96231550

DEPT-01 RECORDING

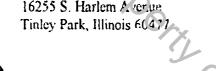
\$25.50

. T#0003 TRAN 4874 03/27/96 11:40:00

\$6331 \$ LM *-96-231550

COOK COUNTY RECORDER

Prepared by and Mail to.
U.S. Bank, An Il'incis Banking Corp.
16255 S. Harlem Averue
Tinley Park, Illinois 60477



MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this <u>lst</u> day of <u>February</u>, 19 <u>96</u> between U.S BANK, AN ILLINGIS BANKING CORPORATION, SUCCESSOR BANK TO TINLEY PARK BANK, AN ILLINOIS BANKING CORPORATION hereuniter called Bank, and <u>James L. Foster and Joann A. Foster</u> 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 <u>ONE HUNDRED</u>

THOUSAND AND 00/100THS (\$ 100,000,00) DOLLARS, dated <u>January 7, 1994</u>, secured either in whole or in part by Mortgage(s) recorded as Document No. (s) <u>94051347</u> 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 thereal) 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 # 28-35-101-024

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:

(Modfostr.doc)

25.5067

Proberty of Cook County Clark's Office

96231770

UNOFFICIAL COPY

(X)	from <u>FEBRUARY 1, 1996</u> to <u>FEBRUARY 1, 1997</u> .		
(X)	As of the date hereof, the amount of the principal indebtedness is <u>SEVENTY ONE</u> . THOUSAND TWO HUNDRED SEVENTY EIGHT AND 08/100THS (\$71,278.08)		
	DOLLARS.		
(X)	The rate of interest charged under the Note is hereby <u>de</u> creased from <u>Ten</u> percent (<u>10.00</u> %) per annum to <u>Nine</u> percent (<u>9.00</u> %).		
()	The rate of interest charged under the Note is herebycreased 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.		
debt of a In all o	warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting the Obliger and in all respects free from all deterses, both in law and equity. other respects, the Note hereinbefore described and all mortgages, documents and/or ents 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.	My Williams Williams and Market and Sea and Se		
BANK:	SECOND PARTY:		
	MK, AN ILLINOH BANKING CORP.		
William	Ber, Asst. V.P. James L. Foster JoAnn A. Foster		
Consent	red to by Guarantors:		

(Modfost2.doc:Modfostr.doc)

Property of Cook County Clerk's Office

STATE OF ILLINOIS J COUNTY OF COOK	ss LENDER			
I, THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named WILLIAM BER, ASSISTANT VICE PRESIDENT personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth. Given under my hand and notarial seal this IST day of FEBRUARY , 1996				
Notary Public				
STATE OF ILLINOIS COUNTY OF COOK J	ss individuals	OFFICIAL SEAL JOANNE M NESCI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 00/12/90		
1. THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above ramed <u>james L. Foster and Joann A. Foster</u> personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this <u>IST</u> day of <u>FEBRUARY</u> , 1996.				

(Modfost2.doc:Modfostr.doc)

OFFICIAL SEAL JOANNE M NESCI

Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:00/12/99

Property of Cook County Clerk's Office