

# UNOFFICIAL COPY

Harris Bank Winnetka, N.A.  
520 Green Bay Road  
Winnetka, IL 60093  
708-441-4444 (Lender)



DEPT-01 RECORDING

\$27.50

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COOK COUNTY RECORDER

## MODIFICATION AND EXTENSION OF MORTGAGE

### GRANTOR

Harris Bank Winnetka, N.A.,  
as Trustee, under Trust Agreement  
No. L3642 dated MAY 8, 1989.

### ADDRESS

520 Green Bay Road  
Winnetka, IL 60093

TELEPHONE NO.

IDENTIFICATION NO.

### BORROWER

Harris Bank Winnetka, N.A.,  
as Trustee, under Trust Agreement  
No. L3642 dated MAY 8, 1989.  
Michael A. Weisberg  
Norman Lash  
Mark G. Woolf

### ADDRESS

520 Green Bay Road  
Winnetka, IL 60093

TELEPHONE NO.

IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 25TH day of JULY, 1995  
is executed by and between the parties indicated below and Lender.

A. On JULY 25, 1990 Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THREE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 326,250.00 ), 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 \_\_\_\_\_ in the records of the Recorder's Office of Lake County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated JULY 25, 1990 executed by Grantor 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 JULY 25, 2000, 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 JULY 25, 1995, the unpaid principal balance due under the Note was \$ 290,733.99, 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
- (6) The Mortgage is further modified as follows:

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HERE OF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF

\$27.50  
BHC

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## SCHEDULE A

THE WEST 25 FEET OF LOT 28 AND THE EAST 25 FEET OF LOT 29 IN GOLDMAN'S NORTH SHORE GOLF LINKS SUBDIVISION, IN THE NORTH HALF OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 7, 1924 IN BOOK 'N' OF PLATS, PAGE 7, AS DOCUMENT 241049, IN LAKE COUNTY, ILLINOIS.

Address of Real Property: 666 Longfellow  
Learfield, IL 60015

Permanent Index No. (s): 16-33-102-055

## SCHEDULE B

Property of Cook County Clerk's Office

166-33-102-055

GRANTOR: Harris Bank Winnetka, N.A. not personally but as Trustee under Trust Agreement No. L3642 dated May 8, 1989

By: *Pat K. Eickbush*  
Vice President and Trust Officer

GRANTOR: \_\_\_\_\_  
Attest: *Pat K. Eickbush*  
Vice President and Trust Officer

GRANTOR: \_\_\_\_\_ GRANTOR: \_\_\_\_\_

GRANTOR: \_\_\_\_\_ GRANTOR: \_\_\_\_\_

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BORROWER Harris Bank Winnetka, N.A.  
As Trustee under Trust Agreement No. L3642

BORROWER: Michael A. Weisberg

X *Michael A. Weisberg*

not personally, but as Trustee

BORROWER: Norman Lash

X *Norman Lash*

BORROWER: Mark G. Woolf

X *Mark G. Woolf*

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Harris Bank Winnetka, N.A.

Jeffrey N. Persin  
Loan Officer

State of Illinois )  
County of Cook ) ss.

State of )  
County of ) ss.

I, Jacqueline Leksander a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jon w. Boswell and Pat K. Ericksen are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this by as on behalf of the

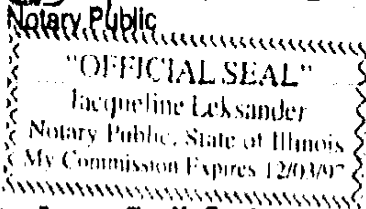
Given under my hand and official seal, this 15th day of August, 1995

Given under my hand and official seal, this day of

*Jacqueline Leksander*  
Notary Public

Notary Public

Commission expires:



Commission expires:

Prepared by and return to: James T. McCartney

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EXECUTED AND DELIVERED BY BANK TRUSTEE NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE PURPOSE OF BINDING THE EVIDENT DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM,

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Cook County Clerk's Office