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Cook County Recorder 27.00

CHICAGO CITY BANK AND TRUST COMPANY  
815 WEST 63RD STREET  
CHICAGO, IL 60621  
773-873-8800 (Lender)



**MODIFICATION AND  
EXTENSION OF MORTGAGE**

38452

<b>GRANTOR</b> Chicago City Bank and Trust Company, as Trustee, under Trust Agreement No. 11628 dated JUNE 20, 1994.		<b>BORROWER</b> Chicago City Bank and Trust Company, as Trustee, under Trust Agreement No. 11628 dated JUNE 20, 1994. Bernard Fetchenik Elizabeth Sander	
<b>ADDRESS</b> 815 W. 63rd. Street Chicago, IL 60621		<b>ADDRESS</b> 815 W. 63rd. Street Chicago, IL 60621	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
		498-3573	

**THIS MODIFICATION AND EXTENSION OF MORTGAGE**, dated the 1ST day of SEPTEMBER, 1999, is executed by and between the parties indicated below and Lender.

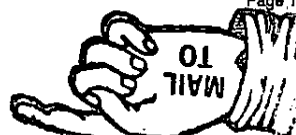
A. On AUGUST 24, 1994, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 33,750.00), which Note was secured by a Mortgage ("Mortgage") executed 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 MARCH 14, 1995 as Document No. 95170336 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 SEPTEMBER 1, 1999 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 SEPTEMBER 1, 2004, 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 SEPTEMBER 1, 1999, the unpaid principal balance due under the Note was \$ 27,006.65, and the accrued and unpaid interest on that date was \$ 196.90.
- (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:

**IT IS AGREED THAT THERE SHALL BE DEPOSITED MONTHLY SUFFICIENT AMOUNTS TO PAY EACH INSTALLMENT OF REAL ESTATE TAXES AT LEAST 30 DAYS BEFORE PENALTY SHALL ATTACH THERETO.**

**BOX 277**



*[Handwritten initials]*

SCHEDULE A

LOT 20 IN BLOCK 2 IN NEW ASHLAND, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Address of Real Property: 3218 S. Justine Chicago, IL 60609

Permanent Index No.(s): 20-08-312-040

SCHEDULE B

GRANTOR: Chicago City Bank and Trust Company as Trustee under Trust Agreement No. 11628 See Exculpatory RIDER attached to and made a part of this instrument not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: Chicago City Bank and Trust Company as Trustee under Trust Agreement No. 11628

BORROWER: Bernard Petchenik

not personally, but as Trustee

BORROWER: Elizabeth Sander

*Elizabeth Sander*

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

*Bernard Petchenik*  
Bernard Petchenik

GUARANTOR:

*Elizabeth Sander*  
ELIZABETH SANDER

GUARANTOR:

GUARANTOR:

LENDER: CHICAGO CITY BANK AND TRUST COMPANY

*Leon Schnayer*  
Leon Schnayer  
Asst. Vice President

State of IL )  
County of COOK ) ss.

State of IL )  
County of COOK ) ss.

I, LEON SCHNAYER a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Petchenik & Elizabeth Sander personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They 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 1st day of September by LEON SCHNAYER as AVP CHGO City Bank & TRUST on behalf of the \_\_\_\_\_

Given under my hand and official seal, this 1st day of September 1999

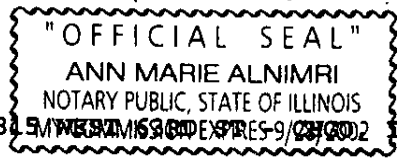
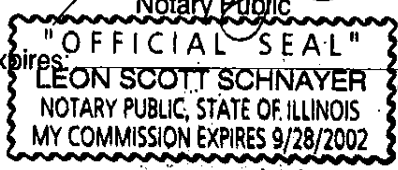
Given under my hand and official seal, this 1st day of September, 1999

*Leon Schnayer*  
Notary Public

*Ann Marie Alnimri*  
Notary Public

Commission expires: 9/28/02

Commission expires: 9-28-02



Prepared by and return to: CHICAGO CITY BK & TR CO - 815 W. WASHINGTON ST. CHICAGO, IL 60621

BOX 277

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Property of Cook County Clerk's Office

BOX 277

RIDER ATTACHED TO AND MADE A PART OF A MODIFICATION AND EXTENSION OF MORTGAGE DATED SEPTEMBER 1, 1999 BY AND BETWEEN THE UNDERSIGNED AND CHICAGO CITY BANK AND TRUST COMPANY

This instrument is executed by CHICAGO CITY BANK AND TRUST COMPANY, not in any personal capacity, but solely as Trustee, under and pursuant to that certain Trust Agreement herein described, and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representation made and contained in the within instrument, specifically including, without limitation, any covenant, representation, warranty, condition, agreement or indemnity pertaining to environmental pollution, toxic substances or hazardous wastes, it being specifically understood by any and all parties dealing with this instrument that said Bank has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said Trust without any intention of binding the Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted or be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, CHICAGO CITY BANK AND TRUST COMPANY, an Illinois corporation, not personally but as Trustee under the provisions of a Trust Agreement dated June 20, 1994, and known as Trust Number 11628, has caused these presents to be executed, sealed and delivered as of the date above stated.

CHICAGO CITY BANK AND TRUST COMPANY, As Trustee, as aforesaid, and not personally,

BY: [Signature] Assistant Vice President

ATTEST: [Signature] Trust Officer

STATE OF ILLINOIS ) ) SS ) COUNTY OF COOK )

I, the undersigned, A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the aforementioned Vice President of the CHICAGO CITY BANK AND TRUST COMPANY and that the aforementioned Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, 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 Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of September, 1999.

[Signature] Notary Public OFFICIAL SEAL Mary Ann Taylor Notary Public, State of Illinois My Commission Expires Feb. 9, 2003

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Property of Cook County Clerk's Office



OFFICIAL SEAL  
Mary Ann Taylor  
County Clerk, State of Illinois  
My Commission Expires Feb. 2, 2003

**BOX 277**