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2001-08-22 11:02:39

Cook County Recorder 25.50

1st Equity Bank  
3956 W. Dempster  
Skokie, IL 60076  
847-676-9200 (Lender)

MODIFICATION AND  
EXTENSION OF MORTGAGE

<b>GRANTOR</b>		<b>BORROWER</b>	
SAM GRUBY		SAM GRUBY	
<b>ADDRESS</b>		<b>ADDRESS</b>	
386 MILFORD DEERFIELD, IL 60015		386 MILFORD DEERFIELD, IL 60015	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
847-317-9814	346-26-9669	847-317-9814	346-26-9669

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 20TH day of JUNE, 2001, is executed by and between the parties indicated below and Lender.

A. On JUNE 20, 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 THOUSAND AND NO/100 Dollars (\$ 200,000.00), 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 30, 1999 as Document No. 99627051 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 JUNE 20, 2002, 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 JUNE 20, 2001, the unpaid principal balance due under the Note was \$ 225,000.00, and the accrued and unpaid interest on that date was \$ n/a.
- (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:

BORROWER HAS REQUESTED AND RECEIVED AN INCREASE OF \$25,000.00 SECURED BY THE SAME PROPERTY AND IS EVIDENCED BY A NEW NOTE DATED 6/20/01 AND MATURING 6/20/02; FOR A TOTAL INDEBTEDNESS OF \$225,000.00.

SG

Handwritten signature/initials

# UNOFFICIAL COPY

## SCHEDULE A

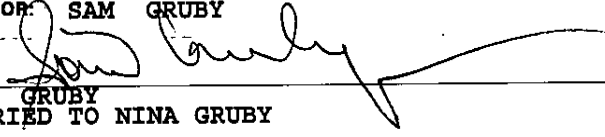
LOTS 29 AND 30 (EXCEPT THOSE PARTS THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19), ALL IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN), IN COOK COUNTY, ILLINOIS.

Address of Real Property: 3901 - 3911 N. WESTERN AVENUE  
CHICAGO, IL 60618

Permanent Index No.(s): 14-19-100 013-0000

## SCHEDULE B

GRANTOR: SAM GRUBY



SAM GRUBY  
MARRIED TO NINA GRUBY

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL COPY

BORROWER:

BORROWER:

SAM GRUBY

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: 1st Equity Bank

LOUIS J. KOLOM  
PRESIDENT

State of Illinois )

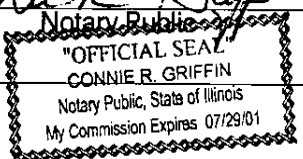
County of Cook ) ss.

I, Connie K. Griffin a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Gruby personally known to me to be the same person is 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.

Given under my hand and official seal, this 20th day of July 2001

Connie K. Griffin



Commission expires:

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ on behalf of the \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ Notary Public

Commission expires: \_\_\_\_\_

Prepared by and return to: 1ST EQUITY BANK, CONNIE GRIFFIN - VICE PRESIDENT