Mortgage and Assignment of Rents dated the 2nd day of June, 1995, and recorded in the Office of the Recorder of Cook County, Illinois as Document Numbers 95423758 and 95423759 on June 30, 1995 conveying the following described premises * to FIRST UNITED BANK, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Trustee dated June 2, 1995 payable in the sum of One Million and 00/100 Dollars (\$1,000,000.00) herein provided:

The North 199.21 feet of the West 193.66 feet of Lot 1 in the Plat of Consolidation of Lots 1, 2 and 3 in Earl J. Clapp's Subdivision in the Southwest 1/4 of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 24-07-307-012-0000

Common Address: Northeast corner of 103rd Street and Harlem Avenue
Chicago Ridge, IL.

* Also secured by an Assignment of Beneficial Interest in First United Bank Land Trust No. 1726.

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Page II

First United Bank, Trust 1726

AND WHEREAS said mortgage securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and Mortgage, and to an Extension of the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said Mortgage be and the same is hereby modified to show: interest payment due monthly, commencing January 2, 1996 with remaining interest and principal due, if not sooner paid, March 2, 1996 all at the rate of 1% over the floating daily base interest rate of First United Bank, with any and all renewals as permitted by First United Bank.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said note and mortgage shall remain uncharged and in full force and effect for and during said extended period except only as herein specifically due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said Mortgage as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice of demand; that all the rights and obligations under said mortgage as modified shall extend to and be binding on the successor and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by FIRST UNITED BANK, an Illinois Corporation not personally, but as Trustee as aforesaid, in the exercise of power and authority to execute this instrument and that nothing herein, or in said Note contained shall be construed as creating any liability on said FIRST UNITED BANK, an Illinois Corporation either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as FIRST UNITED BANK an Illinois Corporation, either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said FIRST UNITED BANK, an Illinois Corporation.

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Page III
Trust No. 1726

DATED at Frankfort, Illinois, this
2nd day of December, 1995.

Consent to Modification:

Eric M. Reishus
Eric M. Reishus

FIRST UNITED BANK
Illinois Corporation, as Trustee as aforesaid
and not personally,

BY: *W. Anthony Kopp*
ATTEST:

BY: *Nancy J. Caliendo*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
COOK *DUBAGE*

I, the undersigned, a Notary Public, in and for said County, In the State aforesaid, DO HEREBY CERTIFY, that W. Anthony Kopp of FIRST UNITED BANK, an Illinois Corporation and Nancy J. Caliendo of said Bank, who to the foregoing instrument as such Sr. 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 voluntay act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he is custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, As Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my and notarial seal, this 2nd day of December, 1995.

Mary R. Sharot
Notary Public

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Page IV
Trust No. 1726

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

DUPAGE

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Eric M. Reishus appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal, this ~~2nd~~^{30th} day of ~~December~~^{January} 1995.

Linda A. Kalal

Notary Public

" OFFICIAL SEAL "
LINDA A. KALAL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/13/96

THIS INSTRUMENT PREPARED BY
AND MAIL TO:

FIRST UNITED BANK
7626 W. Lincoln Highway
Frankfort, IL 60423
(G. Cotrano)



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Property of Cook County Clerk's Office