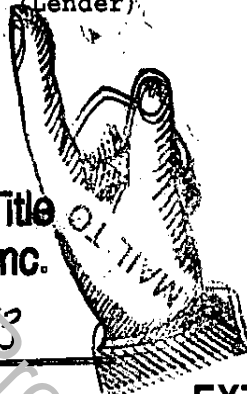


Northview Bank & Trust
245 Waukegan Road
Northfield, IL 60093
847-446-0245 (Lender)



0010053962

O'Connor Title
Services, Inc.



019-143

**MODIFICATION AND
EXTENSION OF MORTGAGE**

GRANTOR		BORROWER	
2927 N. Honore L.L.C.		2927 N. Honore L.L.C.	
ADDRESS		ADDRESS	
1324 Bonnie Glen Lane Glenview, IL 60025		1324 Bonnie Glen Lane Glenview, IL 60025	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
630-971-0400		630-971-0400	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of NOVEMBER, 2000, is executed by and between the parties indicated below and Lender.

A. On MAY 5, 1999, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$ 250,000.00), which Note was secured by a Mortgage ("Mortgage") executed by Grantor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book _____ at Page _____ Filing date JUNE 8, 1999 as Document No. 99549790** in the records of the Recorder's (Registrar's) Office of COOK County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated MAY 5, 1999 executed by Guarantor for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

- (1) The maturity date of the Note is extended to MAY 5, 2001, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- (2) The parties acknowledge and agree that, as of NOVEMBER 5, 2000, the unpaid principal balance due under the Note was \$ 250,000.00, and the accrued and unpaid interest on that date was \$ 2,045.13.
- (3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.
- (4) Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
- (5) Borrower, Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (6) The Mortgage is further modified as follows:
RENEWAL OF NORTHVIEW BANK & TRUST LOAN #7667566001 IN THE AMOUNT OF \$250,000.00.

**ASSIGNMENT OF RENIS RECORDED 6/8/00 AS DOCUMENT #99549791

**MODIFICATION & EXTENSION OF MORTGAGE RECORDED 6/15/00 AS DOCUMENT #00442749 Page 1 of 3

[Handwritten initials]

UNOFFICIAL COPY

0010053962

Page 2 of 4

SCHEDULE A

See Exhibit "A" Attached Hereto And Made A Part Hereof.

Address of Real Property: 2927 N. Honore Street
Chicago, IL 60657

Permanent Index No.(s): 14-30-222-174-0000 and 14-30-222-176-0000

SCHEDULE B

GRANTOR: 2927 N. Honore L.L.C.

(X) David B. Fallon
David B. Fallon, Jr.
Its:

GRANTOR:

GRANTOR: 2927 N. Honore L.L.C.

(X) Michelle D. Fallon
Michelle D. Fallon
Its:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

(X) WBFJ
MDF initials

UNOFFICIAL COPY

BORROWER: 2927 N. Honor L.L.C.

BORROWER: 2927 N. Honor L.L.C.

David B. Fallon, Jr.
Its:

Michelle D. Fallon
Its:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

David B. Fallon, Jr.
David B. Fallon, Jr.

GUARANTOR:

GUARANTOR:

LENDER: Northview Bank & Trust

Jeffrey M. Theelecke
Jeffrey M. Theelecke
Vice President

State of ILLINOIS)
County of COOK) SS.

State of ILLINOIS)
County of COOK) SS.

I, William Allan HOVEY, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID B. FALLON, JR. personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 5th day of NOVEMBER, 2000 by DAVID B. FALLON, JR. AND MICHELE D. FALLON as MEMBERS on behalf of the 2927 N. HONOR L.L.C.

Given under my hand and official seal, this 5th day of NOVEMBER, 2000

Given under my hand and official seal, this 5 day of NOVEMBER, 2000

William Allan Hovey
Notary Public

William Allan Hovey
Notary Public

Commission expires: 08-28-01

Commission expires: 08-28-01

"OFFICIAL SEAL"
WILLIAM ALLAN HOVEY
NOTARY PUBLIC, STATE OF ILLINOIS
Prepared by and for use of: Northview Bank & Trust
60093

"OFFICIAL SEAL"
WILLIAM ALLAN HOVEY
NOTARY PUBLIC, STATE OF ILLINOIS
Prepared by and for use of: Northview Bank & Trust
245 Waukegan Road Northfield
ILLINOIS
COMMISSION EXPIRES: 8/28/01

EXHIBIT "A"

PARCEL 1 ("C"):

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 300 IN WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION, BEING A POINT ON THE NORTH LINE OF WEST DIVERSEY PARKWAY; THENCE EASTERLY ALONG SAID NORTH LINE OF WEST DIVERSEY PARKWAY, A DISTANCE OF 240.58 FEET, MORE OR LESS, TO A POINT DISTANT 15 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY EXTENSION OF THE CENTER LINE OF THE TANGENT SEGMENT OF CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY SPUR TRACK I.C.C.NO. 219, AS SAID TRACK IS NOW LOCATED; THENCE NORTHERLY PARALLEL WITH CENTER LINE OF SAID LAST DESCRIBED SPUR TRACK, AND THE EXTENSIONS THEREOF, A DISTANCE OF 930.30 FEET TO POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF WEST OAKDALE AVENUE IN THE AFORESAID WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 59 ON PICARDY PLACE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1994, AS DOCUMENT NUMBER 94508608; THENCE SOUTH 89 DEGREES 45 MINUTES 42 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 59, A DISTANCE OF 21.71 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 1 IN THE OWNER'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFORESAID.

SECTION 30; THENCE CONTINUING SOUTH 89 DEGREES 45 MINUTES 42 SECONDS EAST, 0.47 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 43 SECONDS WEST, 42.00 FEET ALONG A LINE DRAWN TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, SAID POINT BEING 0.24 FEET EAST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 45 MINUTES 42 SECONDS WEST, 22.18 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE AFORESAID LOT 59; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST, ALONG SAID EAST LINE, 42.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2 ("D"):

THAT PART OF LOT 59 LYING SOUTH OF A LINE DRAWN 42.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, IN PICARDY PLACE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1994 AS DOCUMENT NUMBER 94508608, IN COOK COUNTY, ILLINOIS.