

# UNOFFICIAL COPY

1st Equity Bank  
3956 W. Dempster  
Skokie, IL 60076  
847-676-9200 (Lender)



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/19/2003 12:56 PM Pg: 1 of 3

## MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
DANIEL SCHWARTZ	SHARYN SCHWARTZ	DANIEL SCHWARTZ	SHARYN SCHWARTZ
ADDRESS		ADDRESS	
9108 POTTAWATTAMI SKOKIE, IL 60076		9108 POTTAWATTAMI SKOKIE, IL 60076	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
847-674-2531	333-54-3979	847-674-2531	333-54-3979

**THIS MODIFICATION AND EXTENSION OF MORTGAGE**, dated the 8TH day of JANUARY, 2003, is executed by and between the parties indicated below and Lender.

A. On \_\_\_\_\_, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of EIGHTY-EIGHT THOUSAND AND NO/100 Dollars (\$ 88,000.00), 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 AUGUST 20, 2001 as Document No. 0010764036 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 JANUARY 8, 2004, 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 JANUARY 8, 2003, the unpaid principal balance due under the Note was \$ 32,000.00, and the accrued and unpaid interest on that date was \$ 32,000.00.
- (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:

**THE LINE IS BEING DECREASED FROM \$128,000.00 TO \$120,000.00 AS EVIDENCED BY A NEW NOTE DATED 1/08/03 WITH THE MATURITY DATE OF 1/08/04.**

**THE MINIMUM INTEREST RATE FOR THIS NOTE IS 5.00%**

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## SCHEDULE A

LOT 8 IN BLOCK 2 IN BEN SEAR'S TIMBER RIDGE ESTATE, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 5 ACRES THEREOF) IN SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 9108 POTTAWATTAMI  
SKOKIE, IL 60076

Permanent Index No.(s): 10-14-300-012-0000

## SCHEDULE B

GRANTOR: DANIEL SCHWARTZ


  
DANIEL SCHWARTZ  
HUSBAND

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR: SHARYN SCHWARTZ

  
SHARYN SCHWARTZ  
WIFE

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER:

Daniel Schwartz  
DANIEL SCHWARTZ

BORROWER:

Sharyn Schwartz  
SHARYN SCHWARTZ

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: 1st Equity Bank

Connie Griffin  
~~President~~ Vice President

State of Illinois )  
County of Cook ) ss.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I, Dov Carl a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel + Sharyn Schwartz 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 \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the \_\_\_\_\_

Given under my hand and official seal, this 8<sup>th</sup> day of January 2003

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

Dov Carl  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires: 01/05

Commission expires: \_\_\_\_\_



Prepared by and return to: 1ST EQUITY BANK LOAN DEPARTMENT - CONNIE GRIFFIN