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BANCO POPULAR
4801 N. FULLERTON AVE.
CHICAGO, IL 60639
773-622-7100 (Lender)



DEPT-01 RECORDING \$29.50
T00013 TRAN 5020 06/29/98 11:43:00
\$0716 + TP # -98-553364
COOK COUNTY RECORDER

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
CAPITOL BANK AND TRUST as Trustee, under Trust Agreement No. 2553 dated AUGUST 24, 1994.		CAPITOL BANK AND TRUST, as Trustee, under Trust Agreement No. 2553 dated AUGUST 24, 1994. LARS NILSSON	
ADDRESS		ADDRESS	
4801 N. FULLERTON AVE. CHICAGO, IL 60639		4801 N. FULLERTON AVE. CHICAGO, IL 60639	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
773-622-7100	2553	773-622-7100	2553

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 31ST day of DECEMBER, 1997, is executed by and between the parties indicated below and Lender.

A. On APRIL 24, 1996 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 THOUSAND AND NO/100 Dollars (\$ 200,000.00), 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 JULY 7, 1997 as Document No. 97485089 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 JUNE 30, 1998, 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 DECEMBER 31, 1997, the unpaid principal balance due under the Note was \$ 200,000.00, 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 undersigned.
- (6) The Mortgage is further modified as follows:

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SCHEDULE A

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

Address of Real Property: 1211 WASHINGTON ST.
WILMETTE, IL 60091

Permanent Index No.(s): 05-34102-018-0000

SCHEDULE B

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GRANTOR: CAPITOL BANK AND TRUST
as Trustee under Trust Agreement No. 2553

GRANTOR:

not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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BORROWER: CAPITOL BANK AND TRUST
as trustee under Trust Agreement No. 2553

BORROWER: LARS NILSSON

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

LARS NILSSON

GUARANTOR:

GUARANTOR:

LENDER: BANCO POPULAR

MICHAEL HOULIHAN
VICE PRESIDENT

State of _____)
County of _____) ss.

State of _____)
County of _____) 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 _____ by _____ as _____ on behalf of the _____

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

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

Notary Public

Notary Public

Commission expires: _____

Commission expires: _____

Prepared by and return to: MARGE SCHIAVONE

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TRUSTEE'S EXCULPATORY EXHIBIT

This OBLIGATION or NOTE is executed by the BANCO POPULAR, ILLINOIS, not personally, but as Successor 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 personal 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 30th day of January, 1998.



BANCO POPULAR, ILLINOIS

By: _____

Laura Hughes
Laura Hughes, Trust Officer

Attest: _____

Jane B. Zakrzewski
Jane B. Zakrzewski, Assistant Secretary

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