



UNOFFICIAL COPY

MODIFICATION AND EXTENSION OF MORTGAGE

<p>GRANTOR HARRIS BANK ROSELLE, as Trustee, under Trust Agreement No. 13310 dated NOVEMBER 19, 1991.</p> <p>ADDRESS 110 E. IRVING PARK ROAD ROSELLE, IL 60172 TELEPHONE NO. 708-980-2727 IDENTIFICATION NO.</p>	<p>BORROWER The Borrowers shown on the Promissory Notes and Agreements shown below.</p> <p>ADDRESS</p> <p>TELEPHONE NO. 708-980-2727 IDENTIFICATION NO.</p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 31ST day of AUGUST, 1993, is executed by and between the parties indicated below and Lender.

A. On JANUARY 31, 1992, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SEVENTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 72,750.00), 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 FEBRUARY 5, 1992 as Document No. 92-075977. In the records of the Recorder's (Registrar's) Office of _____ 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 31, 1997, 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 AUGUST 31, 1993, the unpaid principal balance due under the Note was \$ 65,143.72, 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:

SCHEDULE A

UNIT E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN MORSE AVENUE INDUSTRIAL CONDOMINIUM AS DELINATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 86-615281, IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Property:
1010 W. MORSE, UNIT E
SCHAUMBURG, IL 60193

Permanent Index No.(s): 07-33-102-060

SCHEDULE B

DEPT-01 RECORDING \$23.50
T#8888 TRAN 5275 10/18/93 12:18:00
#0623 # * -93-832673

COOK COUNTY RECORDER

Notary Public Seal

Handwritten signature/initials

UNOFFICIAL COPY

GRANTOR: HARRIS BANK ROSELLE
as Trustee under Trust Agreement No. 13310

GRANTOR:

David O. Franzen

not personally, but as Trustee

GRANTOR:

GRANTOR:

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each, and all of the warranties, representations, covenants, undertakings and agreements herein made on the part of the Harris Bank Roselle while in full compliance to be the warranties, representations, covenants, undertakings and agreements of said Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, undertakings and agreements by the Bank, or for the purpose or with the intention of binding said Bank personally but are made and intended solely for the purpose of binding each partner of the trust property specifically described herein, and this instrument is executed and delivered by said Bank not in its own right, but solely in the capacity of the trustee conferred upon it by virtue of the land trust agreement and that no personal liability or personal responsibility is assumed by, nor shall at any time be imputed to or enforceable against the Bank on account of this instrument or on account of any warranties, representations, covenants, undertakings or agreements in this instrument contained, which are expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Bank has no obligations or duties in regard to the acquisition, management and control of the trust premises, nor does it have any proprietary interest therein, and that said Bank has no right in any of the rents, issues and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Bank is not the agent for the beneficiaries of the trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

GRANTOR:

GRANTOR:

BORROWER: HARRIS BANK ROSELLE
as Trustee under Trust Agreement No. 13310

BORROWER: ROBERT GEORGE

Robert George

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: HARRIS BANK ROSELLE

Wes W. Frangul
WES W. FRANGUL
ASSISTANT VICE PRESIDENT

State of Illinois)
County of Cook) ss.

State of _____)
County of _____) ss.

the undersigned _____, a notary

The foregoing instrument was acknowledged before me this _____ by _____

public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID O. FRANZEN _____

as _____

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

on behalf of the _____

signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 31st day of August, 1993

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

Joan F. Racine
Notary Public

Notary Public

Commission expires: 10-28-95



Prepared by and return to: S. ANNORENO

C/O HARRIS BANK ROSELLE, 110 E. IRVING PARK ROAD
ROSELLE, ILLINOIS 60172