Michael J. Chip LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, IL 50641

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DEPT-01 RECORDING T#0012 TRAN 4006 02/11/97 12:25:00 #1481 + CG #-97-097985 COOK COUNTY RECURDER

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MODIFICATION AND EXTENSION TO PROMISSORY NOTE, HORTGAGE, AND ASSIGNMENT OF RENTS AND LEASES

This Modification and Extersion to Promissory Note, Mortgage, and Assignment of Rents and Leages entered into this 1st day of February 1997, by and between Vladizir Koyfman and Sofia Koyfman (hereinafter referred to as "Mor(90gor") and LaSalle Northwest National Bank (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is a party to a Note dated June 22, 1992 in the principal amount of \$720,000.00 (the "Promissory Note") in favor of LaSalle Northwest National Bank (the "Bank") (which Promissory Note is secured by the Mortgage dated June 22, 1992 (the Mortgage") which was recorded on July 20, 1992 as Document No. 92531646 in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Promissory Note, Mortgagor executed an Assignment of Rents and Leases dated June 22, 1992 which was recorded on July 20, 1992 as Document No. 92531647 in the County of Cook, State of

WHEREAS, the principal amount of \$677,619.18 remains unpaid as of the date hereof on the Note; and

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WHEREAS, Mortgagee has agreed to modify and extend the aforementioned Promissory Note, Mortgage and Assignment of Rents and Leases on the terms and conditions as set forth herein;

WHEREAS, Mortgagor recognizes and affirms that the lien of the aforesaid Mortgage and Assignment of Rents and Leases is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained Lerein and upon the express condition that the lien of the Promisery Note, Mortgage, and Assignment of Rents and Leases is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Modification and extension of the Promissory Note, Mortgage, and Assignment of Rents and Leases, will not impair the lien of said Mortgage and Assignment of Rents and Leases and that it is understood that upon a breach of said conditions or either of them, that this Agreement will rot take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. The Mortgagor hereby covenants, promises and agrees to perform each and all of the covenants, agreements and soligations contained in the Fromissory Note, Mortgage, and Assignment of Rents and Leases to be performed by Mortgagor therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Assignment of Rents and Leases.
- 3. IT IS FURTHER AGREED, HOWEVER, that the Promissory Note, Mortgage, and Assignment of Rents and Leases on which there is an outstanding balance of \$677,619.18 and which is due currently to be paid in full no later than July 1, 1997 shall be modified and extended as follows:
- a.) The current principal balance shall be increased by \$12,380.82 to total \$690,000.00;
- b.) The maturity date will change to mature on February 1,
- c.) The interest rate will change to an annum rate of Eight and twenty five hundredths (8.25%) percent.

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- d.) The monthly principal and interest payments will be changed to \$5,879.00 and payable monthly on the 1st day of each month commencing on March 1, 1997, with a final payment of all unpaid principal and interest due and payable on the 1st day of February, 2007. All payments shall be made in lawful money of the United States at the offices of LASALLE MORTHWEST MATIONAL BANK, 4747 West Irving Park Road, Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.
- 4. Said Promissory Note, Mortgage, and Assignment of Rents and Leases as modified and extended is subject to all the provisions contained in said Promissory Note, Mortgage, and Assignment of Rents and Leases and Mortgagor specifically agrees, recognized and affirms the Promissory Note, Mortgage, and Assignment of Rents and Leases are modified and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.
- 5. Mortgago: agrees that if a default is made in the payment of any principal or interest in the Note as modified and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Promissory Note, Mortgage, and Assignment of Rence and Leases, and any Guaranty or other instrument securing repayment of the Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Mortgages, as holder of the Note, become due and payable immediately without forther notice.
 - 6. All the real property described in the Mortgage and Assignment of Rents and Leases shall remain in ell respects subject to the lien, charge and encumbrance of the Mortgage and Assignment of Rents and Leases and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Mortgage except as expressly provided herein.
 - 7. The term "Promissory Note" as used herein shall be construed to mean the Promissory Note and the Promissory Note as extended, and modified herein or by any other instrument evidencing the indebtedness referred to herein.
 - 8. The original signed copy of this Modification and Extension shall be duly recorded with the Recorder of Deeds of Cook County, Illinois. This Modification and Extension together with the Original Promissory Note, Mortgage, and Assignment of Rents and Leases shall constitute the terms and conditions of the Promissory Note, Mortgage, and Assignment of Rents and Leases and be binding upon Mortgagor.

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IN WITNESS WHEREOF, the parties have executed this Modification and Extension to Promissory Note, Mortgage, and Assignment of Rents and Leases.

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Vladimir Koyfman		
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Avina	Koy Lucar	
Sofia Koyf	man / /	
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STATE OF ILLINOIS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared Vladimir Koyfman and Sofia Koyfman, described in and who executed this document and acknowledged that they signed this document as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this JANUARY, 1997.

My commission expires 6 - 15 - 99

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UNOFFICIAL COPY

EXHIBIT "A"

THE NORTH 1/2 OF LOT 17 AND ALL OF LOT 18 IN BLOCK 6 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as:

6229 North Winthrop Chicago, Illinois 60660

P.I.N.: 14-05-205-006-0000

This document prepared by:

Michael J. Chip
LaSalie Northwest National Bank
4747 west Irving Park Road
Chicago, Illinois 606411

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