

Community Bank Wheaton/Glen Ellyn
100 N. Wheaton Avenue
Wheaton, IL 60187
630-933-0900 (Lender)



0030007851

AMERICAN TITLE

ORDER # 77357

MODIFICATION AND
EXTENSION OF MORTGAGE

<p>GRANTOR CYNTHIA J. FRIEDMAN</p> <p>ADDRESS 1615 WALKER AVE. STREAMWOOD, IL 60017</p> <p>TELEPHONE NO.</p>	<p>BORROWER BARRY FRIEDMAN D/B/A BARRY'S LUXURY LIMOUSINES</p> <p>ADDRESS 1615 WALKER AVE. STREAMWOOD, IL 60017</p> <p>TELEPHONE NO.</p> <p>IDENTIFICATION NO.</p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 25TH day of SEPTEMBER, 2002, is executed by and between the parties indicated below and Lender.

A. On MARCH 20, 2000, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY-TWO THOUSAND AND NO/100 Dollars (\$ 32,000.00), 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 OCTOBER 25, 2001 as Document No. 0010999523 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 SEPTEMBER 25, 2002 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 SEPTEMBER 25, 2003, 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 SEPTEMBER 25, 2002, the unpaid principal balance due under the Note was \$ 32,000.00, 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:

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SCHEDULE A

LOT 5162 IN WOODLAND HEIGHTS UNIT 12, BEING A SUBDIVISION IN SECTIONS 25,26 AND 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF STREAMWOOD, COOK COUNTY, ILLINOIS, RECORDED IN RECORDER'S OFFICE MARCH 6, 1970 AS DOCUMENT 21099951.

Address of Real Property: 1615 WALKER AVE.
STREAMWOOD, IL 60017

Permanent Index No.(s): 06-26-418-002

SCHEDULE B

LIEN TO NORTH AMERICAN MORTGAGE ASSIGNED TO WHOLESAL MORTGAGE, BANKONE ASSIGNED TO TMS MORTGAGE

GRANTOR: CYNTHIA J. FRIEDMAN

Cynthia Friedman
CYNTHIA J. FRIEDMAN
MARRIED TO BARRY FRIEDMAN

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

0030007851

BORROWER: BARRY FRIEDMAN D/B/A BARRY'S LUXURY LIMOUSINES

BORROWER: 0030007851

BARRY FRIEDMAN,

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

BARRY FRIEDMAN, FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS

GUARANTOR:

GUARANTOR:

LENDER: Community Bank Wheaton/Glen Ellyn

DEBRA J. PALM VICE PRESIDENT

State of Illinois) County of DuPage)

State of Illinois) County of DuPage)

I, UNDERSIGNED a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry Friedman and Cynthia Friedman personally known to me to be the same person whose name are 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 this September 25, 2002 by Debra Palm as Vice President on behalf of the Community Bank Wheaton/Glen Ellyn.

Given under my hand and official seal, this 25th day of September, 2002

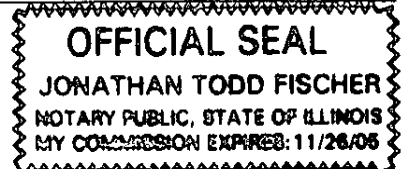
Given under my hand and official seal, this 25th day of September, 2002

Notary Public

Notary Public

Commission expires: 11-26-05

Commission expires: 11-26-05



Prepared by and return to: COMMUNITY BANK WHEATON/GLEN ELLYN

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