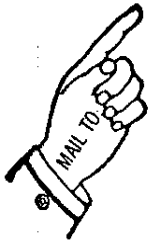


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Cook County Recorder 27.50

American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173
847-517-5400 (Lender)



**MODIFICATION AND
EXTENSION OF MORTGAGE**

GRANTOR		BORROWER	
Parkway Bank & Trust Company, as Trustee, under Trust Agreement No. 10281 dated APRIL 2, 1992.		Parkway Bank & Trust Company, as Trustee, under Trust Agreement No. 10281 dated APRIL 2, 1992.	
ADDRESS		ADDRESS	
4800 N. Harlem Avenue Harwood Heights, IL 60656		4800 N. Harlem Avenue Harwood Heights, IL 60656	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
708-625-6600	354-56-9132	708-625-6600	354-56-9132

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 2 day of FEBRUARY, 2001, is executed by and between the parties indicated below and Lender.

A. On NOVEMBER 29, 1996, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of 2/100 TWO HUNDRES FIFTY THOUSAND AND 00/100 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 DECEMBER 20, 1996 as Document No. 96962290 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 n/a 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 N/A, 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 FEBRUARY 2, 2001, the unpaid principal balance due under the Note was \$ 250,000.00, and the accrued and unpaid interest on that date was \$ _____.
- (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:
The principal amount of the mortgage is herein increased to \$300,000.00.

REI TITLE SERVICES # R906310

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SCHEDULE A

LOT 24 (EXCEPT THE SOUTH 21.62 FEET OF THE WEST 59.85 FEET AS DESCRIBED IN THE DEED RECORDED MAY 12, 1995 AS DOCUMENT 95811085) IN MARTINEK'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF LOT 5 IN JARNEKE'S SUBDIVISION OF LAND IN SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE PRINCIPAL, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 9921 Norwood Street
Rosemont, IL 60018

Permanent Index No.(s): 12-04-217-001-0000

SCHEDULE B

GRANTOR: Parkway Bank & Trust Company
as Trustee under Trust Agreement No. 10281

GRANTOR:

not personally, but as Trustee

GRANTOR:

GRANTOR:

**SEE SCHEDULE A FOR TRUSTEE
SIGNATURE, ACKNOWLEDGMENT AND
EXPLANATION.**

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Parkway Bank & Trust Company as Trustee under Trust Agreement No. 10281 BORROWER:

UNOFFICIAL COPY

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

PROPERTY OF COOK COUNTY ENGINEERS, ARCHITECTS AND EXHAUSTION.

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: American Chartered Bank

Kenneth J. Michalesko Senior Vice President

State of _____)

State of Illinois)

County of _____) ss.

County of DuPage) ss.

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

The foregoing instrument was acknowledged before me this 2nd of 2-2001 by Kenneth J. Michalesko

personally known to me to be the same person whose name _____

as Senior Vice President

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

on behalf of the American Chartered Bank

Given under my hand and official seal, this _____ day of _____

Given under my hand and official seal, this 2 day of 2-01

Notary Public

Notary Public

Commission expires: _____

Commission expires: 11-19-04

Prepared by and return to: American Chartered Bank

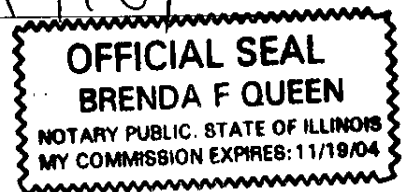


EXHIBIT "A"

MODIFICATION OF MORTGAGE SIGNATURE AND EXONERATION RIDER

This MORTGAGE is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said PARKWAY BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said PARKWAY BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 1028 dated 4/2/92 as aforesaid and not personally,

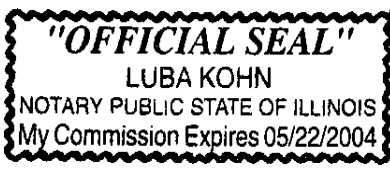
By: [Signature]
VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on 2/9/81



[Signature]
(Notary Public)