

# UNOFFICIAL COPY

Loan No. 8948473  
Loan No. 11-240183-4

98362442

. DEPT-01 RECORDING 133.50  
. T40009 TRAN 2284 05/04/98 09:52:00  
. 15087 + RC \*-98-362442  
. COOK COUNTY RECORDER

## MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 27th day of March, 1998, by and between PINNACLE BANK, 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 Lakeside Bank, as Trustee under Trust Agreement dated September 12, 1985 and known as Trust No. 10-1099, the owner of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

WITNESSETH: SAUCUS

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 One hundred seventy five thousand 00/100's dollars --- (\$175,000.00) dated September 27th, 1993 (the "Note") secured by a mortgage or trust deed in the nature of a mortgage dated September 27th, 1993 and recorded October 8th, 1993 in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 93808505, and Assignment of Rents dated September 27th, 1993 and recorded October 8th, 1993 in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 93808507 described, as follows:

Commonly known as: 711 South Dearborn #201  
Chicago, IL 60605

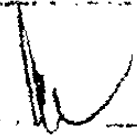
P.I.N. 17-16-407-021-1080

SEE ATTACHED EXHIBIT "A"

98862442

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Office:	_____
Room:	_____
Signature:	
Date:	_____
Time:	_____
Verification:	_____

# UNOFFICIAL COPY

1. The amount remaining unpaid on the indebtedness is One hundred sixty eight thousand six hundred fourteen and 86/100's--(168,614.86) (the "Indebtedness").
2. The maturity on the Note and Mortgage will remain the same September 1, 1999.
3. The interest charged on the Note is 10.00% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a. One hundred sixty eight thousand six hundred fourteen and 86/100's---(\$168,614.86) at the rate of 7.625% per annum on the basis of a year consisting of 360 days;
  - b. and the entire principal sum and interest from \*March 1st, 1998 shall be payable as follows:

Monthly principal and interest payments of One thousand two hundred fifty and 26/100's (\$1,250.26) beginning on the 1st, day of April 1998, and the 1st, day of each month thereafter for the next \*sixteen (16) consecutive months and a final payment of the remaining principal and interest balance due and payable on September 1st, 1999.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 9.625% 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

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.

\* LETTER B. HAS BEEN CORRECTED DUE TO A TYPOGRAPHICAL ERROR.

98852442

# UNOFFICIAL COPY

1. The amount remaining unpaid on the indebtedness is One hundred sixty eight thousand six hundred fourteen and 86/100's--(168,614.86) (the "Indebtedness").
2. The maturity on the Note and Mortgage will remain the same September 1, 1999.
3. The interest charged on the Note is 10.00% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a. One hundred sixty eight thousand six hundred fourteen and 86/100's---(\$168,614.86) at the rate of 7.625% per annum on the basis of a year consisting of 360 days;
  - b. and the entire principal sum and interest from April 1st, 1998 shall be payable as follows:

Monthly principal and interest payments of One thousand two hundred fifty and 26/100's (\$1,250.26) beginning on the 1st day of April 1998, and the 1st day of each month thereafter for the next fifteen (15) consecutive months and a final payment of the remaining principal and interest balance due and payable on September 1st, 1999.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 9.625% 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

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.

98862142

# UNOFFICIAL COPY

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

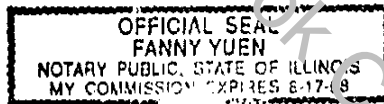
By: Sheela S. [Signature]  
LAKESIDE BANK *President*

STATE OF ILLINOIS

COUNTY OF COOK

I, Undersigned, a notary public in and for the said county, in the state aforementioned, DO HEREBY CERTIFY THAT [Signature] 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 17 day of March, 1998.



[Signature]  
NOTARY PUBLIC

Return to: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD AVENUE, LAGRANGE, ILLINOIS, 60525.



98862442

# UNOFFICIAL COPY

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

By: Wilbert R. Hasbrouck  
Wilbert R. Hasbrouck

By: Marilyn J. Hasbrouck  
Marilyn J. Hasbrouck

STATE OF ILLINOIS

COUNTY OF COOK

I, Undersigned, a notary public in and for the said county, in the state aforementioned, DO HEREBY CERTIFY THAT Wilbert R. Hasbrouck and Marilyn J. Hasbrouck 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 31 day of March, 1998.



[Signature]  
NOTARY PUBLIC

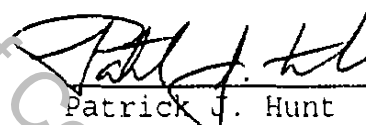
Return to: PINNACLE BANK, C/O LOAN OPERATIONS, OAK AT SHERWOOD AVENUE, LAGRANGE, ILLINOIS, 60525

98862442

# UNOFFICIAL COPY

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

PINNACLE BANK, a Corporation of Illinois

  
Patrick J. Hunt President

STATE OF ILLINOIS

COUNTY OF COOK

I, Undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patrick J. Hunt appeared before me this day in person and acknowledged that his signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and Notary Seal this 31st day of March 1998.



  
NOTARY PUBLIC

NOTARY SEAL

98852442

# UNOFFICIAL COPY

## EXHIBIT "A"

### Legal Description:

Unit 2B as delineated on a survey of the following described real estate: Lots 3, 4, 10, 15 and 16 (except from said lots that part taken or used for Dearborn Street and Plymouth Court) in Wallace and Other's Subdivision of Block 135 in School Section Additional to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as "Exhibit A" to the Declaration of condominium recorded in the office of the Recorder of Deeds of Cook County, Illinois as document No. 25396708, together with the respective individual percentage interest in said parcel (excepting therefrom all the property and space comprising all the units thereof as defined and set forth in said declaration and survey), and also the rights and easements appurtenant to said parcel and the rights and easements for the benefit of the property set forth in the declaration, excluding herefrom the rights and easements reserved in the Declaration to the Declarant, its successors and assigns.

Property Commonly known as: 711 south Dearborn #201  
Chicago, IL 60605

Permanent Index No. 17-16-407-021-1080

98862442