

# UNOFFICIAL COPY



Doc#: 0506202189  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/03/2005 09:24 AM Pg: 1 of 4

Geneva

8256635

FIRST COMMUNITY BANK  
165 S RANDALL RD  
ELGIN, IL 60123  
(LENDER)

## MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR	BORROWER
SANDMILL, INC.	SANDMILL, INC. DANIEL NAVA NANCY NAVA
ADDRESS	ADDRESS
2329 RFD LONG GROVE IL 60047-8349	2329 RFD LONG GROVE IL 60047-8349
IDENTIFICATION NO.	IDENTIFICATION NO.
000-00-0000	000-00-0000

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 25th day of FEBRUARY 2005, is executed by and between the parties indicated below and Lender.

A. On 04/16/02, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of One million two hundred seventy thousand five \*\*\*\*\* Dollars (\$ 1,270,515.48 ), 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 N/A at Page N/A Filing date 04/17/00 as Document No. 0020435434 \* 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 04/16/02 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 being extended and may be subject to future advances.
- (2) The parties acknowledge and agree that, as of 02/25/05, the unpaid principal balance due under the Note was \$ 1,270,515.48, and the accrued and unpaid interest on that date was \$ .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: \*MORTGAGE RECORDED DECEMBER 17, 2004 AS DOCUMENT #0434219015

J.M. initials  
JHA FCBILO1 4/00

BOX 333-CT

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**SCHEDULE A**

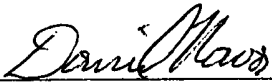
SEE ATTACHED EXHIBIT 'A'

Address of Real Property: 3375 MILWAUKEE AVE  
CLEVIEW, IL 60025

Permanent Index No.(s): 04-30-201-006

**SCHEDULE B**

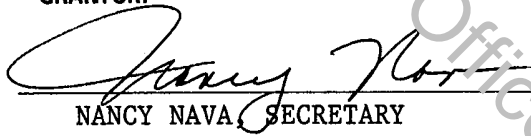
GRANTOR: SANDMILL, INC.



DANIEL NAVA, PRESIDENT

GRANTOR:

GRANTOR:



NANCY NAVA, SECRETARY

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

*D.N.*  
*N.N.*

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BORROWER: SANDMILL, INC.

*Daniel Nava*

DANIEL NAVA, PRESIDENT

BORROWER:

*Daniel Nava*

DANIEL NAVA, INDIVIDUALLY

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

BORROWER:

*Nancy Nava*

NANCY NAVA, SECRETARY

BORROWER:

*Nancy Nava*

NANCY NAVA, INDIVIDUALLY

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

LENDER: FIRST COMMUNITY BANK

*Thomas W. Hansen*

THOMAS W. HANSEN, SR. VICE PRESIDENT

State of ILLINOIS )

State of ILLINOIS )

ss.

ss.

County of COOK )

County of KANE )

I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Nava and Nancy Nava are personally known to me to be the same person S whose name S

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and

delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth

The foregoing instrument was acknowledged before me this 02-25-05

by THOMAS W. HANSEN

as SR. VICE PRESIDENT

on behalf of the FIRST COMMUNITY BANK

Given under my hand and official seal, this 25<sup>th</sup> day of February, 2005.

*Dina Strepek*

Notary Public

"OFFICIAL SEAL"  
Dina Strepek  
Notary Public, State of Illinois  
My Commission Expires Aug. 13, 2008

*Dina Strepek*

Notary Public

Commission expires: Aug. 13, 2008

Commission expires: Aug. 13, 2008

Prepared by and return to:

FIRST COMMUNITY BANK  
165 S RANDALL RD  
ELGIN, IL 60123

"OFFICIAL SEAL"  
Dina Strepek  
Notary Public, State of Illinois  
My Commission Expires Aug. 13, 2008

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## EXHIBIT 'A'

THAT PART OF THE SOUTH 15 ACRES OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH ½ WITH THE CENTER LINE OF MILWAUKEE AVENUE, WHICH POINT IS 1075.64 FEET MORE OR LESS EAST OF THE WEST LINE OF SAID NORTHEAST ¼ AND RUNNING THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF MILWAUKEE AVENUE A DISTANCE OF 154.06 FEET TO ITS INTERSECTION WITH A LINE 125 FEET MEASURED PERPENDICULARLY NORTH AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG CENTER LINE OF MILWAUKEE AVENUE, 150.73 FEET TO THE NORTH LINE OF SAID SOUTH 15 ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 15 ACRES 391.85 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SANDERS ROAD 123.30 FEET TO ITS INTERSECTION WITH A LINE 125 FEET MEASURED NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH ½; THENCE WEST ALONG AFOREMENTIONED LINE 319.46 FEET TO THE PLACE OF BEGINNING, (EXCEPT FROM SAID TRACT OF LAND THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANDERS ROAD WITH A LINE 125 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ½ AFORESAID; THENCE WEST, ON SAID PARALLEL LINE, TO THE INTERSECTION WITH A LINE 50 FEET WESTERLY OF AND PARALLEL WITH SAID CENTER LINE; THENCE NORTHWESTERLY ON SAID 50 FEET PARALLEL LINE, TO THE NORTH LINE OF THE SOUTH 15 ACRES AFORESAID; THENCE EAST ON SAID NORTH LINE, TO THE CENTER LINE OF SANDERS ROAD AFORESAID, THENCE SOUTHEASTERLY ON SAID CENTER LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-30-201-006-0000.

Cook County Clerk's Office