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-96-324388

Prepared by and after recording
return to:

Elizabeth A. Engle
Bank of Lincolnwood
4433 W. Touhy Ave
Lincolnwood, Il. 60646

DEPT-01 RECORDING \$29.50
T#0015 TRAN 2977 04/30/96 14:56:00
#8536 # DW *-96-324388
WALK ONLINE NETWORK

MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE made as of the 1st day of March, 1996, among **BANK OF LINCOLNWOOD** ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and Edward Kaplan, Tammy Kaplan, his wife and **DEVON BANK**, not personally but as Trustee under a Trust Agreement dated March 7, 1994, and known as Trust No. 6102, representing itself to be the owners of the real estate hereinafter described (collectively, the "Debtor"), WITNESSETH:

WHEREAS, the Debtor has executed, as maker, that certain mortgage installment note dated May 31, 1995 in the principal amount of \$500,000.00 ("Note"), secured by a Mortgage to the Bank of Lincolnwood dated May 31, 1995 and recorded with the Recorder of Deeds of Cook County, Illinois on June 2, 1995 as Document No. 95357771 ("Mortgage"); and

WHEREAS, the outstanding principal balance of the Note as of the date hereof is \$323,408.19; and

WHEREAS, the parties hereby agree to modify and extend the terms and time of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Lots 24, 25 and 26 in Block 6 in Krenn and Dato's Devonshire Manor, being a Subdivision of the South 1/2 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook Count, Illinois.

Commonly known as: 9116 Kenneth Ave., Skokie, IL
Tax I.D.#: 10-15-306-024 & 025 & 026

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NOW THEREFORE, in consideration of the premises hereto, the parties have agreed as follows:

1. The Note and Mortgage are hereby modified and extended to provide that the outstanding principal balance shall be repaid as follows: monthly installments of interest only, at a rate equal to 1/2% in excess of the Prime Rate at Bank of Lincolnwood, commencing April 1, 1996 and on the 1st day of each month thereafter, with the entire remaining principal balance and accrued interest being due and payable on July 1, 1996. All such payments on account of the indebtedness evidenced by the Note shall be first applied to fees and expenses, then to interest on the unpaid principal balance and the remainder to principal.

2. Except as specifically modified herein, all terms of the Note, Mortgage, Construction Loan Credit Agreement and any and all documents executed in connection therewith or as part of the foregoing shall remain in full force and effect.

THIS MODIFICATION AND EXTENSION AGREEMENT is executed by DEVON BANK, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said DEVON BANK hereby ^{as Guarantors} warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said DEVON BANK personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, such liability, if any, being expressly waived by Trustee and by every person now or hereinafter claiming any right to security hereunder, and that so far as DEVON BANK personally is concerned, the legal holder of said Note and the owner of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and seals to this Agreement as of the day and year first above written.

DEVON BANK, as Trustee as aforesaid and not personally.

X Edward Kaplan
Edward Kaplan, an individual

X Tammy Kaplan
Tammy Kaplan, an individual

By Andrew H. Doherty
Its: **ANDREW H. DOHERTY**
TRUST OFFICER
Attest John R. Griffith
Its: **JOHN R. GRIFFITH**
VICE PRESIDENT

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Accepted By
Bank of Lincolnwood

By *Elizabeth A. Engle*
Elizabeth A. Engle
Commercial Loan Officer

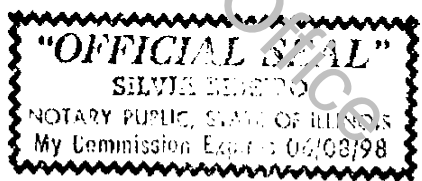
Attest: *Patricia K. Pelz*
Patricia K. Pelz
Vice President & Cashier

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO
HEREBY CERTIFY that ANDREW H. DOBZYN, TRUST OFFICER
and JOHN R. GRIFFITH, VICE PRESIDENT of DEVON BANK, appeared
before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act of said Bank, as Trustee, for the uses and
purposes therein set forth; and the said _____ did also then and there
acknowledge that he, as custodian of the corporate seal of said Bank, did affix the
corporate seal as the free and voluntary act of said Bank, as Trustee, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4TH day of April, 1996.

Silvia Rebeiro
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO
HEREBY CERTIFY that Edward Kaplan and Tammy Kaplan, his wife, 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 and delivered

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said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of March, 1996.

Sheila Klepper
Notary Public



STATE OF ILLINOIS)

(JS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for Cook County in the State of Illinois, DO HEREBY CERTIFY that Elizabeth A. Engle, Commercial Loan Officer of the BANK OF LINCOLNWOOD, and Patricia K. Pelz, Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth; and that said Vice President and Cashier did then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the corporate seal as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of April, 1996.

Sheila Klepper
Notary Public



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