

# UNOFFICIAL COPY



03065119

## MODIFICATION AND EXTENSION OF MORTGAGE

<p><b>GRANTOR</b> HARRIS BANK ROSELLE, as Trustee, under Trust Agreement No. 13070 dated JANUARY 30, 1970.</p> <p><b>ADDRESS</b> 110 E. IRVING PARK ROAD ROSELLE, IL 60172 TELEPHONE NO. 708-980-2700 IDENTIFICATION NO.</p>	<p><b>BORROWER</b> The Borrowers shown on the Promissory Notes and Agreements shown below.</p> <p><b>ADDRESS</b></p> <p><b>TELEPHONE NO.</b> 708-980-2700 <b>IDENTIFICATION NO.</b></p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of DECEMBER, 1993, is executed by and between the parties indicated below and Lender.

A. On SEPTEMBER 8, 1992, 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 TWENTY THOUSAND AND NO/100 Dollars (\$ 120,000.00), 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 SEPTEMBER 29, 1992 as Document No. 22713214 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:

- (1) The maturity date of the Note is extended to JUNE 1, 1994, 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, 1993, the unpaid principal balance due under the Note was \$ 120,000.00, and the accrued and unpaid interest on that date was \$ 680.57.
- (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, set-offs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (6) The Mortgage is further modified as follows:  
**THE TERM OF THE NOTE IS EXTENDED TO JUNE 1, 1994.**

### SCHEDULE A

THE NORTH 780 FEET MEASURED ON WEST LINE THEREOF (SOUTH LINE BEING PARALLEL WITH NORTH LINE) (EXCEPT WEST 78 FEET THEREOF MEASURED AT RIGHT ANGLE TO SAID WEST LINE AND EXCEPT THE NORTH 50 FEET THEREOF) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST QUARTER LYING WEST OF THE WEST LINE OF THE EAST 60 ACRES OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACK OF LAND; TO WIT: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH SIDE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, 258 FEET EAST OF THE NORTHWEST CORNER OF THE EAST 60 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, THENCE SOUTH ON THE WEST LINE OF SAID EAST 60 ACRES, 250 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, 100 FEET THENCE NORTH PARALLEL TO THE WEST LINE OF SAID 60 ACRES, 250 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

03065119

Address of Real Property:  
MERGE AND LARSON  
ROSELLE, IL 60172

Permanent Index No.(s): 07-35-300-014

DEPT-01 RECORDING \$23.50  
#8888 TRAN 3715 12/27/93 15:24:00  
#8888 # \* -03-065119  
COOK COUNTY RECORDER

### SCHEDULE B

23 Feb

