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97530391

American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173
847-517-5400 (Lender)



DEPT-01 RECORDING \$27.50
T#0009 TRAM 9822 07/23/97 09:28:00
#6282 BK *-97-530391
COOK COUNTY RECORDER

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
Daniel P. Miller Virginia G. Miller <i>his wife</i>		Daniel P. Miller Virginia G. Miller	
RE: TITLE SERVICES # <u>511449</u>		<i>Devalt 92465600</i>	
ADDRESS		ADDRESS	
1132 Furlong Libertyville, IL 60048		1132 Furlong Libertyville, IL 60048	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
847-918-1878	353-26-1706	847-918-1878	353-26-1706

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of MAY, 1997, is executed by and between the parties indicated below and Lender.

A. On APRIL 24, 1992, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FIFTY THOUSAND AND NO/100 Dollars (\$ 50,000.00), 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 JUNE 9, 1992 as Document No. 92405601 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 Grantor 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 MAY 5, 2002, 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 MAY 5, 1997, the unpaid principal balance due under the Note was \$ 33,626.65, 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:

ADL
vgm

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SCHEDULE A

SEE ATTACHED EXHIBIT 'A'

Address of Real Property: 3300 North Lk. Shore Dr. #3113
Chicago, IL 60657

Permanent Index No.(s): 14-28-207-004-1485

SCHEDULE B

16303376
97530391

GRANTOR: Daniel P. Miller

GRANTOR: Virginia G. Miller

Daniel P. Miller
Daniel P. Miller
her husband, as joint tenants

Virginia G. Miller
Virginia G. Miller
his wife, as joint tenants

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

Virginia G. Miller
Initials

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BORROWER: Daniel P. Miller
DANIEL P. MILLER

BORROWER: Virginia G. Miller
VIRGINIA G. MILLER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: American Chartered Bank

Robert L. Riter
Robert L. Riter
Chairman

State of ILLINOIS)
County of COOK) SS.

State of ILLINOIS)
County of COOK) SS.

I, PATRICIA PARENTI a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL P. MILLER & VIRGINIA G. MILLER personally known to me to be the same person whose name is 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 5th day of MAY, 1997 by ROBERT L. RITER as CHAIRMAN on behalf of the AMERICAN CHARTERED BANK.

Given under my hand and official seal, this 5th day of MAY, 1997.

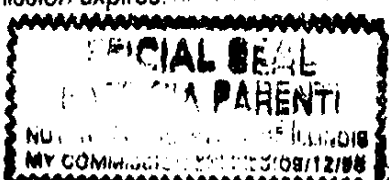
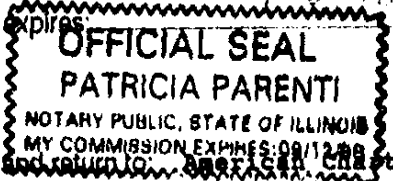
Given under my hand and official seal, this 5th day of MAY, 1997.

Patricia Parenti
Notary Public

Patricia Parenti
Notary Public

Commission expires: 9-18-98

Commission expires: 9-18-98



Prepared by American Chartered Bank

AMERICAN CHARTERED BANK
1199 E. Higgins Road
Schaumburg, IL 60173

97530391

DM
VM
initials

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EXHIBIT "A"

14-28-207-004-1485

UNIT 3113 IN 2800 LAKE SHORE DRIVE, CHICAGO, IL CONDOMINIUM AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 8TH DAY OF JUNE, 1979 AS DOCUMENT NUMBER 3096368.

AN UNDIVIDED .0836% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

THE SOUTH SIXTY (60) FEET (EXCEPT THE WEST FOUR HUNDRED (400) FEET THEREOF) OF LOT SIX (6) AND LOT SEVEN (7) (EXCEPT THE WEST FOUR HUNDRED (400) FEET THEREOF), IN THE ASSESSOR'S DIVISION OF LOTS ONE (1) AND TWO (2) IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL HALF (1/2) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWING: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT SEVEN (7), 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF SECTION 28 AFORESAID); THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 7 AND 6 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT SEVEN (7) TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE NO. 256886, ENTITLED "AUGUSTA LEHMANN, ET AL, AGAINST LINCOLN PARK COMMISSIONERS"; THENCE RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT SEVEN (7); AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING.

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