UNOFFICIAL ( 53 (D1 Page 1 of

1999-01-19 11:46:27

Cook County Recorder



LOAN NUMBER: 70326-1

THIS INDENTURE made the <u>1ST</u> day of <u>DECEMBER. 1998</u>, by and between <u>PINNACLE</u> BANK, successor by merger to Suburban Trust & Sayings Bank, A Corporation of Illinois the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and, <u>FINNACLE BANK</u>. Successor Trustee to Súburban Trust & Savings Bank Trust Number 4181 under Trust Agreement dated 27th day of September. 1988, the owner or owners 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 corm of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of Seventy Four Thousand Two Hundred Fifty Dollars & 00/100 (\$74.250.00) dated 11/04/88 (the "Note") secured by a mortgage or trust deed in the nature of a trust deed and Assignment of Rents, recorded 11/09/88 in the office of the Recorder of Deeds, Cook County, Illinois, as Document Number 88-516411, and Document Number 88-516412, and a Modification and Extension Agreement dated 05/04/93, recorded 04/25/94, in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 94-372003. and conveying to Pinnacle Bank. Successor by Merger to Suburban Trust and Savings Bank, a Corporation of Illinois, to certain real estate in **Cook** County, Illinois and described per the attached "exhibit A", as follows:

SEE ATTACHED EXHIBIT "A"

Signature that of Cook County Clark's Office

## UNOFFICIAL GORY

- 1. The amount remaining unpaid on the indebtedness is \$15.509.03 the "Indebtedness").
- 2. The maturity on the Note and Mortgage is extended from 12/01/98 to 03/01/01.

...

- 3. The interest charged on the Note is <u>8.50%</u> per annum. In consideration of the extension grated thereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
  - a: \$15.509.03 at the rate of 8.50% per annum on the basis of a year consisting of 360 days.
  - b: and the entire principal sum and interest from  $\frac{12/01/98}{9}$  shall be payable us follows:

Installments of principal and interest in the amount of <u>Six Hundred Thirty Three Dollars and 11/100 (\$633.11)</u> beginning on the <u>lst</u> day of <u>January</u> and the <u>lst</u> day of each month thereafter for the next <u>25</u> consecutive months and a final payment of the remaining principal and interest balance due and payable on 03/01/01.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 10.50% 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.

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EXHIBIT "A"

EXHIL-LOTS 6 AND 7 IN THOMAS H. HULBURT'S RESUBDIVISION OF BLOCK 3 AND VACATED ALLEY THEREIN IN THE SUBLIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK Clart's Office COUNTY, ILLINOIS. .

PERMANENT INDEX NOS.: 16-03-219-005-0000

**PROPERTY ADDRESS:** 

1401 NORTH KARLOV AVENUE CHICAGO, ILLINOIS 60651

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

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•	DINNACIE BANK SUCCESSOD	TRUSTEE TO SUBURBAN TRUST
		TEE UNDER TRUST AGREEMENT
		AS TRUST NUMBER 4181 NOT
•	PERSONALLY, BUT AS TRUSTE	· · · · · · · · · · · · · · · · · · ·
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STATE OF ILLINOIS		
COUNTY OF <u>COOK</u>	~ ()	
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residing in said County, in		ary Public in and for and DO HEREBY CERTIFY THAT
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before me His day in person a		
said instrument as their own fr		
of said Company, for the use		<del></del>
as custodian of the corporate		
of said Company to said instru	ument as said	own free and
voluntary act of said Company,	for the uses and purposes	therein set forth.
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Given under hand and Note	arial Seal this _ 🗻 🏸	day of
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	your Coupe	LYDIA, KROUPA
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PINNACLE BANK, Successor by Merger to Suburban Trust and Savings Bank, a Corporation of Illinois

Accepted By: Loraine Winkler, Asst. Vice President STATE OF ILLINOIS COUNTY OF COOK \_\_\_a Notary Public in and for the said County, in the State aforesaid, 20 MEREBY CERTIFY THAT Loraine Winkler, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and volunatry act. Given under my hand and Notary Seal this 🔑 day of  $\mathbb{Z}$ 19*98*. NOTARY PUBLIC "OFFICIAL SEAL" Мату В. тожеу Motary Public, State of Illinois My Commission Expires 1-31-00

NOTARY SEAL