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1999-01-26 09:56:25
Cook County Recorder 31.50



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REI TITLE SERVICES # 666403

Loan Number 72975-1

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the 1st. day of December, 1998, by and between PINNACLE BANK, Successor by Merger to Suburban Trust & Savings Bank, A Corporation of Illinois, the owner of the Mortgage or Trust Deed hereinafter described, and the Note or Notes secured thereby, and THOMAS J. DUNN AND MARY J. DUNN, 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 modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$139,500.00), dated 11/22/93, (the "Note") secured by a Mortgage or Trust Deed in the nature of a Mortgage, and Assignment of Rents, recorded 11/29/93 in in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 93-969333, and Document Number 93-969334, to certain real estate in Cook County, Illinois, as described in the attached EXHIBIT "A", as follows:

SEE ATTACHED EXHIBIT "A"

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Officer Initial:	<u> LW </u>
Approval:	<u> </u>
Documentation Review:	<u> </u>
Note Services:	<u> </u>
Data Entry:	<u> </u>
Verification:	<u> </u>

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1. The amount remaining unpaid on the indebtedness is \$122,865.66, (the "Indebtedness").
2. The monthly payments on the Note and Mortgage is extended and modified from 12/01/98 to 06/01/99.
3. The interest charged on the Note is 8.25% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows;

\$122,865.66 at a rate of 8.25% per annum on the basis of a year consisting of 360 days;

and the entire principal sum and interest from 12/01/98 shall be payable as follows:

Installments of principal and interest in the amount of ONE THOUSAND, ONE HUNDRED EIGHTY EIGHT DOLLARS AND 63/100, (\$1,188.63) beginning on the 1st. day of January, 1999, and the 1st. day of each month thereafter for the next 4 (Four) consecutive months and a final payment of the remaining principal and interest balance due and payable on 06/01/99.

Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid principal balance at the rate of 10.25% 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.

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EXHIBIT "A"

Lot 1 and the East of Lot 2 in Block 1 in Gunderson and Gaugers addition to Oak Park, in Section 18, Township 39 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT INDEX NO.: 16-18-303-037-0000

PROPERTY ADDRESS: 1001 Garfield Avenue
OAK PARK, ILLINOIS 60304

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

Thomas J. Dunn
THOMAS J. DUNN (SSN: 157-46-1721)

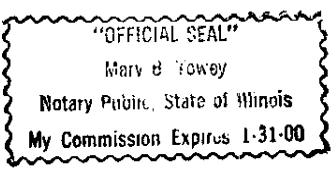
Mary J. Dunn
MARY J. DUNN (SSN: 336-52-0034)

STATE OF ILLINOIS
COUNTY OF COOK

I, MARY B. TOWEY, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS J. DUNN AND MARY J. DUNN, 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 19TH day of JANUARY, 1999.

Mary B. Towey
NOTARY PUBLIC



NOTARY SEAL

*Prep by
mail 1/10*
MAIL TO: *Winn-Dixie Bank*
1144 Lake St.
Oak Park 60301

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PINNACLE BANK, Successor by Merger to
Suburban Trust & Savings Bank,
A Corporation of Illinois

ACCEPTED BY:

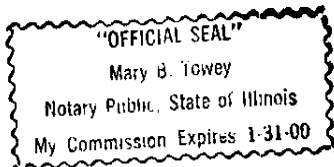
Lorraine Winkler
LORAINÉ WINKLER, Assistant Vice President

STATE OF ILLINOIS
COUNTY OF COOK

I, MARY B. TOWEY, a notary public in and
for the said County, in the State aforesaid, DO HEREBY CERTIFY
THAT LORAINÉ WINKLER, appeared before me this day in person and
acknowledged that she signed and delivered the said instrument as
her own free and voluntary act.

Given under my hand and Notary Seal this 19th day of
JANUARY, 1999.

Mary B. Towey
NOTARY PUBLIC



NOTARY SEAL