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1999-05-20 11:44:27
Cook County Recorder 27.50



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Loan No. 11-240169-3
DMI 8948358

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1st day of July 1998, by and between PINNACLE BANK, a Corporation of Illinois, Successor by merger to Security Federal Savings and Loan Association of Chicago, A Corporation of Illinois the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby from Martin Ortega and Concepcion Ortega, his wife as Joint Tenants, the owner of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

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 fifteen thousand dollars and no/100's----(\$115,000.00) dated July 1, 1993 (the "Note") secured by a mortgage or trust deed in the nature of a Mortgage dated July 1, 1993 and recorded September 15, 1993 in the office of the Recorder of Deeds, Cook County Records, Illinois, as Document No. 93739763, and an Assignment of Rents dated July 1, 1993 and recorded September 15, 1993 in the office of the Recorder of Deeds, Cook County, Records Illinois, as Document No. 93739764 to certain real estate in Cook County, Michigan and described as follows:

Commonly known as: 3509 W. McLean
Chicago, IL 60647

Permanent Index No. 13-35-231-011

Lot 64 in the subdivision of the South $\frac{1}{4}$ of the West $\frac{1}{3}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

REI TITLE SERVICES # 703234
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1. The amount remaining unpaid on the indebtedness is **One hundred eight thousand six hundred forty nine dollars and 26/100's----(\$108,649.26)** (the "Indebtedness").
2. The maturity on the Note and Mortgage is being extended from **July 1st, 1998 to April 1st, 1999.**
3. The interest charged on the Note is **7.25%** per annum. In consideration of the modification granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
 - a. **One hundred eight thousand six hundred forty nine dollars and 26/100's----(\$108,649.26)** at the rate of **7.25%** per annum on the basis of a year consisting of 360 days;
 - b. and the entire principal sum and interest from **June 30th, 1998** shall be payable as follows:

Monthly principal and interest payments of **Seven hundred eighty four dollars and 50/100's---(\$784.50)** beginning on the **1st day of August, 1998** and the **1st** day of each month thereafter for the next **Seven (7)** consecutive months and a final payment of the remaining principal and interest balance due and payable on **April 1st, 1999.**

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of **9.25%** 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.

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

By: X Martin Ortega
Martin Ortega

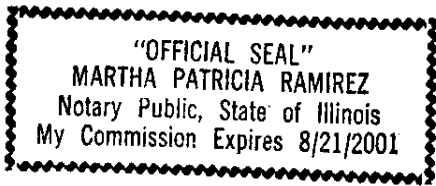
By: X Concepcion Ortega
Concepcion Ortega

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a notary public in and for the said county, in the state aforementioned, DO HEREBY CERTIFY THAT Martin Ortega and Concepcion Ortega 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 1st day of July, 1998.



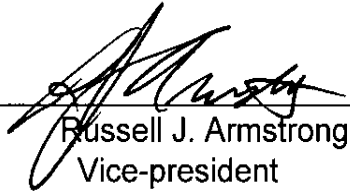
Martha Patricia Ramirez
NOTARY PUBLIC

Return to: PINNACLE BANK
C/O LOAN OPERATIONS,
P.O. BOX 3129
OAK PARK, IL 60303.



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

PINNACLE BANK, a Corporation of Illinois



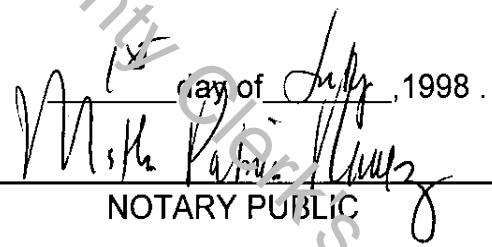
Russell J. Armstrong
Vice-president

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Russell J. Armstrong 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



NOTARY PUBLIC

day of July, 1998.



NOTARY SEAL

Property of Cook County Notary Public's Office