

# UNOFFICIAL COPY

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2003-03-17 14:27:08  
Cook County Recorder 28.50



Prepared By & Return to:  
Community Bank Wheaton/Glen Ellyn  
100 N. Wheaton Avenue  
Wheaton, IL 60187  
630-933-0900 (Lender)

end To

FIRST AMERICAN TITLE

ORDER # 77357

## MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
CYNTHIA J. FRIEDMAN		BARRY FRIEDMAN D/B/A BARRY'S LUXURY LIMOUSINES	
ADDRESS		ADDRESS	
1615 WALKER AVE. STREAMWOOD, IL 60017		1615 WALKER AVE. STREAMWOOD, IL 60017	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

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: **THIS EXTENSION AND MODIFICATION OF MORTGAGE INCREASES THE MORTGAGE AMOUNT TO \$39,000.00**

\*\* AND MODIFIED 1/3/03 as document 0030007851

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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.

30361068  
30361068

MAY 11 1970  
\$ 13000

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 WHOLESALE MORTGAGE, BANKONE ASSIGNED TO TMS MORTGAGE

GRANTOR: CYNTHIA J. FRIEDMAN

GRANTOR:

  
CYNTHIA J. FRIEDMAN  
MARRIED TO BARRY FRIEDMAN

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER: BARRY FRIEDMAN D/1/1/  
BARRY'S LUXURY LIMOUSINES

BORROWER:

*Barry Friedman*  
BARRY FRIEDMAN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

*Barry Friedman*  
BARRY FRIEDMAN

GUARANTOR:

GUARANTOR:

LENDER: Community Bank Wheaton/Glen Ellyn

*Debra Palm*  
DEBRA J. PALM  
VICE PRESIDENT

State of ILLINOIS )

State of ILLINOIS )

County of DUPAGE ) ss.

County of DUPAGE ) ss.

I, THE UNDERSIGNED a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRY & CYNTHIA FRIEDMAN personally known to me to be the same person S whose name S 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 5TH DAY OF MARCH, 2003 by DEBRA PALM as VICE PRESIDENT on behalf of the COMMUNITY BANK WHEATON / GLEN ELLYN

Given under my hand and official seal, this 5TH day of MARCH, 2003

Given under my hand and official seal, this 5TH day of MARCH, 2003

*Jonathan Todd Fischer*  
Notary Public  
**OFFICIAL SEAL**  
Commission expires: 11-26-05  
JONATHAN TODD FISCHER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/26/05

*Jonathan Todd Fischer*  
Notary Public  
Commission expires: 11-26-05

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

**OFFICIAL SEAL**  
JONATHAN TODD FISCHER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/26/05