

UNOFFICIAL COPY

HARRIS BANK GLENCOE-NORTHBROOK N.A.
333 PARK AVE
GLENCOE, IL 60022
708-835-5400 (Lender)

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P		P
T	250	V
I		

DEPT-11 TORRENS \$25.50
T#0013 TRAN 9523 12/12/95 10:53:00
#6690 : CT *-95-862114
COOK COUNTY RECORDER

O'CONNOR TITLE
SERVICE, INC.

12-1195B

Property of Cook County

MODIFICATION AND EXTENSION OF MORTGAGE

95862114

GRANTOR LYNN W. FINNELLY, F/K/A LYNN W. SPELLMAN MARRIED TO JAMES R. FINNELLY		BORROWER LYNN W. FINNELLY, F/K/A LYNN W. SPELLMAN MARRIED TO JAMES R. FINNELLY	
ADDRESS 1602 FERNDALE NORTHBROOK, IL 60062		ADDRESS 1602 FERNDALE NORTHBROOK, IL 60062	
TELEPHONE NO. 708-272-8989	IDENTIFICATION NO. 361-32-3356	TELEPHONE NO. 708-272-8989	IDENTIFICATION NO. 361-32-3356

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of DECEMBER, 1995, is executed by and between the parties indicated below and Lender.

A. On DECEMBER 1, 1988, 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 FIFTY THOUSAND AND NO/100 Dollars (\$ 150,000.00), 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 Page _____ Filing date FEBRUARY 24, 1989 as Document No. 89083388 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 DECEMBER 1, 2015 95862114, 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 1, 1995, the unpaid principal balance due under the Note was \$ 55,000.00, and the accrued and unpaid interest on that date was \$ 890.74.
- (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:

Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

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SCHEDULE A

PARCEL 1: LOT 24 IN BLOCK 3 IN R.S. HAMBLY AND COMPANY FOREST VISTA
SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THE 33 FOOT VACATED FOREST LANE LYING EAST OF AND ADJOINING
PARCEL 1 ALL IN COOK COUNTY, ILLINOIS.

Address of Real Property: 1502 FERNDALE AVE.
NORTHBROOK, IL 60062

Permanent Index No.(s): 04-10-102-024-0000

SCHEDULE B

GRANTOR: LYNN W. FINNELLY

Lynn W. Finnelly
LYNN W. FINNELLY F/K/A LYNN A. SPELLMAN
MARRIED TO JAMES R. FINNELLY
GRANTOR:

XXXXXX

James R. Finnelly
JAMES R. FINNELLY, SOLELY TO WAIVE
HOMESTEAD RIGHTS
GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER:

Lynn W. Finnelly
LYNN W. FINNELLY, F/K/A LYNN W. SPELLMAN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: HARRIS BANK GLENCOE-NORTHBROOK N.A.

Lisa A. Septon
LISA A. SEPTON
ASSISTANT VICE PRESIDENT

State of Ill)
County of Cook) ss.

State of Ill)
County of DeKalb) ss.

I, Dana L. Inglese a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lynn W. Finnelly 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 She signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 1st day of December 1995 by Lisa A. Septon as AVP on behalf of the bank.

Given under my hand and official seal, this 1st day of December 1995.

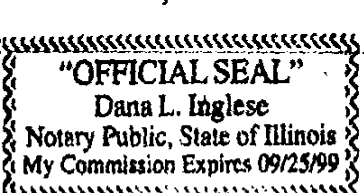
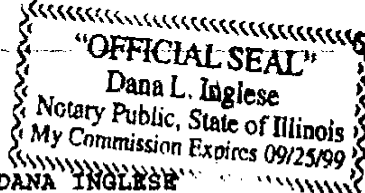
Given under my hand and official seal, this 1st day of December 1995.

Dana L. Inglese
Notary Public

Dana L. Inglese
Notary Public

Commission expires: _____

Commission expires: _____



Prepared by and return to: DANA INGLESE

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Property of Cook County Clerk's Office

63-5114-926