

Community Bank Wheaton/Glen Ellyn
357 Roosevelt Road
Glen Ellyn, IL 60137
630-545-0900 (Lender)

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

Mail To:

D23164M-DK

DUKANE TITLE CO. BOX 2036
GLEN ELLYN, IL 60138-2038

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
James S. Kinne Candace S. Kinne		James S. Kinne Candace S. Kinne	
ADDRESS		ADDRESS	
1194 E. Cunningham Drive Palatine, IL 60067		1194 E. Cunningham Drive Palatine, IL 60067	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
847-359-5166		847-359-5166	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 2ND day of JUNE, 1997, is executed by and between the parties indicated below and Lender.

A. On JUNE 2, 1997, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TEN THOUSAND AND NO/100 Dollars (\$ 10,000.00), 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 1, 1997 as Document No. R97-473767 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 APRIL 2, 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 2, 1997, the unpaid principal balance due under the Note was \$ 10,000.00, 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:

3P

X [Signature] Initials

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SCHEDULE A

THE NORTH 27.27 FEET OF THE SOUTH 122.96 FEET OF THE WEST 40.77 FEET OF THE EAST 269.56 FEET TOGETHER WITH THE NORTH 16.79 FEET OF THE SOUTH 112.48 FEET OF THE WEST 38.21 FEET OF THE EAST 228.79 FEET ALL AS MEASURED ALONG AND PERPENDICULAR TO THE SOUTH LINE ON THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address of Real Property: 1194 E. Cunningham Dr.
Palatine, IL 60067

Permanent Index No.(s): 02-12-102-117

SCHEDULE B

A FIRST LIEN OF APPROXIMATELY \$112,000 OWING TO BANK UNITED OF TEXAS

GRANTOR: James S. Kinne

James S. Kinne
James S. Kinne
Husband

GRANTOR:

GRANTOR: Candace S. Kinne

Candace S. Kinne
Candace S. Kinne
Wife

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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BY BORROWER: *James S. Kinne*
James S. Kinne

BORROWER: *Candace S. Kinne*
Candace S. Kinne

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: Community Bank Wheaton/Glen Ellyn

Mark S. Daniels
Mark S. Daniels
Senior Vice President

State of Illinois)
County of DuPage) ss.

State of Illinois)
County of DuPage) ss.

I, the undersigned _____ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James & Candace Kinne personally known to me to be the same person s _____ whose name s _____ are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

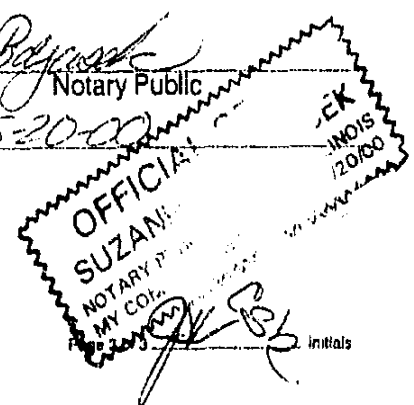
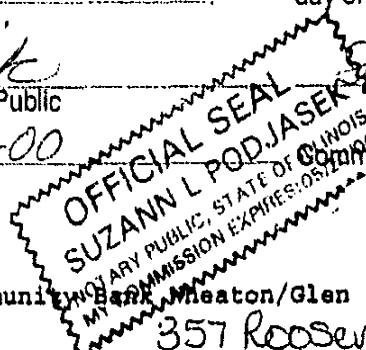
The foregoing instrument was acknowledged before me this 2nd day of June 1997 by Mark S Daniels as Sr Vice President on behalf of the Community Bank Wheaton/Glen Ellyn

Given under my hand and official seal, this 2nd day of June 1997.

Given under my hand and official seal, this 2nd day of June 1997.

Suzann L. Podjasek
Notary Public
Commission expires: 5-20-00

Suzann L. Podjasek
Notary Public
Commission expires: 5-20-00



Prepared by and return to: Community Bank Wheaton/Glen Ellyn
357 Roosevelt Road
Glen Ellyn, IL 60137

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