

UNOFFICIAL COPY

MERCHANTS NATIONAL BANK OF AURORA
34 S. BROADWAY
AURORA, IL 60507
708-996-9000 (Lender)

DEPT-01 RECORDING \$25.00
T#0001 TRAN 2417 02/05/96 11:29:00
#5011 + JM *-96-094841
COOK COUNTY RECORDER

96094841

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
MERCHANTS NATIONAL BANK OF AURORA, as Trustee, under Trust Agreement No. 4671 dated FEBRUARY 28, 1993.		MERCHANTS NATIONAL BANK OF AURORA, as Trustee, under Trust Agreement No. 4671 dated FEBRUARY 28, 1993. JAMES H STILES Firststar Bank Illinois f/k/a FIRSTSTAR NAPER BANK, N.A., as Trustee, under Trust Agreement No. 7-1935 dated JANUARY 23, 1989.	
ADDRESS		ADDRESS	
34 S. BROADWAY AURORA, IL 60507		34 S. BROADWAY AURORA, IL 60507	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 20TH day of NOVEMBER, 1995, is executed by and between the parties indicated below and Lender.

A. On SEPTEMBER 21, 1995, 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 FIFTEEN THOUSAND AND NO/100 Dollars (\$ 215,000.00), 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 _____ as Document No. 95788049 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 NOVEMBER 20, 1996, 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 NOVEMBER 20, 1995, the unpaid principal balance due under the Note was \$ 300,000.00, 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:

JM
#25.00
I.R.

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SCHEDULE A

LOT 14 AND THE NORTH 13 FEET OF LOT 15 IN BLOCK 3 IN OGDEN BOULEVARD ADDITION TO CHICAGO, A SUBDIVISION IN SECTIONS 23 AND 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address of Real Property: 2221 S. SPRINGFIELD
(CHICAGO, IL)

Permanent Index No.(s): 16-26-102-014

SCHEDULE B

GRANTOR: MERCHANTS NATIONAL BANK OF AURORA
as Trustee under Trust Agreement No. 4671

By: [Signature]
not personally, but as Trustee
TRUST OFFICER

GRANTOR:

ATTEST:
[Signature]

By: [Signature]
Vice President & Trust Officer

GRANTOR:

This instrument is executed by THE MERCHANTS NATIONAL BANK OF AURORA, not personally but solely as Trustee, as aforesaid. All the warranties, covenants and conditions to be performed hereunder by THE MERCHANTS NATIONAL BANK OF AURORA are undertaken by it solely as Trustee, as aforesaid and not individually. No personal liability shall be asserted or be enforceable against THE MERCHANTS NATIONAL BANK OF AURORA by reason of any of the covenants, statements, representations or warranties contained in this instrument, which are made and intended for the purpose of binding only that portion of the trust property as described herein.

GRANTOR:

GRANTOR:

[Signature]

BORROWER: FIRSTSTAR NAVER BANK, N.A.
as Trustee under Trust Agreement No. 7-1935

BORROWER: JAMES H STILES

Mary Figiel
not personally, but as Trustee
TRUST OFFICER: Mary Figiel, LTO

James H Stiles
BORROWER:

BORROWER: MERCHANTS NATIONAL BANK OF AURORA
as Trustee under Trust Agreement No. 4671

BORROWER:

not personally, but as Trustee
TRUST OFFICER
BORROWER:

BORROWER:

GENERAL DOCUMENT EXONERATION RIDER

BORROWER: This document is executed by Firststar Bank Illinois, not personally but as Trustee under Trust No. 7-1935 as aforesaid. In the exercise of power and authority conferred upon and vested in said Trustee as such, and it is understood and agreed that nothing in this document contained shall be construed as creating any liability of said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either written or oral, including but not limited to warranties, indemnifications, and hold harmless representations or obligations (all such liabilities of any being expressly waived by the parties hereto and their respective successors and assigns) that insofar as said Trustee is concerned, the owner of any indebtedness or right accruing under said document, in whole or in part to the premises described therein, shall be the responsibility of the owner of such premises, and the Trustee hereby holds legal title to the premises described therein and has no control over the management thereof or any part thereof, and has no knowledge respecting any factual matter with respect to said premises, except as represented to the Trustee by the beneficiary or beneficiaries of said trust in terms of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

GUARANTOR:

GUARANTOR:

LENDER: MERCHANTS NATIONAL BANK OF AURORA
Thomas E. Thomas
THOMAS E. THOMAS
VICE PRESIDENT

State of Illinois)
County of Cook) ss.

State of _____)
County of _____) ss.

I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Figiel personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she he signed, sealed and delivered the said instrument as her 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 13th day of December, 1995.

Given under my hand and official seal, this _____ day of _____, 19____.

Cathee Laughlin
OFFICIAL SEAL
CATHEE LAUGHLIN
NOTARY PUBLIC, STATE OF ILLINOIS
Notary Public
COMMISSION EXPIRES 6/9/96

Commission expires: _____

Commission expires: _____

Prepared by and return to: PREPARED BY: MERCHANTS BANK, 34 S BROADWAY, AURORA IL 60507/H JOHNSON

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