Loan No. 11-400614-4 DMI No. 8950883

#### 98362440

. DEPT-01 RECORDING

\$27.50

: T\$0009 TRAN 2284 05/04/98 09:51:00

. \$5025 FRC #-98-362440

COOK COUNTY RECORDER

#### MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDESTURE made the <u>lst</u> day of <u>April</u>, 199<u>8</u>, by and between <u>PINNACLE PINK. A Corporation of Illinois Successor by Merger to Security Federal Savings and Loan Association of Chicago the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby from <u>RENE LEMA AND MARIANA LEMA</u>, the owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");</u>

#### WITNESSETH;

The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the promissory Note of the Owner in the amount of <a href="Eighty eight thousand 00/100's---(\$88,000.00">Eighty eight thousand 00/100's---(\$88,000.00</a>) dated <a href="August 13">August 13</a>, 1991 (the "Note") secured by a mortgage or trust deed in the nature of a mortgage dated <a href="August 13">August 13</a>, 1991 and recorded <a href="August 22">August 22</a>, 1991 in the office of the Cook Recorder of Deeds, <a href="Cook">County</a>, Illinois, as Document No. 91431068 to cartain real estate in <a href="Cook">County</a>, Illinois and described as follows:

Commonly known as: 3511 West Armitage Chicago, Illinois 60647

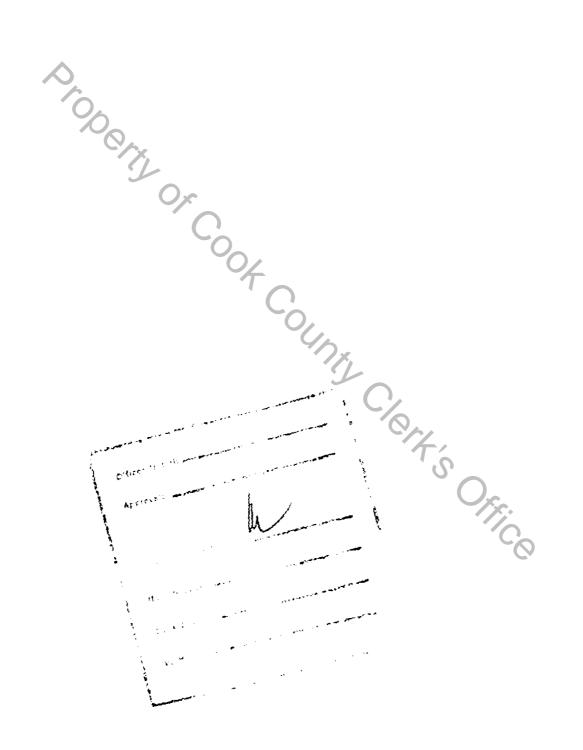
P.I.N. 13-35-401-006-0000

590275

Lot 5 in Block 5 in the Subdivision of Blocks 4 to 9 both inclusive, in Simon's Subdivision of the Southeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

J

98862440



# 8862440

## **UNOFFICIAL COPY**

- 1. The amount remaining unpaid on the indebtedness is Seventy nine thousand eight hundred twenty five 76/100's----(\$79,825.76) (the "Indebtedness").
- 2. The maturity on the Note and Mortgage is extended from May 1st, 1998 to April 1st, 1999.
- 3. The interest charged on the Note is <u>9.00%</u> per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a. Seventy nine thousand eight hundred twenty five 7F/100's----(\$79,825.76) at the rate of 9.00% per annum on the basis of a year consisting of 360 days;
  - b. and the entire principal sum and interest from <u>April</u> 1st, 1958 shall be payable as follows:

Monthly principal and interest payments of <u>Seven hundred forty</u> one 07/100's-(\$741.07) beginning on the <u>lst</u> day of <u>May.</u> 1998, and the <u>lst</u> day of each month thereafter for the next <u>Ten (10)</u> consecutive months and a final payment of the remaining principal and interest balance due and payable on <u>April 1st</u>, 1999.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 11.00% per annum.

BORROWER SHALL PAY TO THE NOTE HOLDER A LATE CHARGE OF (5%) FIVE PERCENT OF ANY MONTHLY INSTALLMENT NOT RECLIVED 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 nolder 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.
By: X // aus king
Refre Lema  Refre
Mariana Lema
STATE OF ILLINOIS
COUNTY OF COOK
I, <u>undersigned</u> , a notary public in and for the said county, in the state iforementioned, DO HEREBY CERTIFY THAT  Rene Lema and Mariana Lema 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 9th day of April , 1998.
"OFFICIAL SEAL" MARTHA PATRICIA RAMIREZ Notary Public. State of Illinois My Commission Expires 8/21/2001 NOTARY FUBLIC
Return to: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT CHERWOOD AVENUE, LAGRANGE, ILLINOIS, 60525.

98852440

PINNACLE BANK, a Corporation of Illinois

President I'LINOIS COUNTY OF COOK Undersigned \_\_, a Notary Public in and for the said County, in the State aloresaid, DO HEREBY CERTIFY THAT Patrick J Hunt appeared before me this day in person and acknowledged that his signed and delivered the said instrument

Given under my hand and Notary Seal this  $\frac{1}{2}$ <u> 1998</u>.

\* "OFFICIAL SEAL" MARTHA PATRICIA RAMIREZ Notary Public, State of Illinois My Commission Expires 8/21/2001

as his own free and voluntary act.

NOTARY SEAL

STATE OF