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96058241

FARRIS BANK WINNETKA N.A.
520 GREENBAY ROAD
WINNETKA, IL 60093
441-4444 (Lender)

RECORDED 96058241 \$25.50
1995 DECEMBER 23/95 13:06:00
#25: DR * - 96 - 058241
COOK COUNTY RECORDER

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
SEAN E. MURPHY LISA D. MURPHY		SEAN E. MURPHY LISA D. MURPHY	
ADDRESS		ADDRESS	
250 MORTIMER RD GLENCOE, IL 60022		250 MORTIMER RD GLENCOE, IL 60022	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
708-835-3863		708-835-3863	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 22ND day of DECEMBER, 1995, is executed by and between the parties indicated below and Lender.

A. On AUGUST 11, 1995, 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 SEPTEMBER 27, 1995 as Document No. 95654404 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 22, 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 DECEMBER 22, 1995, the unpaid principal balance due under the Note was \$ 170,000.00 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
- (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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\$25.50
I.R.

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SCHEDULE A

LOT 2 IN BLOCK 4 IN FAIRVIEW, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/3 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1909 AS DOCUMENT NUMBER 4321898 (EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 2, 153.5 FEET TO THE SOUTHEASTERLY CORNER OF LOT); THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTHERLY LINE OF SAID LOT 2 WHICH LAST MENTIONED POINT IS 50 FEET EASTERLY FROM (AS MEASURED ALONG THE SAID NORTHERLY LINE OF SAID LOT) THE NORTHWEST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE OF SAID LOT 2, 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Real Property: 750 MORTIMER RD.
GLENCOE, IL 60022

Permanent Index No.(s): 05-08-305-003

SCHEDULE B

GRANTOR: SEAN E. MURPHY

SEAN E. MURPHY

GRANTOR: LISA D. MURPHY

LISA D. MURPHY

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

11-28-96
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BORROWER:

SEAN E. MURPHY

BORROWER:

LISA D. MURPHY

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: HARRIS BANK WINNETKA N.A.

D. BRUCE MAGERS
VICE PRESIDENT

State of ILLINOIS)
County of COOK) ss.

State of ILLINOIS)
County of COOK) ss.

I, THE UNDERSIGNED a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SEAN E. MURPHY 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 their free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this DAY by D. BRUCE MAGERS as SS on behalf of the HARRIS BANK WINNETKA

Given under my hand and official seal, this 22ND day of December 1998

Given under my hand and official seal, this 22ND day of December 1998

Stephen M. Bindi

Notary Public

Stephen M. Bindi

Notary Public

Commission expires:

OFFICIAL SEAL
Stephen M. Bindi
Notary Public, State of Illinois
My Commission Expires 10/12/99

Commission expires:

OFFICIAL SEAL
Stephen M. Bindi
Notary Public, State of Illinois
My Commission Expires 10/12/99

Prepared by and return to: STEPHEN M. BINDI

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