

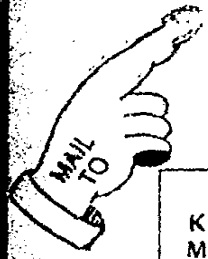
mail to:

First Security Bank of Chicago
196 E. Pearson
Chicago, IL 60611
(Lender)

UNOFFICIAL COPY

94077751

**MODIFICATION AND
EXTENSION OF MORTGAGE 94077751**



GRANTOR		BORROWER	
Kirk P. Merchant, married to Patricia L. Merchant		Truefitt & Hill at 900 N. Michigan, Inc. 900 N. Michigan Chicago, IL 60611 Kirk P. Merchant Patrice L. Merchant	
ADDRESS		ADDRESS	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 12th day of November 1993, is executed by and between the parties indicated below and Lender.

A. On May 12, 1993, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Forty eight thousand five hundred and no/100

Dollars (\$ 48,500.00), 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 n/a at Page n/a Filing date 6/9/93 as Document No. 93-437865 in the records of the Recorder's (Registrar's) office in Cook County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated 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 its 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 11/12/94, 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 11/12/93, the unpaid principal balance due under the Note was \$ 46,500.00, and the accrued and unpaid interest on that date was \$ 317.59.
- (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:

DEPT-01 \$23.50
 T\$4444 TRAN 3661 01/25/94 11:20:00
 \$2223 \$ *94-077751
 COOK COUNTY RECORDER

SCHEDULE A

Lot 2 (except the south 2 feet thereof) in the Subdivision of Lot 1 and North 1/2 of Lot 2 in block 2 in Wheeler and others Subdivision of that part west of Sherman Ave. of the North half of the North East quarter of the North West quarter of Section 18 Township 41 North, Range 14, East of the Third Principal Meridian in Cook County Illinois

Address of Real Property: 2024 Sherman Avenue
Evanston, IL 60201

Permanent Index No.(s): 1-1-18-104-027

SCHEDULE B

OFFICIAL SEAL
Marilyn M. O'Neil
Notary Public, State of Illinois
My Commission Expires 03/31/94

OFFICIAL SEAL
Marilyn M. O'Neil
Notary Public, State of Illinois
My Commission Expires 03/31/94

2350
P

UNOFFICIAL COPY

GRANTOR: Kirk P. Merchant

Kirk P. Merchant

GRANTOR: Patrice L. Merchant

Patrice L. Merchant

GRANTOR:

[Signature]

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Truefit & Hill at 900 N. Michigan, Inc.

Kirk P. Merchant

BORROWER: Kirk P. Merchant, individually

Kirk P. Merchant

Kirk P. Merchant, President

BORROWER: Patrice L. Merchant, Individually

Patrice L. Merchant

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER:

State of Illinois)
County of Cook) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICE L. MERCHANT 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.

Given under my hand and official seal, this 10th day of January 1994

Marilyn M. Ortiz
Notary Public

Commission expires:

"OFFICIAL SEAL"
Marilyn M. Ortiz
Notary Public, State of Illinois
My Commission Expires 3/12/97

Prepared by and return to:

State of Illinois)
County of Cook) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KIRK P. MERCHANT 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.

Given under my hand and official seal, this 10th day of January 1994

Marilyn M. Ortiz
Notary Public

Commission expires:

"OFFICIAL SEAL"
Marilyn M. Ortiz
Notary Public, State of Illinois
My Commission Expires 3/12/97