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4040/0157 21 001 1997-11-12 16:30:0 Cook County Recorder 67.50

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This Mortgage Modification and Extension Agreement ("Agreement") is made and entered into this 31st day of July, 1997, by and between Mortgager and Mortgagee and Guarantor and Holder.

RECITALS:

WHEREAS, LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated July 10, 1987, and known as Trust No. 112497 ("Mortgagor"), executed a Trust Deed dated August 1, 1987, to Chicago Title and Trust Company, an Illinois corporation, as Trustee ("Mortgagee"), in the amount of Sixty-Five Thousand and 00/100 (\$65,000.00) Dollars ("Mortgage") and recorded in the office of the Cook County Recorder of Deeds as Document No. 87426133; and

WHEREAS, said Mortgage secured a certain Installment Note dated August 1, 1987, in the amount of Sixty-Five Thousand and 00/100 (\$65,000.00) Dollars made by Mortgagor, payable to bearer and guaranteed by Khonda S. Gaan Salse ("Guarantor"); and

WHEREAS, said Installment Note and Trust Deed were identified by Mortgagee as its number 719780; and

WHEREAS, said Installment Note was, by its terms, due at the earlier of August 1, 1992, or upon the distribution of the Estate of Bessie Goldstein; and

WHEREAS, Guaranter had requested that said maturity date be extended to the 1st day of August, 1997, or upon the distribution of the Estate of Bessie Goldstein; and

WHEREAS, LaSalle National Trust, N.A. has succeeded to the trust business of LaSalle National Bank, and specifically, without limiting the generality of the foregoing, is the now acting Trustee under Trust number 112497; and

WHEREAS, certain Mortgage Modification and Extension Agreement dated April 30, 1991 between the parties hereto was recorded as Document No. 91-275225 in the office of the Recorder of Deeds in Cook County, Illinois, on June 7, 1991, extending the maturity date of said obligation to the earlier of August 1, 1997, or upon the distribution of the estate of Bessie Goldstein; and

WHEREAS, Guarantor has requested that said maturity date be extended to the earlier of August 1, 2002, or upon the distribution of the estate of Bessie Goldstein; and

WHEREAS, the principal sum owing on the Installment Note secured by the Mortgage is Sixty-Five Thousand and 00/100 (\$65,000.00) Dollars, plus accrued interest from July 31, 1996; and

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THIS INSTRUMENT WAS PREPARED BY

180 NORTH EASALLE STREET - SUITE 31 QCI CHICAGO, ILLINOIS 65801-2894

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WHEREAS, the Mortgage encumbers property legally described and set out in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Mortgagor is now the owner and holder of said premises on which the Mortgage is a valid lien for said sum, recited as aforesaid, and there are no defenses or offsets to the mortgage or to the debt it secures; and

WHEREAS, the Grand Premier Trust and Investment, Inc., N.A., Successor Guardian of the Estate of Bessie P. Goldstein ("Holder") is the holder of the Note secured by said Mortgage and is willing to extend the maturity date upon the covenants and conditions set forth celow.

NOW THEREFORE, in consideration of the above recitals and the covanants and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, Mortgager and Mortgagee and Guarantor and Holder agree as follows:

- 1. Final Payment. The date upon which all sums secured by the Mortgage become due and payable in full is extended to the earlier of August 1, 2002 or upon the distribution of the estate of Bessie Goldstein.
- 2. Loan Documents Not Affected. The Mortgage and Note secured thereby dated August 1, 1987, and all other documents given to Mortgagee and Holder to secure the loan herein (collectively "the Loan Documents") shall remain in full force and effect.
- 3. Right To Transfer Liability To Subsequently Acquired Property. Mortgagor and its Guarantor shall have the right to substitute other security for the Mortgage, provided such security meets with the approval of Holder and shall at least be a first mortgage on residential real estate occupied by Cuarantor.
- 4. Ratification. As modified by this Agreement, the Note and Mortgage and all other Loan Documents are hereby ratified and confirmed.
- 5. This Agreement is executed by LaSalle National Trust, N.A., not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Trust, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in said Note shall be construed as creating any liability on said LaSalle National Trust, N.A., personally, to pay said Note or any interest that may accrue thereon, or any indebtedness occurring under said Loan Documents or to perform any covenant either express or implied therein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LaSalle National Trust, N.A. personally is

concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by enforcement of the lien hereby modified in the manner therein and in said Note provided or by action to enforce the personal liability of the Guarantor, if any.

