1630), TT 1.0161 "LENDER"

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## **MODIFICATION AND** EXTENSION OF MORTGAGE

**GNANTOR** 

BORROWER

ROBERT M. PROCE JOYCE R. PROCE

ROBERT M. PROCE JOYCE R. PROCE

**ADDRESS** 

118 S. TAYLOR 60302 OAK PARK, IL

**ADDRESS** 

118 S. TAYLOR OAK PARK, IL 60302

TELEPHONE NO.

IDENTIFICATION NO. TELEPHONE NO. IDENTIFICATION NO.

day of JANUARY, 1998 THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 29TH is executed by and between the parties indicated below and Lewis. . Lender made a login ("Loan") to Borrower evidenced by Borrower's A. On SEPTEMBER 29, 1997 promissory note ("Note") payable to Lender in the original principal amount of FORTY FIVE THOUSAND ONE HUNDRED AND NO/100\*\*\*\*\*\*\*\*\* Dollare (\$ 45,100,00 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 Filing date OCTOBER 8, 1997 as Document No. 97748209 at Page in the records of the Recorder's County, Illinois. The Note and Mortgage and any other related COOK (Registrar's) Office of 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 JANJARY 29, 1999 OR SUBSEQUENT CAMEWALS, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mungage is modified accordingly.

JANUARY 29, 1998 (2) The parties acknowledge and agree that, as of . the unpaid principal balance due under the Note was \$ 20,200,00 ..., and the accrued and unpaid interest on that date was \$

(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:

BOX 333-CTI

## UNOFEICIAL COP 3516 Page 2 of 75

THE WEST 40 FEET OF THE SOUTH 210 FEET OF LOT 4 (NOT INCLUDING STREET) IN SAMUEL P. SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE BORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COCK COURTY, ILLINOIS

1038 LAKE ST.

16-07-120-020

16-07-120-021

OAK PARK, IL 60302

Address of Real Properc

Permanent Index No.(s):

LP-8.505 @ FormAtion Technologies, Inc. (1/11/85) (500) 937-5799

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Page 2 of 3 .....

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GUARANTOR:  GUARANTOR:	
	LENDER: ITASCA BANK & TRUST CO.
4	- Comment of the Comm
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State of ILLINOIS )	State of ILLINOIS )
County of DUPAGE SS.	County of DUPAGE ) SS.
public in and for said County, in the State aforesaid, DO	The foregoing in strument was acknowledged before me this
HEREBY CERTIFY that ROBERT & JOYCE PROCE	by
personally known to me to be the same person Whose name	JAMES A. ADDINGIO
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged	as VICE PRESIDENT
that XXhe THEY signed, sealed and	V/Sc.
delivered the said instrument as THELR free and voluntary act, for the uses and purposes herein set forth.	on behalf of the ITASCA BANK & TRUST CO
Given under my hand and official seal, this 27TH	Given under my hand and official seal, this22TH
day of JANUARY, 1998	day of JANUARY, 1998
Kathleen 4 Moore Notary Public	fattleen q' moore Notary Public
Commission expires:	Commission expires:
"OFFICIAL SEAL"	7
Prepared by and return to: Kathleen A. Moore	
Notary Public, State or Himots	Page 3 of 3 unitials

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## **UNOFFICIAL COPY**

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