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0322508098

Northview Bank & Trust
245 Waukegan Road
Northfield, IL 60093
847-446-0245 (Lender)

Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/13/2003 10:16 AM Pg: 1 of 5

377013

MODIFICATION AND EXTENSION OF MORTGAGE

| | | | |
|--|---------------------------|---|---------------------------|
| GRANTOR CHICAGO TITLE LAND TRUST COMPANY, as Trustee, under Trust Agreement No. 1106741 dated JANUARY 7, 1999. | | BORROWER The Borrowers shown on the Promissory Notes and Agreements shown below. | |
| ADDRESS | | ADDRESS | |
| TELEPHONE NO. | IDENTIFICATION NO. | TELEPHONE NO. | IDENTIFICATION NO. |

5

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 17TH day of JUNE, 2003, is executed by and between the parties indicated below and Lender.

A. On DECEMBER 17, 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 FIFTY THOUSAND AND NO/100 Dollars (\$ 450,000.00), 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 JANUARY 3, 2003 as Document No. 0030005075 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 5, 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 JUNE 17, 2003, the unpaid principal balance due under the Note was \$ 128,824.32, and the accrued and unpaid interest on that date was \$ 574.40.

(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 MATURITY DATE OF THIS MORTGAGE IS HEREBY DELETED.
THE TOTAL OF ALL INDEBTEDNESS SO SECURED SHALL NOT EXCEED SIX HUNDRED FIFTY THOUSAND & NO/1000 DOLLARS (\$650,000.00).

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SCHEDULE A

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Address of Real Property: 20 MEADOWWOOD LANE
NORTHFIELD, IL 60093

Permanent Index No.(s): 04-25-200-077-0000 & 04-25-200

SCHEDULE B

GRANTOR: CHICAGO TITLE LAND TRUST COMPANY
as Trustee under Trust Agreement No. 1106741

GRANTOR:

not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY /
AS TRUSTEE UNDER TRUST AGREEMENT # 1106741

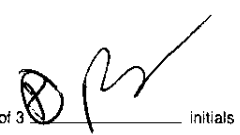
GRANTOR:

NOT PERSONALLY, but AS TRUSTEE

GRANTOR:

GRANTOR:

SEE ATTACHED EXCULPATORY
CLAUSE FOR SIGNATURE

 initials

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BORROWER: CHICAGO TITLE LAND TRUST COMPANY as Trustee under Trust Agreement No. 1106741
BORROWER: PAUL LOYD STANLEY

not personally, but as Trustee
BORROWER: PAUL LOYD STANLEY
BORROWER:

AS TRUSTEE OF THE REVOCABLE LIVING TRUST OF PAUL LOYD STANLEY DTD 2/27/92
BORROWER:
BORROWER:

BORROWER: BORROWER:

GUARANTOR: GUARANTOR:

GUARANTOR: GUARANTOR:

LENDER: Northview Bank & Trust

KOOI LIN CHADDAH
VICE PRESIDENT

State of Illinois)
County of Cook) ss.

State of Illinois)
County of Cook) ss.

I, Loretta A. Bondi a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Loyd Stanley personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 17th day of June 2003 by Kooi Lin Chaddah as Vice President on behalf of the Northview Bank & Trust

Given under my hand and official seal, this 17th day of June, 2003

Given under my hand and official seal, this 17th day of June, 2003

Loretta A. Bondi
Notary Public
OFFICIAL SEAL
LORETTA A. BONDI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08-02-06

Loretta A. Bondi
OFFICIAL SEAL
LORETTA A. BONDI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08-02-06

Prepared by and return to: NORTHVIEW BANK & TRUST 245 WAUKEGAN ROAD NORTHFIELD IL 60093

UNOFFICIAL COPYEXHIBIT "A"**PARCEL 1:**

LOTS 1 AND 2 IN FREEMAN J. WOODS SUBDIVISION OF SOUTH 20 RODS OF LOT 2 LYING EAST OF WEST 40 RODS THEREOF IN COUNTY CLERK'S DIVISION OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER SO MUCH OF LOTS 1 AND 2 AS IS DESCRIBED AS FOLLOWS AS SHOWN ON PLAT OF SUBDIVISION OF FREEMAN J. WOODS AFORESAID, RECORDED SEPTEMBER 17, 1979 AS DOCUMENT 25149165 AND RE-RECORDED NOVEMBER 1, 1979 AS DOCUMENT 25220299. THAT PART OF LOT 2 IN SAID COUNTY CLERK'S DIVISION OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS, A DISTANCE OF 331.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 30 DEGREES 14 MINUTES 16 SECONDS WEST A DISTANCE OF 175.16 FEET TO A POINT; THENCE SOUTH 21 DEGREES 06 MINUTES 10 SECONDS WEST A DISTANCE OF 10.42 FEET TO A POINT OF CURVATURE; THENCE 121.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 27 FEET TO A POINT; THENCE NORTH 30 DEGREES 14 MINUTES 16 SECONDS EAST A DISTANCE OF 144.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE EAST A DISTANCE OF 4079 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF THE SOUTH 1/2 OF THE NORTH 2/3 OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WEST 40 RODS AND SOUTH OF THE NORTH 20 RODS OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 IN SAID COUNTY CLERK'S SUBDIVISION OF SECTION 25 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 301.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 42.43 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 42.43 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING ALL IN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS A 20 FOOT STRIP FROM WINNETKA ROAD TO THE NORTH LINE OF THE SOUTH 20 RODS OF THAT PART OF LOT 2 IN COUNTY CLERK DIVISION AFORESAID LYING EAST OF THE WEST 40 RODS THEREOF, PLACED EQUIDISTANT FROM THE EAST AND WEST LINES OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE SAID LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST #1106741 ATTACHED TO AND MADE A PART OF THE MODIFICATION AND EXTENSION OF MORTGAGE DATED JUNE 17, 2003 , TO NORTHVIEW BANK & TRUST.

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.

Date: JULY 23, 2003

CHICAGO TITLE LAND TRUST COMPANY as Trustee
Under Trust No. 1106741

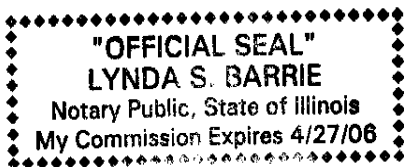
By: *Sheila Dussart*
Assistant Vice President



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 23RD day of JULY , 2003



Lynda S. Barrie
NOTARY PUBLIC