

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$27.50  
T#0008 TRAN 6250 04/09/97 14:45:00  
#0760 : B.J # - 97 - 247371  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

## EXTENSION AGREEMENT AND MODIFICATION OF FIRST MORTGAGE

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has agreed to loan to Henry Charles Kupjack and Jay William Kupjack and HARRIS TRUST AND SAVINGS BANK, as trustee under Trust Agreement dated February 18, 1977, and known as Trust Number 37447 (collectively, the "Borrower") an amount not to exceed the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 (\$165,000.00), (the "Loan") as evidenced by a Note dated February 12, 1996 (the "Note"), and secured by a First Mortgage dated February 12, 1996 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 96133471 (the "Mortgage") and a Collateral Assignment of Beneficial Interest of even date against Land Trust No. 37447 at Harris Trust and Savings Bank, covering the following described premises:

LOTS 43, 44 AND 45 IN THE SUBDIVISION OF BLOCK 6 IN SHANNON AND CANFIELDS SUBDIVISION OF EAST HALF OF SOUTH WEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 09-35-311-038-0000 VOLUME 096  
09-35-311-064-0000 VOLUME 096

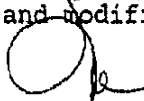
COMMON ADDRESS: 928 Talcott Road, Park Ridge, Illinois 60068


WHEREAS, the Borrower has requested, and Bank has agreed to an extension of the maturity and a modification of the terms and conditions of the aforeaid loan,


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The unpaid balance of the Note is currently ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).
2. The maturity of the Note is hereby extended from February 16, 1997 to February 16, 1998.
3. The mortgage, as extended and modified hereby, shall secure the payment of the Note, including any future advances, each of which shall have the same priority as any advances made on the effective date of this extension agreement and modification of first mortgage.

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4. Interest shall be payable on the Note, as extended, at the rate of Nine and One-Half Percent (9.50%) per annum. Interest after maturity, whether by acceleration or otherwise, shall be at the rate Fourteen and One-Half Percent (14.50%).
5. The monthly installments of interest only shall begin March 16, 1997, and continue on the 16th day of each month thereafter except that the final payment of principal and interest, if not sooner paid, shall be due at maturity on February 16, 1998.

THE LOAN IS PAYABLE IN FULL AT MATURITY, WHICH IS FEBRUARY 16, 1998. AT MATURITY THE UNDERSIGNED MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE UNDERSIGNED WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS OR FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THE LOAN.

6. All other terms and conditions of the Note and the aforesaid Mortgage are hereby incorporated by reference herein and in all respects the Note and Mortgage, and other documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.
7. Borrower represents and warrants that (a) there has been no default under the Note, Mortgage or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly or indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.
8. Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Mortgage.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 16TH day of February, 1997.

PARK RIDGE COMMUNITY BANK

By: Thomas H. Brown V.P.  
Vice President

Attest: Timothy J. Coyne  
Assistant Vice President

IN WITNESS WHEREOF, the Undersigned has signed, sealed and delivered this Agreement as of the 18th day of MARCH, 1997.

Henry Charles Kupjack

Jay William Kupjack

\_\_\_\_ initials  
\_\_\_\_ initials

OK initials

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Borrower

HARRIS TRUST AND SAVINGS BANK, Trustee, executes this Extension as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Extension.

HARRIS TRUST AND SAVINGS BANK,  
not personally, but solely as trustee  
as aforesaid U/T 37447

COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

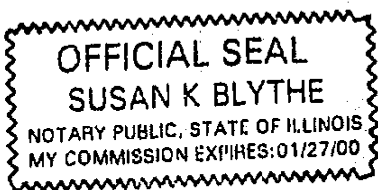
By: [Signature]  
its VICE PRESIDENT

Attest: [Signature]  
TRUST OFFICER

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

I, the undersigned a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that KENNETH E. PIEKUT of HARRIS TRUST AND SAVINGS BANK, a corporation, and MARITZA CASTILLO of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said [Name] did also then and there acknowledge that he, as custodian of the corporation, did affix the said corporate seal of said corporation to instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of March, 1997.



[Signature]  
Notary Public

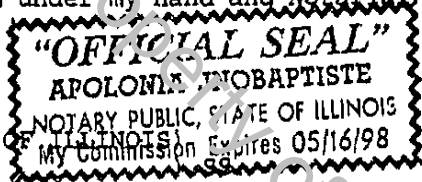
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas W. Brown, Vice President of PARK RIDGE COMMUNITY BANK, and Timothy J. Coyne, Asst. Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix said corporate seal to said instrument as his own free and voluntary act and 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 19th day of March, 1997.

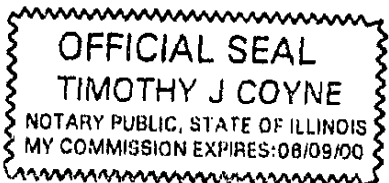


Apolonia Inobaptiste  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Henry Charles Kupjack and Jay William Kupjack, 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 their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of MARCH, 1997.



Timothy J. Coyne  
Notary Public

This instrument prepared by and deliver to:  
Thomas E. Carter, Vice President  
PARK RIDGE COMMUNITY BANK  
626 W. Talcott Road  
Park Ridge IL 60068

