

**BANK OF HOMEWOOD**  
A Great Lakes Bank

2034 Ridge Road, Homewood, IL 60430  
(708) 793-6000  
18600 Olive Highway, Homewood, IL 60430  
"LENDER"

**MODIFICATION AND  
EXTENSION OF MORTGAGE**

Bank One, LaGrange GRANTOR f/k/a First Illinois Bank and Trust, as Trustee, under Trust Agreement No. 1166 dated DECEMBER 2, 1969.	Bank One, LaGrange BORROWER f/k/a First Illinois Bank and Trust, as Trustee, under Trust Agreement No. 1166 dated DECEMBER 2, 1969.
ADDRESS 14 South LaGrange Road LaGrange, IL 60525	ADDRESS 14 South LaGrange Road LaGrange, IL 60525
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 4TH day of NOVEMBER, 1992, is executed by and between the parties indicated below and Lender.

A. On NOVEMBER 14, 1990, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SIXTY THOUSAND AND 00/100

Dollars (\$ 60,000.00 ), 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 NOVEMBER 20, 1990 as Document No. 90-566998 in the records of the Recorder's (Registrar's) Office of Cook County, Illinois. The 1990 Mortgage and any other related documents including, but not limited to, a Guaranty dated NOVEMBER 9, 1990 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 NOVEMBER 4, 1993, 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 NOVEMBER 4, 1992, the unpaid principal balance due under the Note was \$ 60,000.00, 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:

1. COLLATERAL SECURING OTHER LOANS WITH LENDER MAY ALSO SECURE THIS LOAN.
2. RENEWAL OF THIS LOAN WILL BE SUBJECT TO A RENEWAL FEE.

**SCHEDULE A**

Lot 1 in Otto's Resubdivision of Lot 3 and part of Lot 7 in Block 4 in the Subdivision of 91.76 acres of the SE 1/4 of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDINGS \$23.00  
T#0000 TRAN 3195 02/01/93 10:40:00  
#3019 # 93-080574  
COOK COUNTY RECORDER

93080574

Address of Real Property:  
927 Park Drive  
Flossmoor, IL 60422

Permanent Index No.(s): 31-01-412-019

**SCHEDULE B**

EXISTING LIENS OF RECORD.

23E

# UNOFFICIAL COPY

GRANTOR: Bank One, La Grange f/k/a First Illinois Bank and Trust as Trustee under Trust Agreement No. 1166

not personally, but as Trustee

GRANTOR:

By: Ruth Reid  
Land Trust Officer

GRANTOR:

GRANTOR:

BANK ONE, LA GRANGE f/k/a  
BORROWER: First Illinois Bank and Trust  
as Trustee under Trust Agreement No. 1166

not personally, but as Trustee

BORROWER:

By: Ruth Reid  
Land Trust Officer

BORROWER:

BORROWER:

GUARANTOR: Alvin L. Wagner, Jr.  
Alvin L. Wagner, Jr.

GUARANTOR:

GRANTOR:

Attest: Ilana Grimm  
Pro Secretary

GRANTOR:

This instrument is executed by BANK ONE, LA GRANGE, not personally but solely as Trustee, under the provisions of a deed of trusts in Trust duly recorded and delivered to BANK ONE, LA GRANGE in pursuance of a Trust Agreement, dated 12-2-19 69, and known as Trust Agreement No. 1166, of the exercise of the power of attorney and other powers contained therein. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (including the provisions of the Trust Agreement, promises or agreements) by BANK ONE, LA GRANGE shall be performed by it solely as Trustee, as aforesaid, and no individual and no personal liability shall be asserted or be enforceable against BANK ONE, LA GRANGE by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

BORROWER:

Attest: Ilana Grimm  
Pro Secretary

BORROWER:

BORROWER:

GUARANTOR: Susan Wagner  
Susan Wagner

GUARANTOR:

LENDER:

William W. Addy  
William W. Addy  
President

State of ILLINOIS )  
County of COOK ) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruth Reid, Land Trust Officer of Bank One, LaGrange and Ilana Grimm, Pro Secretary personally known to me to be the same person as whose name as subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that I he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 21st day of January, 1993.

Christine A. Chodora  
Notary Public  
Commission expires: 11-15-95

OFFICIAL SEAL  
CHRISTINE L. CHODORA  
NOTARY PUBLIC STATE OF ILL.  
MY COMMISSION EXP. NOV. 15, 1995

Prepared by and return to:

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

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

\_\_\_\_\_  
Notary Public  
Commission expires: \_\_\_\_\_