

LOAN NUMBER-7001260-40096

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1st day of January, 1998, by and between PINNACLE BANK, A Corporation of Illinois the owner of the Mortgage and Assignment of Rents hereinafter described, and the Note or Notes secured thereby, and Robert Buttny, married to Joyce Ford Gradel, the owner of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER"), and Robert Buttny and Joyce Ford Gradel, the "Borrowers";

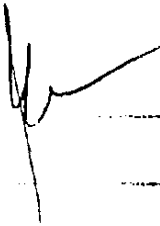
WITNESSETH:

The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of Seventy Thousand and no/100 (\$ 70,000.00) dated 05/26/95, (the "Note") secured by a Mortgage and Assignment of Rents recorded 06/02/95 in the office of the Recorder of Deeds, Cook County, Illinois, as Document Numbers 95-361426 & 95-361427, to certain real estate in Cook County, Illinois and described per the attached "EXHIBIT A", as follows:

SEE ATTACHED EXHIBIT "A"

UNOFFICIAL COPY

Property of Cook County Clerk's Office

| |
|---|
| Officer Initials: _____ |
| Approval: _____ |
|  |
| _____ |
| _____ |
| _____ |

- 1. The amount remaining unpaid on the indebtedness is \$69,909.12 (the "Indebtedness").
- 2. The maturity on the Note and Mortgage is extended from 01/01/98 to 01/01/99.
- 3. The interest charged on the Note is R*+2% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

- a. \$ 69,909.12 at the rate of R*+2% per annum on the basis of a year consisting of 360 days;

* The designation of said rate includes a letter "R" or the term "Reference Rate", which at any time, from time to time, shall be at the rate of interest then most recently announced by the bank as its Reference Rate, and each change in the interest rate hereon shall take effect on the effective date of the change in the Reference Rate. The bank shall not be obligated to give notice of any change in the Reference Rate.

The interest shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed, unless otherwise specified herein.

- b. and the entire principal sum and interest from 01/01/98 shall be payable as follows:

Monthly interest only payments beginning on the 1st day of February, 1998, and the 1st day of each month thereafter for the next ten (10) consecutive months and a final payment of the remaining principal and interest balance due and payable on January 1, 1999.

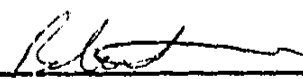
Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of R* + 2% per annum.

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.

UNOFFICIAL COPY

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.

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

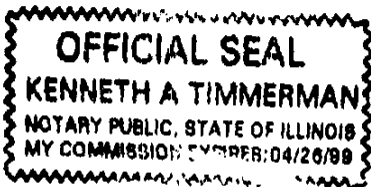



 Robert Buttny, the Owner

STATE OF ILLINOIS
 COUNTY OF COOK

I, KENNETH A. TIMMERMAN, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT BUTTNY respectively appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notary Seal this 13 day of FEBRUARY, 1992.





 Notary, Public

mail to: K Timmerman
 RETURN TO: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD AVE,
 LAGRANGE PARK, IL 60525



We hereby acknowledge and concur with the foregoing extension.

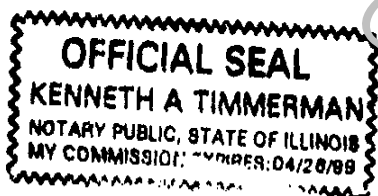
Robert Butthy
Robert Butthy (Borrower)

Joyce Ford Gradel
Joyce Ford Gradel (Borrower)

STATE OF ILLINOIS
COUNTY OF COOK

I, KENNETH A. TIMMERMAN, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT BUTTHY and JOYCE FORD GRADEL 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.

Given under my hand and Notary Seal this 13 day of FEBRUARY, 1998.



Kenneth A. Timmerman
Notary Public

RETURN TO: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD AVE, LAGRANGE PARK, IL 60525

EXHIBIT "A"

Lot 2 in the Resubdivision of Lots 12, 13, 14 and 15 in Block 2 in the Subdivision of Blocks 7 to 11 in the Subdivision of the West 1/2 of the Northwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1326 N. Harding Avenue, Chicago, IL 60651

Permanent Index Number: 16-02-123-021

PINNACLE BANK, a Corporation of Illinois

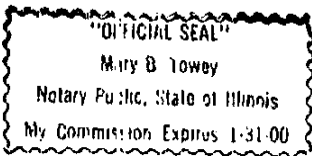
Accepted By: C. J. Hilbrich V.P.
Charles Hilbrich, Vice President

STATE OF ILLINOIS
COUNTY OF COOK

I, MARY B. TOWEY, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles Hilbrich, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notary Seal this 13th day of FEBRUARY, 1998.

Mary B. Towey
NOTARY PUBLIC



NOTARY SEAL