

UNOFFICIAL COPY 05068522



**BANK OF COMMERCE AND INDUSTRY**  
6100 North Northwest Highway  
Chicago, Illinois 60631-2191  
(312) 725-6000 Member FDIC  
"LENDER"



**MODIFICATION AND EXTENSION OF MORTGAGE**

11/11/92  
ACCS 7284

GRANTOR	BORROWER
Comerica Bank-Illinois, as Trustee, under Trust Agreement No. 1000 dated AUGUST 13, 1985. as successor Trustee to Manufacturers Affiliated Trust Co. successor trustee to Affiliated Bank/North Shore, F/N/A North Shore National Bank	Comerica Bank-Illinois, as Trustee, under Trust Agreement No. 1000 dated AUGUST 13, 1985. Mundeline Associates, a Joint Venture by David L. Husman, Joint Venturer
ADDRESS 203 N. LaSalle Chicago, IL 60601 TELEPHONE NO. 312-489-7600	ADDRESS 203 N. LaSalle Chicago, IL 60601 TELEPHONE NO. 312-489-7600
IDENTIFICATION NO.	IDENTIFICATION NO. 36-3430345

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of DECEMBER, 1992, is executed by and between the parties indicated below and Lender.

A. On DECEMBER 1, 1992, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of NINE HUNDRED THOUSAND AND NO/100 Dollars (\$ 900,000.00), 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 12/18/92 as Document No. 22957656 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 1, 1992 executed by Guarantor for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents".

B. The parties hereby agree to modify and extend the Call date of the Note, and it is necessary to provide for a similar modification to Exhibit "1" to the mortgage is Call Option

- The anniversary date of the Note is extended to from 11/01/98 to 12/01/98 and modified to Exhibit "1" to the mortgage is modified accordingly
- The parties acknowledge and agree that, as of DECEMBER 1, 1992, the unpaid principal balance due under the Note was \$ 820,060.15, and the accrued and unpaid interest on that date was \$ n/a
- 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.
- 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.
- 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, offsets or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- The Mortgage is further modified as follows:

Interest Rate is amended from 8.50 to 7.50 commencing with an adjusted payment on 01/01/94 for \$5,663.68 based on the remaining amortization of 289 month.

**SCHEDULE A**

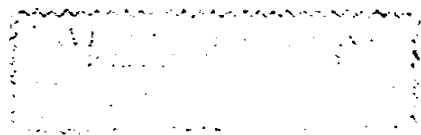
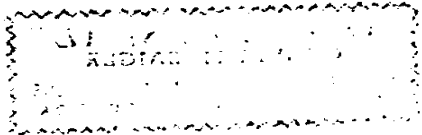
LOTS 48 TO 55, BOTH INCLUSIVE, IN LINCOLN-CRAWFORD PRATT BOULEVARD SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 15 ACRES AND THE SOUTH 1/2 OF THE WEST 25 ACRES (EXCEPT THEREFROM THE SOUTH 30 FEET OF THAT PART LYING WEST OF LINCOLN AVENUE) OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 41, NORTH, RANGE 13 EAST OF THE TERID PRINCIPAL MERIDIAN ALSO THAT PART OF THE EAST 1/4 LYING NORTH EAST OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

This instrument is executed by the undersigned and is intended to be a part of the original instrument and is intended to be a part of the original instrument and is intended to be a part of the original instrument...

Address of Real Property:  
6829-6849 N. Lincoln Avenue  
Chicago, IL 60136

Permanent Index No. (s): 10-34-229-004 to 011

**SCHEDULE B**



2550

# UNOFFICIAL COPY

GRANTOR: Comerica Bank-Illinois  
as Trustee under Trust Agreement No. 1000

GRANTOR:

*Martha Brookins*

not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Comerica Bank-Illinois  
as Trustee under Trust Agreement No. 1000

BORROWER: Mundeline Associates

*Martha Brookins*

*David L. Hugman*  
David L. Hugman

not personally, but as Trustee

BORROWER:

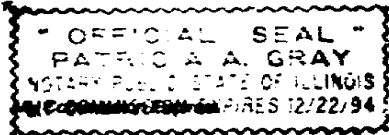
### TRUSTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, Patricia A. Gray, a Notary Public in and for the County and State aforesaid, do hereby certify that  
Martha Brookins and n/a the  
Authorized Officer and n/a

respectively of Comerica Bank Bank/Illinois who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 1000 for the uses and purposes therein set forth, and that the bank does not make the cost of said instrument from said bank's own funds but as the free and voluntary act of said bank, not personally but as Trustee aforesaid for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of DECEMBER, 19 93.



*Patricia A. Gray*  
Notary Public

*James Mann*  
James Mann  
Vice President

Industry

DEPT-01 RECORDINGS  
1993-01-11 10:26:22 AM  
11064  
COOK COUNTY RECORDER

State of Illinois )  
County of Cook ) ss.

State of Illinois )  
County of Cook ) ss.

I, Connie Saiger, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Hugman of Mundeline Associates 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 11-30-93 by James Mann as Vice President

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1993

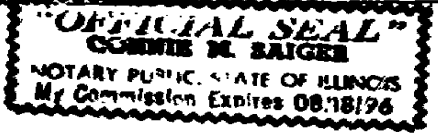
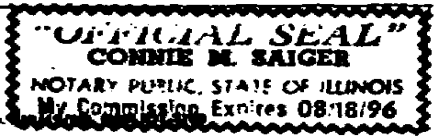
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1993

*Connie Saiger*  
Notary Public

*Connie Saiger*  
Notary Public

Commission expires:

Commission expires:



Prepared by and return to:  
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