



Mercury Title Company
2023014 1 of 1 Doc

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

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
CHICAGO TITLE LAND TRUST COMPANY, as Trustee, under Trust Agreement No. 1107662 dated OCTOBER 1, 1999.		CHICAGO TITLE LAND TRUST COMPANY, as Trustee, under Trust Agreement No. 1107662 dated OCTOBER 1, 1999.	
ADDRESS		ADDRESS	
171 NORTH CLARK STREET CHICAGO, IL 60601		171 NORTH CLARK STREET CHICAGO, IL 60601	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
312-223-2000		312-223-2000	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 23RD day of APRIL, 2003, is executed by and between the parties indicated below and Lender.

A. On OCTOBER 25, 1999, 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 SEVENTY-TWO THOUSAND AND NO/100 Dollars (\$ 172,000.00), 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 26, 1999 as Document No. 09008107 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 APRIL 23, 2006, 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 APRIL 23, 2003, the unpaid principal balance due under the Note was \$ 150,000.00, 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:
Grantor/Borrower has requested and received an increase of \$50,000.00 to be added to Note #805167 as evidenced by a new Note dated 4/23/03 and maturing 4/23/06 bringing the total indebtedness to \$200,000.00.

[Handwritten signatures and initials]

3M

UNOFFICIAL COPY

SCHEDULE A

LOT 20 IN BLOCK 28 IN EDGEBROOK MANOR, A SUBDIVISION OF LOTS 27, 32, 33, 35, 40, 42, 43, 44, AND 47 TO 52, AND PART OF LOTS 34, 38, 39, 41, AND 45 (EXCEPT RAILROAD) IN BRONSON'S PART OF CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 1, 1922 AS DOCUMENT NUMBER 7414775, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 6111 NORTH CALDWELL
CHICAGO, IL 60646

Permanent Index No.(s): 10-33-325-021-0000

SCHEDULE B

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED OCTOBER 1, 1999, AND KNOWN AS TRUST NUMBER 1107662



By: Joseph F. Sochacki
Joseph F. Sochacki, Assistant Vice President

GRANTOR: _____

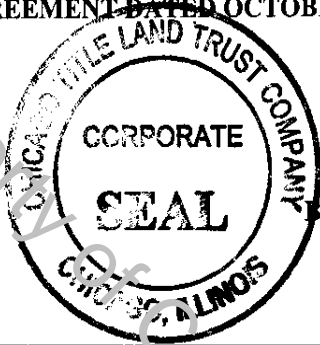
GRANTOR: _____

JKS
initials

UNOFFICIAL COPY

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED OCTOBER 1, 1999, AND KNOWN AS TRUST NUMBER 1107662



By: Joseph F. Sochacki
Joseph F. Sochacki, Assistant Vice President

LENDER: 1st Equity Bank

Robert J. Kolom
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 May 2, 2003 by JOSEPH F. SOCHACKI

as ASST. VICE PRESIDENT
on behalf of the CHICAGO TITLE LAND TRUST COMPANY

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

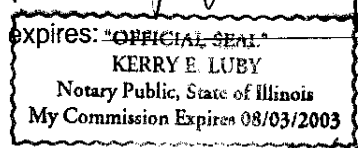
Given under my hand and official seal, this 22 day of May 2003

Notary Public

Notary Public

Commission expires: _____

Commission expires: "OFFICIAL SEAL"



Prepared by and return to: 1ST EQUITY BANK, CONNIE GRIFFIN - VICE PRESIDENT