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Stanton
22088

Mortgage Extension and Modification Agreement

92011751

Loan No. 36048/48929

(3) 2-22-92

This Agreement made this 21st day of February 19 92, by and between the First National Bank in Stanton, a banking corporation organized and existing under the laws of the State of Illinois, party of the first part, and Jose Rodriguez of the City of Stanton, part Y of the second part, WITNESSETH:

WHEREAS, the part Y of the second part have/has heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date August 2, 1989 which Mortgage is recorded in the Office of the Register of Deeds for Macoupin County, State of Illinois in Liber N/A of Mortgages, on pages Doc #053505 which Mortgage is made a part hereof by reference and same is now due and payable.

WHEREAS, the part Y of the second part is/are unable to make payment in full of the amount due said party of the first part under said Mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the part Y of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

(1) That the date of the final payment on the said Mortgage upon which there is at this time a balance of \$ 6,554.81 due, is hereby extended to February 2, 1992 provided however that said part Y of the second party shall pay to apply on said debt, the sum of four-hundred sixty dollars & 16/100 Dollars on March 2 19 92, and 11 @ four-hundred sixty dollars & 16/100 & one of balance Dollars on the same day of each month thereafter. Said payments to be first applied to the balance of interest due at the rate of 6.25 per cent per annum from February 2 19 92 and the remainder to the balance of principal until paid in full.

(2) That, notwithstanding the foregoing provisions or anything to the contrary contained in said Mortgage, if the part Y of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said Mortgage due and payable forthwith, and may foreclose said Mortgage in accordance with the terms, conditions and provisions thereof.

(3) That the terms, conditions and provisions of said Mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.

(4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its asst. vice-president and its corporate seal hereunto affixed on the 2nd day of February 19 92, and on the same day the part Y of the second part has/have hereunto set their hand and seal.

In presence of:

First National Bank in Stanton

By Anita L. Duda
Asst. Vice-President

Its Jose Rodriguez
Title of Officer

(L. S.)

(L. S.)

STATE OF Illinois
County of Macoupin } ss:

On this 2nd day of February, 19 92, before me, personally appeared Anita L. Duda

to me personally known, who being sworn did say that he is the asst. vice-president of the First National Bank in Stanton, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared Jose Rodriguez to me known to be the part Y of the second part, described in and who executed the within instrument and who acknowledged that he executed the same as his free act and deed for the intents and purposes therein mentioned.

My Commission Expires

OFFICIAL SEAL
DEBORAH THOMAS
Notary Public - State of Illinois
My Commission Expires 12/31/92

Deborah Thomas
Notary Public

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STATE OF ILLINOIS
FILED FOR RECORD
FEB 22 1992
ROBERT BOARDMAN
CLERK

TICOR TITLE INSURANCE
Crown Point, Indiana

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