-71aa (Lender)



DEPT-01 RECORDING

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- \$0716 + TB #-98-553364
- COOK COUNTY RECORDER

MODIFICATION AND EXTENSION OF MORTGAGE

CHANTOR CAPITOL BANK AND TRUCT. as Trustee, under Trust Agreement No. 2553 dated AUGUST 2/.. 1994.

BORROWER CAPITOL BANK AND TRUST, as Trustee, under Trust Agreement No. 2553 deted AUGUST 24, 1994. LARS NILESON

ADDRESS

2553

4801 W. FULLERTON AVE. CHICAGO, IL 60639

TELEPHONE NO. 773-622-7100

IDENTIFICATION MJ.

ADDRESS

4801 W. FULLERTON AVE. CHICAGO, IL 60639

TELEPHONE NO.

IDENTIFICATION NO.

273-622-7100 2553

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 318T day of DECEMBER, 1997 is executed by and between the parties indicated below and Lender.

A. On APRIL 24, 1996 , Lender made a log; ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED THOUSAND, AND 200,000,00), which NO/100 Dollars (\$ Note was secured by a Mortgage ("Mortgage") executed by Grantor for the bonefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book at Page ... as Document No. 97485089 Filing date JULY 7, 1997 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 benefit of Lander 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 recossary 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 JUNE 30, 1998 time all outstanding sums due to Lender under the Note shall be paid in full, and the Mairoage is modified accordingly.

(2) The parties acknowledge and agree that, as of DECEMBER 31, 1997. unpaid principal balance due under the Note was \$ 200,000.00 interest on that date was \$ n/a and the accrued and unpaid

(3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the ilens 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:

LP-ILBOS	f) FormAtion	feehnologies, inc.	(1/11/96)	(800) 937-3790

initiale

UNOFFICIAL COPYMENT SCHEDULE A

LOT 1 (EXCEPT THE MORTHEASTERLY 100 FEET AND EXCEPT THE SOUTHEASTERLY 25 FEET AND EXCEPT THE SOUTHWESTERLY 62 1/2 FEET THEREOF) IN BLOCK 4 OF THE VILLAGE OF MILMETTE IN SECTION 34, TOWNSHIP 42 MORTH, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1211 WASHINGTON ST. NTLMETTE, IL 60091 Address of Real Property

05-34102-918-0000 Permanent Index No.(s):

OOCH COUNTY CONTY ONE BRANTON: CAPITOL BANK AND TRUST as Trustee under Trust Agreement No. 2553 not personally, but as Trustee GRANTON: GRANTOR: GRANTON: GRANTOR: GRANTOR:

This MODIFICATION AND EXTENSION OF MORTGAGE is executed by the BANCO POPULAR, SUCCESSOR TRUSTEE TO CAPITOL BANK AND TRUST not personally, but as Trustee under Trust Agreement dated August 24, 1994, and known as Trust No. 2553 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the BANCO POPULAR, ILLINOIS, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the BANCO POPULAR, ILLINOIS, not personally, but, as Trustee as aforesaid. This caused these presents to be signed by its Vice President/Trust Officer and its corporate seel to be hereunder affixed and attested by its Assistant Secretary, this 30th, day of January ... , 7.. D., 1998.

BANCO POPULAR, ILLINOIS Laura Hughes, Trust Officer Jane B. STATE OF ILLINOIS SS ١ COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the BANCO POPULAR, ILLINOIS, personally known to me to be the same persons whose names are jubacribed to the foregoing instrument as such Vice President/Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Comparation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of January , 1998.

OFFICIAL SEAL **ROSA MATIAS** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:08/25/01

Notary Public

Property of Cook County Clark's Office

98553364

Page 3 of 3 Initials

BORROWER: CAPITOL BANK AND TRUST FFIC ALL COPY AND TRUST Agreement No. 2553

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LP-ILEGS - 0 FormAtion Technologies, Inc. (1/11/95) (800) 937-3789

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UN OTRUSTEE SEXCUENT TORY EXHIBIT

This OBLIGATION or NOTE is executed by the BANCO POPULAR, ILLINOIS, not personally, but as Sucessor Trustee to Capitol Bank and Trust Company under Trust Agreement dated August 24, 1994 and known as Trust No. 2553 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said mortgage securing the payment hereof, by the enforcement of the provisions contained in said mortgage securing the payment hereof. No pursonal liability shall be asserted or be enforceable against the promisor or BANCO POPULAR, ILLINOIS, personally, because or in respect to this obligation or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof and each original and successive holder of this obligation/Note accepts the same upon the express condition that no duty shall rest upon the undersigned or BANCO POPULAR, ILLINOIS, personally, to sequester the rents, issues and profits arising from the property described in said mortgage, or the proceeds arising from the sale or other disposition thereof.

Dated this 30% day of January, 1998. Attest:

BANCO POPULAR, ILLINOIS

Laura Hughes, Trust Officer

Straffs. Clarks Office Jane B. Zakrzewski, Assistant Secretary

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