

Property

LOAN NUMBER: 72579-1

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1ST day of NOVEMBER, 1997, by and between PINNACLE BANK, successor by merger to Suburban Trust & Savings Bank, A Corporation of Illinois the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and, PINNACLE BANK, Successor Trustee to Suburban Trust & Savings Bank Trust Number 4169 under Trust Agreement dated 8th day of August 1988, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

WITNESS MY HAND AND SEAL OF OFFICE THIS 11th day of November 1997. 519549

WITNESSETH:

The parties hereby agree to extend or modify the term of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of One Hundred Twenty Thousand Six Hundred Dollars & 00/100 (\$120,600.00) dated 10/20/92 (the "Note") secured by a mortgage or trust deed in the nature of a trust deed and Assignment of Rents, recorded 10/26/92 in the office of the Recorder of Deeds, Cook County, Illinois, as Document Number 92-792959, and Document Number 92-792960, and conveying to Pinnacle Bank, Successor by Merger to Suburban Trust and Savings Bank, a Corporation of Illinois, to certain real estate in Cook County, Illinois and described per the attached "exhibit A", as follows:

SEE ATTACHED EXHIBIT "A"

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Officer Initials:	<u>AW</u>
Approval:	<u>[Signature]</u>
Documentation Review:	<u>[Signature]</u>
Note Services:	
Date Entry:	<u>[Signature]</u>
Verifications:	

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1. The amount remaining unpaid on the indebtedness is \$114,898.38 (the "Indebtedness").
2. The maturity on the Note and Mortgage is extended from 11/01/97 to 11/01/98.
3. The interest charged on the Note is 8.00% per annum. In consideration of the extension granted thereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

a: \$114,898.38 at the rate of 8.75% per annum on the basis of a year consisting of 360 days.

b: and the entire principal sum and interest from 11/01/97 shall be payable as follows:

Installments of principal and interest in the amount of Nine Hundred Forty Four Dollars and 63/100 (\$944.63) beginning on the 1st day of December and the 1st day of each month thereafter for the next 10 consecutive months and a final payment of the remaining principal and interest balance due and payable on 11/01/98.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 11.75% per annum.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECEIVED BY THE NOTE HOLDER WITHIN 15 DAYS AFTER THE INSTALLMENT IS DUE.

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Mortgage or Trust Deed, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

PINNACLE BANK, SUCCESSOR BY MERGER WITH SUBURBAN TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 08/08/88 AND KNOWN AS TRUST NUMBER 4169 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID.

BY: [Signature]  
ITS: Vice President

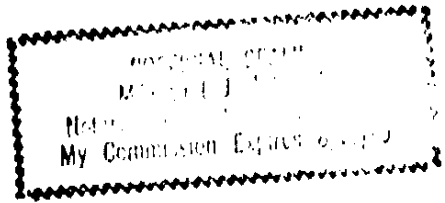
ATTEST: [Signature]  
ITS: SECRETARY

STATE OF ILLINOIS  
COUNTY OF COOK

I, Maureen Ludwick a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wm Portillo, Vice President of PINNACLE BANK and Richard Probst, SECRETARY, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said SECRETARY as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said SECRETARY own free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under hand and Notarial Seal this 31st day of October, 1997.

[Signature]  
NOTARY PUBLIC



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EXHIBIT "A"

THE SOUTH 14 FEET OF LOT 8 AND THE NORTH 18 FEET OF LOT 9 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.: 15-13-425-007

PROPERTY ADDRESS: 1017 SOUTH CIRCLE AVENUE  
FOREST PARK, ILLINOIS 60130



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PINNACLE BANK, Successor by Merger to  
Suburban Trust and Savings Bank,  
a Corporation of Illinois

Accepted By:

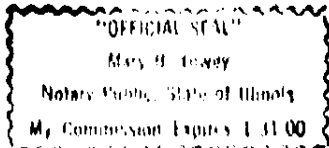
Lorraine Winkler  
Lorraine Winkler, Asst. Vice President

STATE OF ILLINOIS  
COUNTY OF COOK

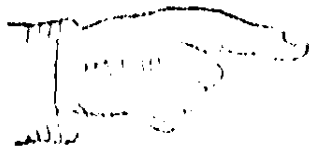
I, MARY B. TOWLEY, a Notary Public in and  
for the said County in the State aforesaid, DO HEREBY CERTIFY THAT  
Lorraine Winkler appeared before me this day in person and  
acknowledged that she signed and delivered the said instrument as  
her own free and voluntary act.

Given under my hand and Notary Seal this 11<sup>th</sup> day  
of NOVEMBER, 1997

Mary B. Towley  
NOTARY PUBLIC



NOTARY SEAL



Mary B. Towley  
5115 Shawwood  
Logansport, IL 60455

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