

UNOFFICIAL COPY



BANK OF COMMERCE AND INDUSTRY
 6100 North Northwest Highway
 Chicago, Illinois 60631-2191
 (312) 775-8000 Member FDIC
 "LENDER"



MODIFICATION AND EXTENSION OF MORTGAGE

94555303

GRANTOR		BORROWER	
Tony Montemurro Josephine Montemurro		Tony Montemurro Josephine Montemurro	
ADDRESS		ADDRESS	
6253 N. Legett Avenue Chicago, IL 60646 TELEPHONE NO. _____		6253 N. Legett Avenue Chicago, IL 60646 TELEPHONE NO. _____	
IDENTIFICATION NO.		IDENTIFICATION NO.	

DEPT-01 RECORDING \$23.50
 170014 TRAN 2041 06/24/94 18:34:00
 #8895 # AR *-94-555303
 COOK COUNTY RECORDER

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 13TH day of APRIL, 1994, is executed by and between the parties indicated below and Lender.

A. On OCTOBER 13, 1993, 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 APRIL 13, 1995, 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, 1994, 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:
- (7) Said Note & Mortgage was previously modified on 6/13/93 and 10/13/93

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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 17 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

94555303

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

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

SCHEDULE B

2350

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 Knost
Richard Knost
Vice President

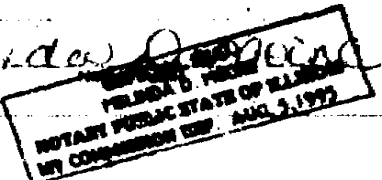
REC-101 RECORDING \$23.50
RAN 2041 06/24/96 15:13:40
AR * -94-155303
COOK COUNTY RECORDER

State of Illinois)
County of Cook) ss.

I, Melinda D. Moore, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tony + Josephine Montemurro personally known to me to be the same person 2 whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the 4 signed, sealed and delivered the said instrument as the 10 and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 21st of July, 1995

Commission expires: _____



State of _____)
County of _____) ss.

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

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

Commission expires: _____