IN WITNESS WHEREOF, LaSalle National Trust, N.A., not personally, but as Trustee as aforesaid, has caused there presents to be signed by one of its Vice Presidents or Assistant Vice Presidents, and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, the day and year first above

MORTGAGOR:

Lasalle National TRUST, Successor Trustee to NATIONAL BANK, as Trustee aforesaid, and not personally

Closery Citte Vice President

ATTEST:

COOK COOK Miller Allo Hele Decretary Secretary

MORTGAGEE:

GUARANTOR:

Rhoda Valera Notal

RHONDA S. GAAN SALSE

CHICAGO TITLE AND TRUST COMPANY, as

Trustee as afore aid

Vice President

ATTEST:

Secretary

HOLDER:

GRAND PREMIER TRUST AND INVESTMENT, INC., N.A. as Successor Guardian of the Estate of Bessie Goldstein, a Disabled Person

By: //n. Vice President

ATTEST :

Trust Officer

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APPROVED:	
RENEE BRIN	
LINDA WARREN GIBSON	
This Instrument was prepared by Russell G. Miller, Mass and Mil P.C., 180 North LaSalle Street, Suite 3310, Chicago, IL 60601	ler,
STATE OF ILLINOIS)	
COUNTY OF COOK)	
I, Maria Marker, a Notary Public in and for said common state, do hereby certify that RHONDA S. GAAN SALSE person known to me to be the same person whose name is subscribed to foregoing instrument, appeared before me this day in person acknowledged that she signed and delivered the said instrument free voluntary act for the uses and purposes therein forth.	nally the and it as set
Given under my hand and official seal, this 2016 day	y of
OFFICIAL SEAL CAPOLE DEROSIER	
Notary Public State of Highors My Communion Explicit British British	
My commission expires:	
STATE OF ILLINOIS)	
COUNTY OF COOK)	
MATHERITE BY:	

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_, a Notary Public in and for said County in the state aforesaid, do hereby certify that Premary Collins _, Assistant Vice President of LaSALLE NATIONAL Nancy A. Cariin TRUST, N.A., and __, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free

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and voluntary act of said bank for the uses and purposes therein set forth. Given under my name and notarial seal this got day of Colore, Kather Con MANAGE CONTRACTOR Notary Public KATHLEULLE BYE NOTARY PUBLIC STATE OF REINHIS My Commission Express 10/23/99 My Commission Expires: STATE OF ILLINOIS SS. COUNTY OF COOK MINION, a Notary Public in and for said County in the state aforesaid, do hereby certify that said County in the state aforesaid, do hereby certify that TRUST COMPANY, and the same persons whose of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did aftix said Corporate Seal of said Bank to said instrument as his/her (w) free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth. day of Mallily Given under my hame and notarial seal this 1997. Notary Public My Commission Expires: "OFFICIAL SEAL" ETHEL D. JOHNSON Notary Public, State of Plannis My Commission From 1729700 STATE OF ILLINOIS SS. COUNTY OF COOK Chief terry , a Notary Public in and for

said County in the state aforesaid, do hereby certify that Vice President of GRAND PREMIER TRUST AND INVESTMENT, INC., N.A., and Journ of Control of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant respectively, appeared before me this day in person and

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acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own frue and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 34 day of September, 1937.

1. 行物科品的表

My Commission Expires: ///////

"OFFICEAL SEAL" MARIA JANA PARTEGRAPH MOTO A CHECK TESTE OF GENORAL Expi.

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EXHIBIT A

PARCEL I: Unit Number 3-4000 and Garage Unit in Pheasant Creek Condominium Number 6, as delineated on a survey to following described real estate:

That part of Lot "A" in White Plaines Unit 7, being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Heridian, and that part of 2 acres conveyed to F. Walter, December 4, 1849 as Bocument Number 24,234 described as follows:

Commencing at the intersection of the Northerly extension of the East line of Lot "A" aforesaid with a line 246.75 feet South of and parallel with the North line of the Northeast 1/A of said Section 8, thence South 89 degrees 36 minutes 55 seconds West along said parallel line 47.99 feet, thence South 0 degrees 23 minutes 05 seconds East at right angles thereto 17.56 feet to the point of beginning, thence South 6 degrees 38 minutes 00 seconds East 268.79 feet, thence South 83 degrees 22 minutes 00 seconds West 82 feet thence North 6 degrees 38 minutes 00 seconds East 88.79 feet, thence North 63 degrees 22 minutes 00 seconds East 82 feet to the point of beginning, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Beclaration of Condominium recorded as Document 26,151,210 together with its undivided percentage interest in the common elements.

PARCEL II: Easement for ingress and egrass for the benefit of Parcel I as set forth in Declaration of Easements recorded as Document 26,191,808.

Permanent Tax Nymber: 04-08-200-039-1035 Yolume: 191 Commonly known as: Unit 408 - 3030 Pheasant Creek, Northbrook, 111, 6006;