2001-07-10 10:52:44

Cook County Recorder

27,50

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



O'Connor Title Services, Inc.

#1190-88

MODIFICATION AND EXTENSION OF MORTGAGE

ADDRESS 1324 BONNIE GLEN LANE GLENVIEW, IL 60025 TELEPHONE NO. IDENTIFICATION NO. TELEPHONE NO. IDENTIFICATION NO. 36-4289367 Sexecuted by and between the parties indicated below and Lender. A. On JULY 28, 1999 Lender made a loan ("Loan") to Borrower evidenced by Borrower's commissory note ("Note") payable to Lender in the original principal amount of NE RUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 Note was secured by a Mortgage ("Mortgage") executed by Grantor for the be-16th of Lender covering the real property as Dollar's College in the records of the Recorder's Registrar's Office of COSK County, Illimois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated JULY 28, 1999 County Steps 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 OCTOBER 5, 2001 In the records of the Recorder's 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 MAY 5, 2001 In the records 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 hereing 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: 2828/8000 00 NONTHYLEN BANK & TRUST LOAN #7667566002 IN THE AMOUNT OF	LATENSION	JI WONTGAGE
ADDRESS 1324 BONNIE GLEN LANE GLENVIEW, II. 60025 TELEPHONE NO. 630-971-0400 36-4289367 737-971-0400 36-4289367 737-971-0400 36-4289367 THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of MAY, 2001 s executed by and between the parties indicated below and Lender. A. On JULY 28, 1999 THOUSAND AND NO/100 Dollar: (\$ 178,000.00), which vote was secured by and property described on Schedule A below ("Property") and recorded in Book THIGH AND AND NO/100 Dollar: (\$ 178,000.00), which vote was secured by a Mortgage ("Mortgage") executed by Grantor for the berefit of Lender covering the real property as Documents No. 99747476** In the records of the Recorder's Registrar's) Office of COOK County, Illinois. The Note and Mortgage and any other related focuments including, but not limited to, a Guaranty dated JULY 28, 1999 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 CCTOBER 5, 2001 (2) The parties acknowledge and agree that, as of MAY 5, 2001 (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: 2238,000.00 The AMOUNT OF	CRANTOR	
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(2) The parties acknowledge and agree that, as of MAY 5, 2001 , the unpaid principal balance due under the Note was \$ 238,000.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 , and the accrued and unpaid interest on that date was \$ 4,003.00 . (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 #7667566002 IN THE AMOUNT OF	(1) The maturity date of the Note is extended to OCTO	Note shall be paid in full and the Markets is modified
(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 #7667566002 IN THE AMOUNT OF	accordingly.	Note shall be paid in full, and the Mongage is modified
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RENEWAL OF NORTHVIEW BANK & TRUST LOAN #7667566002 IN THE AMOUNT OF \$238,000.00.		ate or this Agreement, there are no claims, detenses, setons
\$238,000.00.	or counterclaims of any nature which may be asserted a	gainst Lender by any of the undersigned.
* *MOD/EXT OF MORTGAGE RECORDED 9/18/00 AS DOC #00726614; MOD/EXT OF MORTGAGE RECORDED 11/22/01 AS	or counterclaims of any nature which may be asserted at (6) The Mortgage is further modified as follows:	gainst Lender by any of the undersigned.
DOCUMENT #0010053963	or counterclaims of any nature which may be asserted a (6) The Mortgage is further modified as follows: RENEWAL OF NORTHVIEW BANK & TRUST LOAN \$238,000.00.	gainst Lender by any of the undersigned. #7667566002 IN THE AMOUNT OF

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Page 1 of 3 (X) 8 (Linitial

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SCHEDULE A

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Address of Real Property: 2927 N. HONORE STREET CLICAGO, IL 60657

Permanent Index No.(s):	14-30-122-174 & 14-30-2	22-176
		DULEB
GRANTOR: 2927 N. HON		GRANTOR 927 N. HONORF L. L.C.
ONaud?	stalloy	MICHELLE D. FALLON MEMBER
MEMBER GRANTOR:	· .	MEMBER GRANTOR:
GRANTOR:		GRANTOR:
GRANTOR:		GRANTOR:
		•

MINDUIG 13 (activ)	& Kulille Q Jalla
DAVID B. FALLON, JR. MEMBER BORROWER:	MEMBER BORROWER:
BORROWER:	BORROWER:
BORROWER:	BORROWER:
GUARANTOR:	GUARANTOR:
GUARANTOR:	GUARANTOR:
State of	State of
ublic in and for said County, in the State aforesaid, DO EREBY CERTIFY that	The foregoing instrument was acknowledged before methis
erson whose namesubscribed to the foregoing instrument, ppeared before me this day in person and acknowledged	as MEMBERS
hesigned, sealed and elivered the said instrument asfree and pluntary act, for the uses and purposes herein set forth.	on behalf of the 2927 N. HONOLE, SILIC.
Given under my hand and official seal, this	
Notary Public "OFFICIAL SEAL ommission expires: WILLIAM ALLAN He	Notary Public Notary Public Notary Public

Prepared by and return to: Northview Bank & Trust 245 Waukegan Road Northfield TLST .

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Property of Cook County Clerk's Office

PARCEL I:

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:

COMENCING 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 TRACT 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, RUNGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULE 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 DEGRE'S 05 MINUTES 43 SECONDS WEST, 42.00 FEET ALONG A LINE DRAWN TO A POINT ON THE EASTERLY "X" FNSION 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 SO DEGREES 05 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE, 42.00-FEET-TO-THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN

PARCEL II:

THAT PART OF LOT 59 LYING SOUTH OF A LINE DRAWN 42.00 FEET NCP OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT IN PICARDY PLACE SUBDIVISION, BEING A SUPDIVISION 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.

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Property or Coot County Clert's Office