

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/17/2003 10:14 AM Pg: 1 of 4

COMMUNITY BANK WHEATON/GLEN ELLYN  
357 ROOSEVELT ROAD  
GLEN ELLYN, IL 60137  
630/545-0900 (Lender)

## MODIFICATION AND EXTENSION OF MORTGAGE

<b>GRANTOR</b>		<b>BORROWER</b>	
DAVID M. ALLERS FRANCES JOYCE ALLERS		DAVID M. ALLERS FRANCES JOYCE ALLERS	
<b>ADDRESS</b>		<b>ADDRESS</b>	
149 56TH STREET DOWNERS GROVE, IL 60516		149 56TH STREET DOWNERS GROVE, IL 60516	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
630/971-3444		630/971-3444	

**THIS MODIFICATION AND EXTENSION OF MORTGAGE**, dated the 18TH day of JUNE, 2003, is executed by and between the parties indicated below and Lender.

A. On MARCH 15, 2002, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 475,000.00), 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 APRIL 1, 2002 as Document No. 20365723 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 MARCH 15, 2007, 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 JUNE 18, 2003, the unpaid principal balance due under the Note was \$ 460,786.35, 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:  
**REDUCE INTEREST RATE FROM 7.00% TO 6.00%.**

### BOX 333-CT

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## SCHEDULE A

SEE ATTACHED SCHEDULE "A"

Address of Real Property: 920 E. SHADY WAY  
BURLINGTON HTS., IL 60005

Permanent Index No.(s): 08-15-304-024

## SCHEDULE B

NONE

GRANTOR: DAVID M. ALLERS

  
DAVID M. ALLERS  
HUSBAND

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR: FRANCES JOYCE ALLERS

  
FRANCES JOYCE ALLERS  
WIFE

GRANTOR:

GRANTOR:

GRANTOR:

# UNOFFICIAL COPY

BORROWER:

David M. Allers  
DAVID M. ALLERS

BORROWER:

Frances Joyce Allers  
FRANCES JOYCE ALLERS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: COMMUNITY BANK WHEATON/GLEN ELLYN

Paul Mueller, Jr.  
Paul Mueller, Jr.  
Vice President

State of ILLINOIS )  
County of DUPAGE ) SS.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

I, LORRAINE WILSON HARDY a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID M. ALLERS AND FRANCES J. ALLERS 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 \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the \_\_\_\_\_

Given under my hand and official seal, this 18<sup>TH</sup> day of JUNE 2003

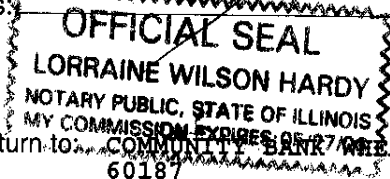
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Lorraine W. Hardy  
Notary Public

Notary Public

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

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



Prepared by and return to: COMMUNITY BANK WHEATON/GLEN ELLYN 100 N. WHEATON AVE. WHEATON IL 60187

**UNOFFICIAL COPY****SCHEDULE A**

The street address of the Property (if applicable) is: 920 E. Shady Way  
Arlington Hts., IL 60005

Permanent Index No.(s): 08-15-304-024

The legal description of the Property is:

THE WEST 260 FEET OF LOT 2 (EXCEPT THE NORTH 21.0 FEET OF THE EAST 74.08 FEET THEREOF), IN BLOCK 7 IN CEDAR GLEN SUBDIVISION OF LOTS 1, 5 AND 6 IN OWNER'S SUBDIVISION OF THE WEST 15 RODS OF THE SOUTHEAST 1/4 AND THE EAST 46/80THS (AS MEASURED ON THE NORTH AND SOUTH LINES), OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT THEREOF COMMENCING AT THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES, 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 26.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 00 MINUTES, 46 SECONDS WEST, A DISTANCE OF 218.83 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 89 DEGREES, 17 MINUTES, 12 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 172.69 FEET; THENCE NORTH 00 DEGREES, 13 MINUTES, 21 SECONDS WEST, A DISTANCE OF 86.50 FEET; THENCE SOUTH 89 DEGREES, 18 MINUTES, 00 SECONDS WEST, A DISTANCE OF 4.08 FEET; THENCE NORTH 00 DEGREES, 05 MINUTES, 34 SECONDS WEST, A DISTANCE OF 43.82 FEET; THENCE NORTH 89 DEGREES, 16 MINUTES, 41 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 00 DEGREES, 01 MINUTES, 13 SECONDS WEST, A DISTANCE OF 88.48 FEET; THENCE SOUTH 89 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 172.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office