

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$25.50  
T#0003 TRAM 3285 02/05/97 09:23:00  
#4601 # YP #-97-082746  
COOK COUNTY RECORDER

L# 502130 07277

## EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of November, 1996 by and between FIRST UNITED BANK, an Illinois banking corporation as Trustee under Trust Agreement dated October 13, 1987 and known as Trust 1444 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 22nd day of October, 1993, and recorded in the Office of the Recorder of Cook County, Illinois as Document Number 93-863152 & 93-863153 on October 26, 1993 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 October 22, 1993, payable in the sum of Fifty-Two Thousand and no/100-(\$52,000.00)\* as therein provided:

\* The principal amount of said Mortgage and Note have been reduced to the amount of Forty-Six Thousand Thirty-Four and 39/100 (\$46,034.39)

Lot 2 in Block 29 in Village of Matteson, being in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 31-23-305-019

PROPERTY ADDRESS: 21342 Main Street, Matteson, IL 60443

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

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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 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: Principal and interest payments in the amount of Five Hundred Thirty and 39/100 (\$530.39) will be due monthly, commencing December 1, 1996 with the remaining principal and interest payment, if not soon paid, due at maturity November 1, 1999 all at a rate of 9.25% with any and all renewals as permitted by the First United Bank.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Mortgage shall remain unchanged 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.

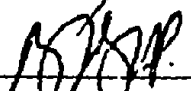
This Agreement is executed by FIRST UNITED BANK, an Illinois banking corporation, not personally, but as Trustee as aforesaid, in the exercise of power and authority to execute this instrument and that holding herein, or is said Note contained shall be construed as creating any liability on said FIRST UNITED BANK, an Illinois banking 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 banking corporation, either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or 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 banking corporation.

DATED this 1st day of November, 1996.

FIRST UNITED BANK, as Trustee,  
as aforesaid, and not personally.

BY:   
W. Anthony Kopp, Senior Vice President

ATTEST:

  
Robert J. Kennedy, Vice President

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STATE OF ILLINOIS)  
  ) SS  
COUNTY OF ~~WHEELING~~ )  
  Cook

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 Robert J. Kennedy of said Bank, who to the foregoing instrument as such Senior Vice President and Vice President 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 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 Senior Vice President then and there acknowledged that he as 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 notarial seal this 1st day of November, 1996.

Rosella Sharples  
Notary Public

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"OFFICIAL SEAL"  
Rosella Sharples  
Notary Public, State of Illinois  
My Commission Expires 03-14-98  
~~~~~

THIS INSTRUMENT PREPARED BY  
AND MAIL TO:

First United Bank  
700 Exchange Street  
P.O. Box 400  
Crete, IL 60417

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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