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Northview Bank & Trust
245 Naukegan Road
Northfield, IL 60093
847-446-0245 (Lender)

BN
207

MODIFICATION AND EXTENSION OF MORTGAGE

Call 1985951

GRANTOR		BORROWER	
The Chicago Trust Company, as Trustee, under Trust Agreement No. 1094172 dated OCTOBER 3, 1990.		The Borrowers shown on the Promissory Notes and Agreements shown below.	
ADDRESS	ADDRESS	TELEPHONE NO.	IDENTIFICATION NO.
3147 N. Spaulding Avenue Chicago, IL 60618-6804		773-588-4997	320-62-3349

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 20TH day of JANUARY, 1998 is executed by and between the parties indicated below and Lender.

A. On JULY 16, 1997, 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 TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 125,000.00), 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 22, 1997 as Document No. 97527446** 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".

Assign of Rents
Doc # 97527447

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 JULY 20, 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 JANUARY 20, 1998, the unpaid principal balance due under the Note was \$ 122,122.73, 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:
PAYMENT SCHEDULE: Borrower shall pay the principal and interest on the Note according to the following schedule:

53 PAYMENTS OF \$1,555.34 BEGINNING FEBRUARY 20, 1998 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST IS DUE AND PAYABLE ON JULY 20, 2002.

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SCHEDULE A

Lots 1 and 2 in Block 1 in M.A. Barnes Subdivision of the South West 1/4 of the South West 1/4 of the North East 1/4 of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Real Property: 3550-3558 W. Montrose Avenue
Chicago, IL 60618

Permanent Index No.(s): 13-16-221-020-0000

SCHEDULE B

GRANTOR: The Chicago Trust Company
as Trustee under Trust Agreement No. 1094172

GRANTOR:

not personally, but as Trustee

GRANTOR:

GRANTOR:

SEE ATTACHED EXPLANATORY
CLAUSE FOR SIGNATURE

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY,
TRUSTEE UNDER TRUST # 144-2 ATTACHED TO THAT MODIFICATION IF MHC
DATED 1/20/98 TO NEATHUC 15K

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability if any being expressly waived and released

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE JAN 22 1998

The Chicago Trust Company,
as Trustee aforesaid and not personally,

Corporate Seal



By [Signature]
Assistant Vice President

Attest [Signature]
Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and

Assistant Secretary of The Chicago Trust Company, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company 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 Company, caused the corporate seal of said Company 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 Company for the uses and purposes therein set forth.

JAN 22 1998
day

"OFFICIAL SEAL" Given under my hand and Notarial Seal this
Susan Becker of
Notary Public, State of Illinois
My Commission Expires 3/23/98

Notarial Seal
A 267441-177

[Signature]

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Property of Cook County Clerk's Office

BORROWER: The Chicago Trust Company
as Trustee under Trust Agreement No. 1094172

BORROWER: David Simpson

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Northview Bank & Trust

James L. Briggs
Executive Vice President

State of Illinois)
County of Cook) SS.

State of Illinois)
County of Cook) SS.

I, Kooi Lin Chaddah a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Simpson personally known to me to be the same person is whose name is 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 20th day of January 1998 by James L. Briggs Executive Vice President on behalf of Northview Bank & Trust

Given under my hand and official seal, this 20th day of January 1998

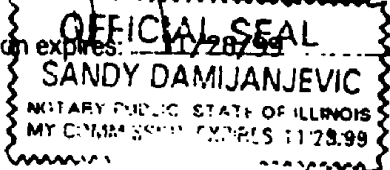
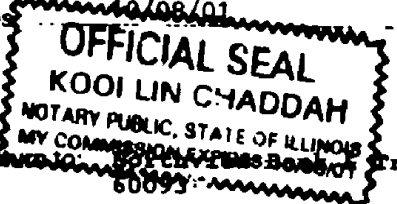
Given under my hand and official seal, this 20th day of January 1998

Kooi Lin Chaddah
Notary Public

Sandy Damijanjevic
Notary Public

Commission expires 10/08/01

Commission expires 11/28/99



Prepared by and returned to Trust

245 Waukegan Road Northfield IL

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