

UNOFFICIAL COPY

HARRIS BANK
GLENCOE NORTHBROOK, ILL.
333 Park Avenue, Glencoe, Illinois 60027
(708) 836-5400
100 Brazeal Blvd. Northbrook, Illinois 60062
(708) 291-0400
"Lender"

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR C.L. Botthof Peggy M. Botthof	BORROWER C.L. Botthof Peggy M. Botthof
ADDRESS 46 Fox Lane Winnetka, IL 60093 TELEPHONE NO. 708-635-2030	ADDRESS 46 Fox Lane Winnetka, IL 60093 TELEPHONE NO. 708-635-2030
IDENTIFICATION NO. 337-34-5113	IDENTIFICATION NO. 337-34-5113

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 18TH day of MARCH, 1994, is executed by and between the parties indicated below and Lender.

A On MARCH 18, 1987, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$ 200,000.00), 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 APRIL 3, 1987 as Document No. 87177009 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 _____ B/A NEWPORT 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 MARCH 18, 1995, 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 MARCH 18, 1994, the unpaid principal balance due under the Note was \$ 53,300.00, and the accrued and unpaid interest on that date was \$ B/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, set-offs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (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.

SCHEDULE A

All that part of lot 46 in Indian Hill Subdivision #8 being a subdivision of the E 1/2 of the NW 1/4 of the NE 1/4 and E 1/2 of the W 1/2 of the NW 1/4 of the NE 1/4 of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian lying N of a straight line extending from a point in the W line of said Lot 46 said point being 164.67 feet N. of the SW corner of said Lot 46, thence Easterly 324.8 feet to a point in the Southeastery line of said Lot 46, said last mentioned point being 174.1 feet Northeastery from the SE corner of said Lot 46 as measured along said Southeastery line all in Cook County, Illinois.

Address of Real Property
46 Fox Lane
Winnetka, IL 60093

Permanent Index No. (s) 05-21-202301

SCHEDULE B

DEPT-01 RECORDING
70014 - TRAN 4898 02/07/95 09151100
67492 : DW # - 95 - 0910298
COOK COUNTY RECORDER

209584

54

Handwritten signature/initials

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GRANTOR: G.L. Botthof

GRANTOR: Peggy M. Botthof

G.L. Botthof

Peggy M. Botthof

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER:

BORROWER:

G.L. Botthof

Peggy M. Botthof

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Harris Bank - Glencoe-Northbrook N.A.

Bonnie L. Eder
Assistant Vice President

95090295

State of Illinois)
County of COOK) ss.

State of Illinois)
County of COOK) ss.

ALAN T. Schaefer, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that G.L. Botthof 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.

The foregoing instrument was acknowledged before me this 19th day of July by Peggy M. Botthof as _____ on behalf of _____

Given under my hand and notal seal, Alan T. Schaefer Notary Public, State of Illinois My Commission Expires 2/23/95

Given under my hand and notal seal, [Signature] Notary Public, State of Illinois My Commission Expires 2/23/95

Commission expires: Feb 23, 1995

Commission expires: 2-23-95

Prepared by and return to: Cusan Garcia; Harris Bank 333 Park Ave Glencoe, IL 60022



Property of Cook County Clerk's Office