9546450NOFFICIAL COPY

ITASCA BANK 4 TRUNT CO. 308 W. IRVING PARK RD. ITASCA, IL 60143 708-773-0350 . / Lender)



MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR AND THE

R ALAN RANDAU SHARON A RANDAU Toda a value RAWORROR Park Ray Ray Ray

RAND SALES INC.

ADDRESS

1219 GULF KEYS NO., ELGIN, IL 60120

TELEPHONE NO.

IDENTIFICATION NO.

ADDRESS

1219 GULF KEYS RD ELGIN, IL 60120

TELEPHONE NO.

IDENTIFICATION NO.

7087424273

363837333

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 12TH day of JUNE, 1995 is executed by and between the parties indicated below and Lender.

A. On MAY 3, 1994 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of "EVENTY-FIVE THOUSAND AND 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 as Document No. 94551943 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 JUNE 12, 1995 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 nuccessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:
 - nilar modification and extension of the Mortgage. The parties agree as follows:

 (1) The maturity date of the Note is extended to JUNE 3, 1996 ______, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Morgage is modified accordingly.
 - (2) The parties acknowledge and agree that, as of JUNE 12, 1995 , the unpaid principal balance due under the Note was \$ 100,000.00 , 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:

Notwithstanding, the provisions of Paragraph #1, the Lender agrees not to secure this loan with any property requiring the Lender to provide a Notice of Right to Cancel unless that notice has been given

LP-82505 (f) FormAtion Technologies, Inc. (1/11/95) (800) 937-3799

\$ 25.50 h

UNOFFICIAL COPY

SCHEDULE A

LOT 22 IN SARASOTA TRAILS UNIT 1, PLANNED UNIT DEVELOPMENT BEING LOCATED IN PART OF THE BE 1/4 OF THE SE 1/4 OF SECTION 21, AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 28, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED AS DOCUMENT 85113985, IN COOK COUNTY, ILLINOIS

1219 GULF KEYS RD. ELGIN, IL 60120 Address of Real Property:

06-28-201-907 Permanent Index No.(s):

LP-II.805 & FormAtion Technologies, Inc. (1/11/95) (800) 937-3799

E B
E 9
D _Z ,
Clarti
HANTOPEHARON A RANDE
HARON A RANDAU Jandau
SPRANTOR:
BRANTOR:
RANTOR:

9546430

UNOFFICIAL COPY

BORROWER: RAND SALES, INC.	BORROWER:
R ALAN RANDAU SECRETARY BORROWER:	BORROWEN:
BORROWER:	BORROWER:
SORROWER:	AGMROWEN:
QUARANTOR: R ALAN RANDAU QUARANTOR:	GUARANTOR: SHARON RANDAU GUARANTOR:
	LENDER: ITUSCH SANK & TRUST CO. CARY JUSCER AND STANT VICE PRESIDENT
State ofILLINOIS	State of
County of KANE	County of KANE
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. ALAN RANDAU & SHARON RA personally known to me to be the same person S whose name S ARE	The foregoing instrument was acknowledged before methils
personally known to me to be the same person S ARE	GARY J. HOGER
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged	as ASSISTANT VICE PRESIDENT
that	
Given under my hand and official seal, this 20THday of _JUNE , 1995	Given under my hand and official seal, this 20TII day of JUNE, 1995
JUDY Schmidt-	Judy Schmidt Notary Public
Commission expires: "OFFICIAL SEAL" Judy Schmidt Notary Public, State of Hillinois My Commission Expires 9/14/90 Prepared by and return to: "JACK E. MENSCHYNG	Commission expires: "OFFICIAL SEAL" Judy Schmidt Notary Public, State of Illinois My Continussion Expires 9/1496

UP-IL505 - 9: FormAtion Technologies, Inc. (1/11/95) (800) 937-3799

Page 3 of 3 Initials

UNOFFICIAL COPY

Property of Coot County Clert's Office

Park Control