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96231550

Prepared by and Mail to:
U.S. Bank, An Illinois Banking Corp.
16255 S. Harlem Avenue
Tinley Park, Illinois 60477

. DEPT-01 RECORDING \$25.50
. T#0003 TRAN #874 03/27/96 11:40:00
. #6331 #LM #--96-231550
. COOK COUNTY RECORDER



MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 1st day of February, 19 96 between U.S BANK, AN ILLINOIS BANKING CORPORATION, SUCCESSOR BANK TO TINLEY PARK BANK, AN ILLINOIS BANKING CORPORATION hereinafter called Bank, and James L. Foster and Joann A. Foster the Obligor(s) under the Note and the Owner(s) of the property securing the same, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of ONE HUNDRED THOUSAND AND 00/100THS (\$ 100,000.00) DOLLARS, dated January 7, 1994, secured either in whole or in part by Mortgage(s) recorded as Document No. (s) 94051347 covering property as described below:

Parcel 1:

The North 250.0 feet of Lots 7 and 8 taken as a tract, (except the west 200.0 feet thereof) in Block 1, in Grover C. Elmore and Company's Central Avenue Farms, being a subdivision in the North Fractional Northwest 1/4, North of the Indian Boundary Line in Section 33, Township 36 North, Range 13, East of the Third Principal Meridian, recorded as document no. 14026201, on April 2, 1947, in Cook County, Illinois. PIN # 28-33-104-024

Parcel 2:

The East 100.0 feet of the West 200.0 feet of the North 250.0 feet of lots 7 and 8 taken as a tract, in block 1, in Grover C. Elmore and Company's Central Avenue farms, being a subdivision in the North fractional Northwest 1/4, North of the Indian Boundary line in Section 33, Township 36 North, Range 13, East of the Third Principal Meridian, recorded as document no. 14026201, on April 2, 1947, in Cook County, Illinois. PIN # 28-33-104-023

Common Address: Lots 7 & 8 approximately 175th Street, Tinley Park, Illinois

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the parties hereto agree as follows:

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- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from FEBRUARY 1, 1996 to FEBRUARY 1, 1997.
- (X) As of the date hereof, the amount of the principal indebtedness is SEVENTY ONE THOUSAND TWO HUNDRED SEVENTY EIGHT AND 08/100THS (\$71,278.08) DOLLARS.
- (X) The rate of interest charged under the Note is hereby de creased from Ten percent (10.00%) per annum to Nine percent (9.00%).
- () The rate of interest charged under the Note is hereby creased from percent (%) per annum in excess of the Prime Rate of the Bank to percent (%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than percent (%) per annum. The default rate of interest shall be creased by a like amount.
- (X) The installments of principal and interest shall be changed beginning March 1, 1996, to a payment of SEVEN HUNDRED SEVENTY SIX AND 70/100 (\$776.70) DOLLARS, and a like payment on the 1st day of each and every month thereafter, except that all sums due, if not paid sooner, shall be due and payable on February 1, 1997.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
U.S. BANK, AN ILLINOIS BANKING CORP.

William Ber
William Ber, Asst. V.P.

SECOND PARTY:

James L. Foster
James L. Foster
JoAnn A. Foster
JoAnn A. Foster

Consented to by Guarantors:

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