

**MODIFICATION AND
 EXTENSION OF MORTGAGE**

GRANTOR
 Robert B. Linn
 Fleury-Ann Linn

BORROWER
 Robert B. Linn
 Fleury-Ann Linn

ADDRESS
 1228 Cherry Street
 Winnetka, IL 60093
TELEPHONE NO. **IDENTIFICATION NO.**

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 Winnetka, IL 60093
TELEPHONE NO. **IDENTIFICATION NO.**

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **14TH** day of **JULY, 1994**, is executed by and between the parties indicated below and Lender

A. On **AUGUST 8, 1987**, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of **SEVENTY-FIVE THOUSAND AND NO/100**

Dollars (\$ **75,000.00**), 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 **AUGUST 21, 1987** as Document No. **87462758** 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 **AUGUST 8, 1987** 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 **JULY 14, 1999**, 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 **JULY 14, 1994**, the unpaid principal balance due under the Note was \$ **75,000.00**, 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:
 Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

SCHEDULE A

LOT 7 IN BLOCK 3 IN WINNETKA MANOR, A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



*Harris Bank
 520 Green Bay Rd
 Winnetka, IL 60093*

Address of Real Property
 1228 Cherry Street
 Winnetka, IL 60093

Permanent Index No. (s): 05-20-115-006

DEPT-01 RECORDING \$23.50
 100808 TRNN 9132 08/03/94 11:10:00
 09024 H 11 - 94 94685410
 COOK COUNTY RECORDER

SCHEDULE B

UNOFFICIAL COPY

GRANTOR: Robert B. Linn

GRANTOR: Fleury-Ann Linn

Robert B. Linn

Fleury-Ann Linn

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER:

BORROWER:

Robert B. Linn

Fleury-Ann Linn

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Harris Bank Winnetka, N.A.

Barbara T. Custer
Loan Officer

State of

Illinois
Cook

County of

State of

County of

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert B. Linn and Fleury-Ann Linn personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this _____ day of _____

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 _____

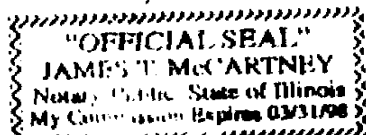
day of _____

Notary Public

Notary Public

Commission expires _____

Commission expires _____



Prepared by and return to: