



**Merchants Bank**  
N.A.

AURORA - DOUGLAS SQUARE - CUB FOODS  
FOX VALLY VILLAGES - WEST PLAZA  
34 South Broadway  
Aurora, Illinois 60517  
(708) 896-9000  
"LENDER"

**UNOFFICIAL COPY**

94882595

**MODIFICATION AND EXTENSION OF MORTGAGE** DEPT-01 RECORDING \$23.50  
T#0012 TRAN 4049 10/14/94 08:57:00  
#8092 SK \*-94-882595  
COOK COUNTY RECORDER

<p align="center"><b>GRANTOR</b></p> <p>FIRSTAR NAPER BANK, N.A., as Trustee, under Trust Agreement No. 7-1935 dated JANUARY 23, 1989.</p>  <p align="center"><b>ADDRESS</b></p> <p>136 S WASHINGTON ST NAPERVILLE, IL 60540</p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>	<p align="center"><b>BORROWER</b></p> <p>FIRSTAR NAPER BANK, N.A., as Trustee, under Trust Agreement No. 7-1935 dated JANUARY 23, 1989. JAMES H STILES</p>  <p align="center"><b>ADDRESS</b></p> <p>136 S WASHINGTON ST NAPERVILLE, IL 60540</p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 24 day of AUGUST, 1994, is executed by and between the parties indicated below and Lender.

A. On MAY 24, 1993, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 184,750.00), 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 June 15, 1993 as Document No. 93452900 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 AUGUST 24, 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 AUGUST 24, 1994, the unpaid principal balance due under the Note was \$ 150,000.00, 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, set-offs 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 35 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 9 FEET OF LOT 34 IN BLOCK 26, IN SOUTH LYNNE, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

This instrument is executed by Firstar Bank West, N.A., not personally or individually, but solely as trustee as provided in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by Firstar Bank West, N.A., and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against Firstar Bank West, N.A., shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against Firstar Bank West, N.A., by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of Firstar Bank West, N.A., being expressly waived.

Address of Real Property:  
6433 S WINCHESTER  
CHICAGO, IL

Permanent Index No.(s): 20-19-209-012

**SCHEDULE B**

MICHELLE J. HARRIS  
MORTGAGE OFFICER

94882595

2350

# UNOFFICIAL COPY

GRANTOR: FIRSTSTAR NAPER BANK, N.A. as Trustee under Trust Agreement No. 7-1935

GRANTOR: [Signature]

not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: FIRSTSTAR NAPER BANK, N.A. as Trustee under Trust Agreement No. 7-1935

BORROWER: JAMES H STILES

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

## EXCULPATORY CLAUSE - MORTGAGE

LENDER: MERCHANTS NATIONAL BANK OF AURORA

This MORTGAGE is executed by Firststar Bank West, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Firststar Bank West, N.A., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that the liability herein shall be construed as being only on the part of the Trustee or on said Firststar Bank West, N.A. personally to pay the said Note or any interest thereon, or any installment thereon, or to perform any covenant, either express or implied herein contained, and in respect of any warranty or indemnification made hereunder; all such liability, if any, being expressly waived by Merchants National Bank of Aurora and by every person now or hereafter having any right or claim hereunder, and that so far as the Trustee and its successors and said Firststar Bank West, N.A. personally are concerned, the legal holder or holders of said Note and the lender or owners of any indebtedness account hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

State of Illinois )  
County of Kendall ) ss.

Staci L. Linden, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Stiles 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 his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 20th day of September 1994.  
Staci L. Linden  
Notary Public  
Commission expires: 5.23.98

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the \_\_\_\_\_

