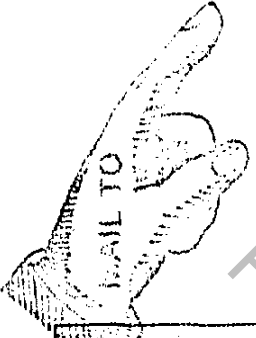


American Chartered Bank  
1199 E. Higgins Rd.  
Schaumburg, IL 60173  
847-517-5400 (Lender)



MODIFICATION AND  
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
Mulica's Deli and Liquor, Inc. Walter S. Mulica		Mulica's Deli and Liquor, Inc. Walter S. Mulica	
ADDRESS 3244-60 North Milwaukee Ave. Chicago, IL 60618		ADDRESS 3244-60 North Milwaukee Ave. Chicago, IL 60618	
TELEPHONE NO. 773-736-1212	IDENTIFICATION NO. 36-3397129	TELEPHONE NO. 773-736-1212	IDENTIFICATION NO. 36-3397129

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 24TH day of OCTOBER, 1997, is executed by and between the parties indicated below and Lender.

A. On OCTOBER 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 FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$ 500,000.00), 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 OCTOBER 31, 1996 as Document No. 96-831397 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 OCTOBER 24, 1996 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 OCTOBER 24, 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 OCTOBER 24, 1997, the unpaid principal balance due under the Note was \$ 500,000.00, 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:  
To extend the maturity date for one more year to October 24, 1998

# UNOFFICIAL COPY

## SCHEDULE A

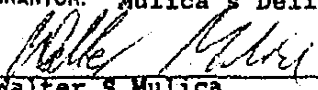
Parcel 1: The east 12.5 feet of lot 9 and all of lots 10, 11 and 12 in Louis Kord's Milwaukee Avenue Addition to Chicago, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.  
Parcel 2: Lots 13, 14, 15, 16, 17, 18, 19 and 20 in Louis Kord's Milwaukee Avenue Addition to Chicago in the Southwest 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Real Property: 3244-60 North Milwaukee Ave.  
Chicago, IL 60618

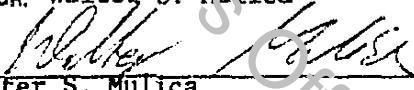
Permanent Index No.(s): 13-23-325-007 to 15

## SCHEDULE B

GRANTOR: Mulica's Deli and Liquor, Inc.

  
Walter S. Mulica  
President/Secretary

GRANTOR: Walter S. Mulica

  
Walter S. Mulica  
Individually

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Mulica's Deli and Liquor, Inc.

BORROWER: Walter S. Mulica

Walter S. Mulica  
President/Secretary

Walter S. Mulica  
Individually

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: American Chartered Bank

Joseph R. Chiariello  
Senior Vice President

State of IL )  
County of Cook ) ss.

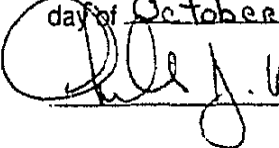
State of IL )  
County of Cook ) ss.


I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter S. Mulica 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 his free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 1997 by Joseph R. Chiariello, Sr. Vice Pres. as Senior Vice President on behalf of the American Chartered Bank.

Given under my hand and official seal, this 30 day of October 1997

Given under my hand and official seal, this 30 day of October 1997

  
"OFFICIAL SEAL"  
PHILLIS J. WITWICKI  
Notary Public, State of Illinois  
My Commission Expires 8/7/2000

  
"OFFICIAL SEAL"  
PHILLIS J. WITWICKI  
Notary Public, State of Illinois  
My Commission Expires 8/7/2000

Prepared by and return to: American Chartered Bank



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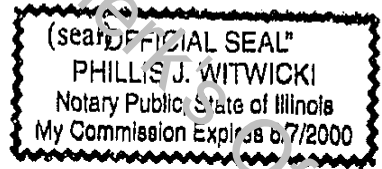
Property of Cook County Clerk's Office

STATE OF IL  
COUNTY OF Cook

On this 30<sup>th</sup> day of October before me, a Notary Public in  
and for the above named state, personally appeared Walter Malina as President  
of Malina's Deli & Liqueur known to me to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged to me that  
he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal, the day and year in this certificate first above written.

Phyllis J. Witwicki  
Notary Public



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