Cook County Recorder

27,50



Loan No. 11-240169-3 DMI 8948358

## MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1<sup>st</sup> day of April 1999, 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 cated July 1,1993 and recorded September 15, 1993 in the office of the Recorder of Deed's Cook County Records, Illinois, as Document No. 93.739763, and an Assignment of Rents Jated July 1, 1993 and recorded September 15, 1993 in the office of the Recorder of Deeds, Cook County, Records Illinois, as Document No. 93.739764 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

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Lot 64 in the subdivision of the South ¼ of the West 1/3 of the Northeast ¼ of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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- 1. The amount remaining unpaid on the indebtedness is <u>One hundred seven</u> thousand four hundred sixty one dollars and 88/100's----(\$107,461.88) (the "Indebtedness").
- 2. The maturity on the Note and Mortgage is being extended from <u>April 1<sup>st</sup>, 1999</u> to April 1<sup>st</sup>, 2004.
- 3. The interest charged on the Note is <u>7.25%</u> per annum. In consideration of the modification granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
- a. One hund od seven thousand four hundred sixty one dollars and 88/100's---(\$107,461.23) at the rate of 7.375% per annum on the basis of a year consisting of 360 days;
- b. and the entire principal sum and interest from **April 1st, 1999** shall be payable as follows:

Monthly principal and interest payments of <u>Seven hundred ninety two dollars</u> and 96/100's---(\$792.96) beginning on the <u>1st</u> day of <u>May, 1999</u> and the <u>1st</u> day of each month thereafter for the pext <u>Fifty eight (58)</u> consecutive months and a final payment of the remaining principal and interest balance due and payable on <u>April 1st</u>, <u>2004</u>.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 9.375% 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.

## UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written. 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 / day of April, 1999. "OFFICIAL SEAL" MARTHA PATRICIA RAMIREZ Notary Public, State of Illinois My Commission Expires 8/21/2001 PINNACLE BANK Return to: C/O LOAN OPERATIONS, P.O. BOX 3129 **OAK PARK, IL 60303.** 

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**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, <u>the undersigned</u>, a Notary Public is and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT <u>Russell J. Amstrong</u> 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

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

NOTARY SEAL