

**MODIFICATION AND
 EXTENSION OF MORTGAGE**

GRANTOR CAPITOL BANK AND TRUST, as Trustee, under Trust Agreement No. 1879 dated OCTOBER 15, 1989.	BORROWER CAPITOL BANK AND TRUST, as Trustee, under Trust Agreement No. 1879 dated OCTOBER 15, 1989. FRANKLIN G TREACE CAROL M TREACE
ADDRESS 4801 W. FULLERTON CHICAGO, IL 60639 TELEPHONE NO. 312/622-7100	ADDRESS 4801 W. FULLERTON CHICAGO, IL 60639 TELEPHONE NO. 312/622-7100
IDENTIFICATION NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of APRIL, 1993, is executed by and between the parties indicated below and Lender.

A. On FEBRUARY 1, 1990, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00), 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 _____ Filing date MAY 15, 1990 as Document No. 90224308 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 APRIL 1, 1994 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 APRIL 1, 1993, the unpaid principal balance due under the Note was \$ 39,789.85, 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, or offsets or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (6) The Mortgage is further modified as follows:

DEPT-01 RECORDING \$23.50
 T#8888 TRAN 5857 04/26/93 10:09:00
 #2204 # *93-306720
 COOK COUNTY RECORDER

SCHEDULE A

LOT 8 IN BLOCK 73 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17 AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

93306720

Address of Real Property:
**15314 LEXINGTON
 HARVEY, IL 60426**

Permanent Index No. (e): **29-17-115-035**

SCHEDULE B

UNOFFICIAL COPY

GRANTOR: CAPITOL BANK AND TRUST
as Trustee under Trust Agreement No. 1879

GRANTOR:

BY: *E. J. Lucas*
EDWARD J. LUCAS SENIOR VICE PRESIDENT & TRUST OFFICER
not personally, but as Trustee

GRANTOR:

GRANTOR:

ATTEST BY: *Sharon K. Crowley*
SHARON K. CROWLEY TRUST OFFICER

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: CAPITOL BANK AND TRUST
as Trustee under Trust Agreement No. 1879

BORROWER: FRANKLIN G TREACE

BY: *E. J. Lucas*
EDWARD J. LUCAS SENIOR VICE PRES. & TRUST OFF.
not personally, but as Trustee

X *Franklin G. Treace*

BORROWER: CAROL M. TREACE

BORROWER:

X *Carol M. Treace*

ATTEST BY: *Sharon K. Crowley*
SHARON K. CROWLEY TRUST OFFICER

BORROWER:

BORROWER:

BORROWER:

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid, and the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: CAPITOL BANK OF WESTMONT

Patricia Wilkerson

PATRICIA WILKERSON
SENIOR VICE PRESIDENT

93306720

STATE OF ILLINOIS }
COUNTY OF COOK }

VICTORIA J. KLOBUKOWSKI

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that EDWARD J. LUCAS, Sr. VICE PRES. & Trust Officer of the Capitol Bank and Trust and Sharon K. Crowley

Sharon K. Crowley

VICTORIA J. KLOBUKOWSKI

NOTARY PUBLIC

My Comm. Expires 9/15/96

Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and ~~Assistant~~ Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer ~~also~~ acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of APRIL, 1993

Victoria J. Klobukowski

Notary Public