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2001-10-25 12:57:47  
Cook County Recorder 25.00

ITASCA BANK & TRUST CO.  
308 W. IRVING PARK RD.  
ITASCA, IL 60143  
630-773-0350 (Lender)



H21038775  
ca

**MODIFICATION AND  
EXTENSION OF MORTGAGE**

GRANTOR		BORROWER	
MIECZYSLAW BORYSZEWSKI REGINA BORYSZEWSKI		MIECZYSLAW BORYSZEWSKI REGINA BORYSZEWSKI	
ADDRESS		ADDRESS	
460 DUNLAY WOOD DALE, IL 60191		460 DUNLAY WOOD DALE, IL 60191	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
630-350-1313		630-350-1313	

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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 6TH day of OCTOBER, 2001, is executed by and between the parties indicated below and Lender.

A. On OCTOBER 6, 2000, 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 DECEMBER 26, 2000 as Document No. 0001009657 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: **\*All subsequent renewals and/or**

- (1) The maturity date of the Note is extended to OCTOBER 6, 2002 extensions, 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 OCTOBER 6, 2001, the unpaid principal balance due under the Note was \$ 250,000.00, 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:

Notwithstanding, the provisions of Paragraph #1, the Lender agrees not to secure this loan with any property requiring the Lender to provide a Notice of Right to Cancel unless that notice has been given.

**BOX 333-CTI BOX 333-CTI**

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## SCHEDULE A

LOT 27 IN ORIGERS SUBDIVISION IN THE SOUTH SECTION OF ALEXANDER ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 0220 SALLY LANE  
SCHILLER PARK, IL 60176

Permanent Index No.(s): 12-15-324-005-0000

## SCHEDULE B

GRANTOR: MIECZYSLAW BORYSZEWSKI

*Mieczyslaw Boryszewski*  
MIECZYSLAW BORYSZEWSKI

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR REGINA BORYSZEWSKI

*Regina Boryszewski*  
REGINA BORYSZEWSKI

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER:

Mieczyslaw Boryszewski  
MIECZYSLAW BORYSZEWSKI

BORROWER:

Regina Boryszewski  
REGINA BORYSZEWSKI

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: ITASCA BANK & TRUST CO.

Judith L. Glasner  
JUDITH L. GLASNER  
VICE PRESIDENT

State of ILLINOIS )

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

County of DUPAGE )

SS.

County of \_\_\_\_\_ )

SS.

I, LINDA WUERFFEL a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MIECZYSLAW & REGINA BORYSZEWSKI personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the \_\_\_\_\_.

Given under my hand and official seal, this 6TH day of OCTOBER, 2001.

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

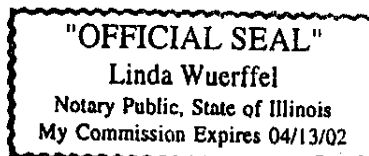
Linda Wuerffel  
Notary Public

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

Commission expires: 4/13/02

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

Prepared by and return to: **JACK E. MENSCHING**



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