

CAPITOL BANK OF WESTMONT
 100 E. OGDEN AVE.
 WESTMONT, IL 60559
 708-887-0100 (Lender)

MODIFICATION AND EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
CAPITOL BANK AND TRUST as Trustee, under Trust Agreement No. 2249 dated AUGUST 27, 1991.		CAPITOL BANK AND TRUST, as Trustee, under Trust Agreement No. 2249 dated AUGUST 27, 1991. ALFREDO PAPA HEIDI PAPA RITA M. SCHAEERLI	
ADDRESS		ADDRESS	
4801 W. FULLERTON AVENUE CHICAGO, IL 60639		4801 W. FULLERTON AVENUE CHICAGO, IL 60639	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
773-622-7100	321-58-8713	773-622-7100	321-58-8713

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of SEPTEMBER, 1997, is executed by and between the parties indicated below and Lender.

A. On AUGUST 30, 1991, 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 EIGHTY THOUSAND AND NO/100 Dollars (\$ 180,000.00), 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 AUGUST 30, 1991 as Document No. 3992590 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 SEPTEMBER 1, 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 SEPTEMBER 1, 1997, the unpaid principal balance due under the Note was \$ 170,028.19, and the accrued and unpaid interest on that date was \$ 1.00.
- (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:

SCHEDULE A

LOT 8 IN BLOCK 5 (5) IN ARTHUR T. MCINTOSH & CO'S MISSION HILLS ESTATES, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHEAST 1/4 (1/4) AND THAT PART OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) WHICH LIES EAST OF SANDERS ROAD SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT NUMBER 1282197.

Address of Real Property: 3929 MAPLE AVENUE
NORTHBROOK, IL 60062

Permanent Index No.(s): 04-07-404-008

SCHEDULE B

GRANTOR: CAPITOL BANK AND TRUST
as Trustee under Trust Agreement No. 2249

GRANTOR:

not personally, but as Trustee

GRANTOR:

GRANTOR:

SEE RIDER ATTACHED HERETO
AND BY THE GRANTOR'S CONSENT
MADE A PART HEREOF

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: CAPITOL BANK AND TRUST
as Trustee under Trust Agreement No. 2249

BORROWER: ALFONSO PAPA

not personally, but as Trustee

BORROWER: HEIDI PAPA

BORROWER: RITA M. SCHAEPLI

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: CAPITOL BANK OF WESTMONT

ROBERT J. GHILARDUCCI
VICE PRESIDENT

State of ILLINOIS)
County of _____) ss.

State of ILLINOIS)
County of DuPage) ss.

I, _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 1st day of September, 1997 by Robert J. Ghilarducci as Vice President on behalf of the Capitol Bank of Westmont

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

Given under my hand and official seal, this 1st day of September 1997

Notary Public

Michelle L. Genitoni
Notary Public

Commission expires: _____

Commission expires: _____

Prepared by and return to: MOLLY M. LOFTUS



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