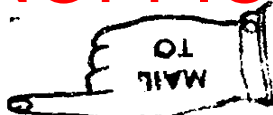




BANK OF COMMERCE AND INDUSTRY

6100 North Northwest Highway Chicago, Illinois 60631-2191 (312) 775-8000 Member FDIC "LENDER"



MODIFICATION AND EXTENSION OF MORTGAGE

QSK

Table with 2 columns: GRANTOR and BORROWER. Each column lists names, addresses, and identification numbers.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 13TH day of APRIL, 1993, is executed by and between the parties indicated below and Lender.

A. On OCTOBER 13, 1992, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED THOUSAND AND NO/100

Dollars (\$ 200,000.00), 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 6, 1992 as Document No. 92829333 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 OCTOBER 13, 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 APRIL 13, 1993, the unpaid principal balance due under the Note was \$ 200,000.00, 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:

SCHEDULE A

LOT 2 IN CRIEL'S FIRST ADDITION TO EDGEBROOK BEING A RESUBDIVISION OF THE WESTERLY QUARTER OF THE NORTH EASTERLY HALF OF LOT 16 (EXCEPT THAT PART HERETOFORE DEDICATED FOR PUBLIC STREETS) IN OGDEN AND JONES SUBDIVISION OF BRONSON'S PART OF CALDWELL'S RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OF LOT 18 (EXCEPT THE SOUTH WESTERLY 20 FEET THEREOF) IN BLOCK 12 IN THE FIRST ADDITION TO BECKER'S EDGEBROOK FOREST PRESERVE ADDITION BEING A SUBDIVISION OF LOT 1 AND THE SOUTH WESTERLY HALF OF LOT 16 IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELL RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

93255388

Address of Real Property: 6253 N. Leggett Avenue Chicago, IL 60646

Permanent Index No.(s): 13-04-219-050

SCHEDULE B

Handwritten signature/initials: 2350, a

UNOFFICIAL COPY

GRANTOR: Tony Montemurro

Tony Montemurro

Tony Montemurro
Husband

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER:

Tony Montemurro

Tony Montemurro

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GRANTOR: Josephine Montemurro

Josephine Montemurro

Josephine Montemurro
Wife

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER:

Josephine Montemurro

Josephine Montemurro

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

LENDER: Bank of Commerce & Industry

Richard Kenost

Richard Kenost
Vice President

State of _____)

County of _____) ss.

State of _____)

County of _____) ss.

93355388 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.

The foregoing instrument was acknowledged before me this _____ by _____ as _____ on behalf of the _____

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

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

Notary Public

Notary Public

Commission expires: _____

Commission expires: _____

Prepared by and return to: