

# UNOFFICIAL COPY

## MODIFICATION AND EXTENSION AGREEMENT

94825766

THIS MODIFICATION AND EXTENSION AGREEMENT made this 17th day of August 1994 among BANK OF LINCOLNWOOD, an Illinois banking association ("Bank"), the owner and holder of the Note and Mortgage, hereinafter described, and Lowell Yoselowitz, a bachelor, (hereinafter referred to as "Debtor").

### WITNESSETH

WHEREAS, the Debtor has executed, as maker, that certain Revolving Credit Note dated March 19, 1987, payable to the Bank in the principal amount of \$43,000.00 ("Note"), secured by a revolving Credit Mortgage dated March 19, 1987 and registered with the Registrar of Torrens Titles of Cook County, Illinois recorded with the Recorder of Deeds of Cook County on May 8, 1987 as Document No. 3615302, ("Mortgage"); and,

WHEREAS, there remains a principal balance due on the loan evidenced by the Note in the amount of \$43,000.00; and,

WHEREAS, the parties hereby agree to modify and extend the terms of payment of the Note and Mortgage covering the real estate located in Cook County, Illinois, legally described as follows:

Unit 12 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 18th day of April, 1975 as Document No. 2803377.

An undivided .6785% interest (except the Units delineated and described in said survey) in and to the following Described Premises: The South 672.0 feet of the East 658.48 feet of the West 50 Acres of the South 1/2 of the Southeast 1/4 of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian (excepting therefrom the North 132.0 feet of the east 329.20 feet thereof and except the North 375.0 feet of the South 415.0 feet of the East 164.60 feet thereof).

Commonly known as: 602F Cobblestone, Glenview, IL

Tax No.: 04-32-402-035-1084

DEPT-11 600190013 TRAN 9058 09/21/94 15:23:00  
#853 #AP \*-94-825766  
COOK COUNTY RECORDER

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties have agreed as follows:

1. The principal amount of the Line of Credit from and after the date hereof shall be \$43,000.00.
2. The Maturity, as defined in the Note and Mortgage, is hereby extended to August 17, 1999.
3. Except as expressly herein provided, all terms of the note, Mortgage and all other loan documents executed in connection therewith, shall remain in full force and effect. The "Note, as modified by this Modification and Extension agreement, evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 5405. The lien of the Mortgage secures the payment of the Note, as modified by this Modification and Extension Agreement, and all future advances made on the loan evidenced by the Note, to the same extent as if such future advances were made on the date of the execution of the Mortgage without regard to whether or not there is any Advance made at the time the Mortgage or this Modification and Extension Agreement is executed and without regard to whether or not there is any indebtedness outstanding at the time any Advance is made.

IN WITNESS WHEREOF, the undersigned has affixed their signatures to this Modification and Extension Agreement on the day and year first above written.

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2813-2  
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*Lowell Yoselowitz*  
Lowell Yoselowitz

23.50  
DW

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ACCEPTED BY BANK OF LINCOLNWOOD

By James E. Berger  
James E. Berger, Executive Vice President

00775240

ATTEST Patricia K. Pelz  
Patricia K. Pelz, VP & Cashier

STATE OF ILLINOIS )  
                              ) SS:  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lowell Yoselowitz, a bachelor, 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 to me that they subscribed the foregoing instrument as their own free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 17th day of August 1994.

Jerry G. McGovern  
NOTARY PUBLIC



STATE OF ILLINOIS )  
                              ) SS:  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James E. Berger, Executive Vice President of the BANK OF LINCOLNWOOD, and Patricia K. Pelz; Vice President and Cashier, respectively appeared before me this day in person and acknowledged that they signed and delivered said Instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth, and that said Vice President and Cashier did then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the corporate seal as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th, day of August 1994.

Jerry G. McGovern  
NOTARY PUBLIC



RETURN TO:  
  
Bank of Lincolnwood  
4433 W. Touhy Ave.  
Lincolnwood, IL. 60646

PREPARED BY:  
  
Elaine Kolpas  
4433 W. Touhy Avenue  
Lincolnwood, IL 60646hj

00775240

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## AFFIDAVIT OF NOTIFICATION OF RELEASE OF LIEN OR MORTGAGE

I, Jerry G. McGovern, Vice President, being first duly sworn upon oath,  
(Name and Title):  
upon oath, states:

1. That notification was given to Lowell Yoselowitz, at  
602F Cobblestone, Glenview, Illinois who are the owners of record &  
on Certificate No. 364752, that a ~~modification &~~ <sup>Modification &</sup>  
Extension Agreement ~~document~~ <sup>document</sup> number 3615302 was presented for filing on  
original 5-8-87 (THIS IS NOT A RELEASE, THIS IS A MODIFICATION AND  
(Date) EXTENSION AGREEMENT OF THE ORIGINAL MORTGAGE.)

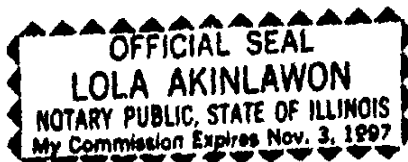
2. That presentation to the Registrar for filing a Release of Lien  
or Mortgage would cause the property to be withdrawn from the  
Torrens system and recorded with the Recorder of Deeds of Cook  
County.

I, Jerry G. McGovern, Vice President, declare under penalties of perjury  
that I have examined this form and that all statements included in  
this affidavit to the best of my knowledge and belief are true,  
correct, and complete.

Jerry G. McGovern  
Attest  
Jerry G. McGovern, Vice President  
Bank of Lincolnwood

Subscribed and sworn to before  
me by the said Vice President  
this day of 5<sup>th</sup> day of September,  
19 94.

[Signature]  
Notary Public



94825766

Form 3001

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