

FIRST NORTHWEST BANK
234 WEST NORTHWEST HWY
ARLINGTON HTS., IL 60004
847-670-1000 (Lender)



0030028957

MODIFICATION AND
EXTENSION OF MORTGAGE

<p>NATIONAL GRANTOR LASALLE BANK, N.A. AS SUCCESSOR,* as Trustee, under Trust Agreement No. 10651 dated JUNE 21, 1990. <i>and not personally</i> *TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO</p> <p>ADDRESS 2355 S.ARLINGTON HTS RD, 5TH FL ARLINGTON HTS, IL 60005</p> <p>TELEPHONE NO. IDENTIFICATION NO. 847-545-5480</p>	<p>NATIONAL BORROWER LASALLE BANK, N.A. AS SUCCESSOR, * as Trustee, under Trust Agreement No. 10651 dated JUNE 21, 1990. <i>and not personally</i> *TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO</p> <p>ADDRESS 2355 S.ARLINGTON HTS RD, 5TH FL ARLINGTON HTS, IL 60005</p> <p>TELEPHONE NO. IDENTIFICATION NO. 847-545-5480</p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 14TH day of DECEMBER, 2002, is executed by and between the parties indicated below and Lender

A. On DECEMBER 14, 1995, 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 SIXTEEN THOUSAND ONE HUNDRED NINETY-THREE AND NO/100 Dollars (\$ 116,193.00), 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 20, 1995 as Document No. 95883629 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 DECEMBER 14, 1995 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 14, 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 DECEMBER 14, 2002, the unpaid principal balance due under the Note was \$ 116,193.00, 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:
MODIFICATION AND EXTENSION OF MORTGAGE DATED 12/14/98, 12/14/99, 12/14/00, AND 12/14/01 RECORDED ON 02/04/99, 01/10/00, 12/29/00, AND 01/22/02 AS DOCUMENT#S 99117205, 00021281, 0001018506, AND 0020083470 RESPECTIVELY.

UNOFFICIAL COPY 30928957

SCHEDULE A

LOT 3 IN MARTIN'S SUBDIVISION OF PARTS OF LOT 7, IN SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTER OF TITLES OF COOK COUNTY, ILLINOIS, OF DECEMBER 9, 1955, AS DOCUMENT NUMBER 1639274.

Address of Real Property: 2212 SOUTH MARTIN LANE
ARLINGTON HTS, IL 60005

Permanent Index No.(s): 08-16-203-002

SCHEDULE B

*TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

GRANTOR: LASALLE BANK, N.A. AS SUCCESSOR * GRANTOR:
as Trustee under Trust Agreement No. 10651
and not personally

not personally as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF
MODIFICATION AND EXTENSION OF MORTGAGE
DATED DECEMBER 14, 2002 FOR TRUST NO. 10651

30028957

This instrument is executed by LaSalle Bank National Association, not personally but as Trustee under Trust No. 10651 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association, by reason of anything contained in said instrument, or in any previously executed, whether or not executed by said LaSalle Bank National Association, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle Bank National Association, personally or as said Trustee, to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof, but so far as said Trustee and its successors and said LaSalle Bank National Association personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

In the event of any conflict between the provisions of the exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

LASALLE BANK NATIONAL ASSOCIATION
as Trustee under Trust No. 10651
and not individually.

By: 
Annette N. Brusca, Vice President

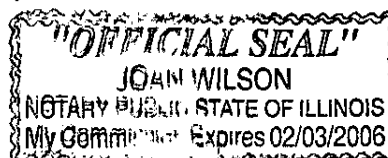
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Vice President of LaSalle Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument respectively, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this 16th day of December, 2002.

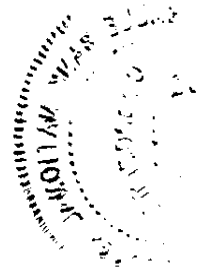

NOTARY PUBLIC

My Commission Expires:



UNOFFICIAL COPY

Property of Cook County Clerk's Office



NATIONAL ASSOCIATION OF
Borrower: LASALLE BANK, V.P. as Trustee for *
as Trustee under Trust Agreement No. 10651 and not personally

UNOFFICIAL COPY
30028957

SEE RIDER ATTACHED FOR SIGNATURES
TRUSTEE AND NOTARY ACKNOWLEDGMENT

not personally, but as Trustee
Borrower: _____ Borrower: _____
Borrower: _____ Borrower: _____
Borrower: _____ Borrower: _____
Guarantor: _____ Guarantor: _____
Guarantor: _____ Guarantor: _____

LENDER: FIRST NORTHWEST BANK

Todd M Birch
TODD M BIRCH
VICE PRESIDENT

State of _____)
County of _____) ss.

State of Illinois)
County of Cook) ss.

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ 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 12/13/02 by Todd M. Birch as Vice President on behalf of the First Northwest Bank

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

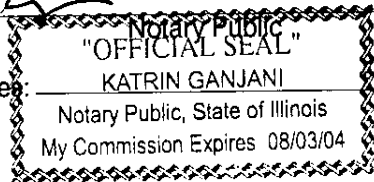
Given under my hand and official seal, this 13th day of December 2002

Notary Public

Katrin Ganjani

Commission expires: _____

Commission expires: _____



Prepared by and return to: FIRST NORTHWEST BANK-234 W. N.W HWY., ARLINGTON HTS., IL 60004