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2002-06-05 15:27:30

Cook County Recorder

27.50



0020629468



Attn: Amanda
First BK & Trust
420 Church St
Evanston, IL 60201

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
ELIZABETH ANN GREGORY ROBERT GREGORY		ELIZABETH ANN GREGORY ROBERT GREGORY	
ADDRESS 1731 LELAND, EVANSTON, IL 60201		Real Estate Index <u>2973517</u> ADDRESS	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1st day of DECEMBER 2001, is executed by and between the parties indicated below and Lender.

A. On NOVEMBER 5, 1998, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100** Dollars (\$ 150,000.00***), 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 _____ in the records of the Recorder's Filing date _____ as Document No. _____ (Registrar's) Office of COOK County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated _____ 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 DECEMBER 1, 2004, 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 DECEMBER 1, 2001, the unpaid principal balance due under the Note was \$ _____, 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:

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SCHEDULE A

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Address of Real Property

Permanent Index No.(s):

SCHEDULE B

Property of Cook County Clerk's Office

GRANTOR:

Robert H. Gray

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL COPY

BORROWER:

Robert Gregory

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER:

State of Illinois)

State of _____)

County of Cook) ss.

County of _____) ss.

I, J. L. Coffield a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth Ann Gregory & Robert Gregory 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 the y signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 1st day of December, 2001 by Elizabeth Ann Gregory & Robert Gregory as _____ on behalf of the _____.

Given under my hand and official seal, this 1st day of December, 2001.

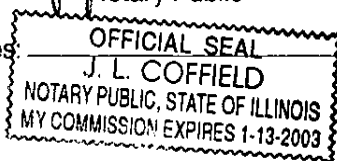
Given under my hand and official seal, this _____ day of _____.

J. L. Coffield
Notary Public

Notary Public

Commission expires: _____

Commission expires: _____



Prepared by and return to:

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SCHEDULE A (CONTINUED)

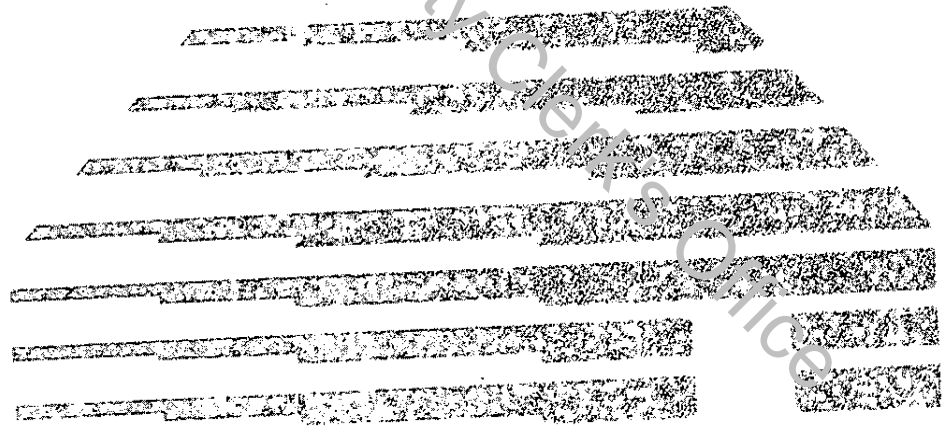
Commitment Number: 99681

LEGAL DESCRIPTION

LOT 5 AND 6 IN BLOCK 1 IN J. S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

pin# 10-13-112-004 and 10-13-119-005

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SINCE 1892