



**HARRIS BANK**  
**WINNETKA, N.A.**  
 120 Green Bay Road P.O. Box 210  
 Winnetka, Illinois 60093  
 (708) 441-4444  
 "LENDER"

**UNOFFICIAL COPY**

94250402

**MODIFICATION AND  
 EXTENSION OF MORTGAGE**

<p style="text-align: center;"><b>GRANTOR</b></p> <p style="text-align: center;">R. Bruce Ruttenberg</p>   <p style="text-align: center;"><b>ADDRESS</b></p> <p>237 Westmoreland        Wilmette, IL 60091        TELEPHONE NO.</p> <p style="text-align: center;"><b>IDENTIFICATION NO.</b></p>	<p style="text-align: center;"><b>BORROWER</b></p> <p style="text-align: center;">R. Bruce Ruttenberg</p>   <p style="text-align: center;"><b>ADDRESS</b></p> <p>237 Westmoreland        Wilmette, IL 60091        TELEPHONE NO.</p> <p style="text-align: center;"><b>IDENTIFICATION NO.</b></p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 28TH day of DECEMBER, 1993, is executed by and between the parties indicated below and Lender.

A. On NOVEMBER 4, 1993, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of NINETY-EIGHT THOUSAND AND NO/100 Dollars (\$ 98,000.00), 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 \_\_\_\_\_, Illinois, filing date DECEMBER 1, 1993 as Document No. 93901750 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 R/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 JAY 28, 1994, 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 DECEMBER 28, 1993, the unpaid principal balance due under the Note was \$ 98,000.00, and the accrued and unpaid interest on that date was \$ 0.00.
- (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:

**SCHEDULE A**

THE SOUTHERLY 25 FEET OF LOT 8 (EXCEPT THE WESTERLY 30 FEET THEREOF) AND LOT 9 (EXCEPT THE WESTERLY 30 FEET THEREOF) IN BLOCK 6 IN WINNETKA PARK BLUFFS, A SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTION 15, SECTION 17 AND SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50  
 TW0000 1004 4688 03/10/94 11:38:00  
 #1108 # 125 # 74-250402  
 COOK COUNTY RECORDER

94250402

Address of Real Property:  
 760 Foxdale  
 Winnetka, IL 60093

Permanent Index No.(s): 05-17-413-032

**SCHEDULE B**

2350  
 CM

# UNOFFICIAL COPY

GRANTOR: *R. Bruce Kattenberg*  
R. Bruce Kattenberg  
GRANTOR:

GRANTOR:  
GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: *R. Bruce Kattenberg*  
R. Bruce Kattenberg  
BORROWER:

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BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Harris Bank Winnetka, N.A.

*Thomas J. Bassett*  
Thomas J. Bassett  
Assistant Vice President

94250102

State of Illinois  
County of Cook

State of Illinois  
County of Cook

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. Bruce Kattenberg personally known to me to be the same person is 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.

The foregoing instrument was acknowledged before me this 12-28-99 by Thomas J. Bassett Vice President on behalf of the Harris Bank

Given under my hand and official seal, this 28<sup>th</sup> day of December, 1999  
*James B. M. M.*  
Notary Public

Given under my hand and official seal, this 28<sup>th</sup> day of December, 1999  
*James B. M. M.*  
Notary Public

Commission expires:

Commission expires: