## **UNOFFICIAL COPY**

ITASCA BANK & TRUST CO. 308 W. IRVING PARK RD. ITASCA, IL 60143 708-773-0350 (Lende

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\$25.00 DEPT-01 RECORDING T#0012 TRAN 1022 06/20/96 13:09:00 \$1032 + CG \*-96-474986 CODK COUNTY RECORDER

MODIFICATION AND

GHANTOR

EXTENSION OF MORTGAGE

BORROWER

R ALAN RANDAU SHARON A RANDAU RAND SALES INC.

**ADDRESS** 

1219 GULF KEYS RD., 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 3RD day of JUNE, 1996 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 SEVENTY-FIVE THOUSAND AND Dollars (\$ 75,000.00 ), which Note was secured by a Mortgage ("Mortgage") executed by Grantor for the ber est of Lender covering the real property described on Schedule A below ("Property") and recorded in Book at Page at Page at Page 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 3, 1996 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 JUNE 3, 1997 \* AND SUBSEQUENT RELIEWALS , 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 JUNE 3, 1996 , 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-ILS05 @ FormAlion Technologies, Inc. (1/11/95) (800) 937-3799

BOX 333-CTI

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## SCHEDULE A

LOT 22 IN SARASOTA TRAILS UNIT 1, PLANNED UNIT DEVELOPMENT BEING LOCATED IN PART OF THE SE 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

1) 19 GULF KEYS RD.

Address of Real Property:

GRANTON:

GRANTOR:

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GRANTOR: R ALAN RANDAU

GRANTOR: R ALAN RANDAU

R ALAN RANDAU

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Page 2 of 3 ...

BORROWER: BORROWER: BORROWER: BORROWER: BORROWER: GUARANTOR GUARANTOR: **GUARANTOR:** State of \_\_ILLINOIS State of County of \_\_\_\_COOK County of public in and for said County. In the State aforesaid, DO this \_\_JUNE\_17, 1996

HEREBY CERTIFY that \_\_R\_ALLEN\_RANDAU personally known to me to be the same GARY J HOGER \_\_\_\_ whose name \_\_\_\_ subscribed to the foregoing instrument, as VICE PRESIDENT appeared before me this day in person and acknowledged that \_\_\_\_\_\_signed, sealed and delivered the said instrument as \_\_\_\_\_ free and on behalf of the ITASCA BANK & TRUET voluntary act, for the uses and purposes herein set forth. Given under my hand and official seal, this ...... 4TH ........ Given under my hand and official seal, this .... day of JUNE, 1996 Commission SEAL" Commission exp "OFFICIAL SEAL"

RICHARD E. KADING Notary Public, State of Illinois

My Commission Expires 10/06/99

My Commission Expires 10/06/99 Prepared by and return to: WACK'E MENSCHING

RICHARD E. KADING

Notary Public, State of illinois

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Property of Cook County Clerk's Office.