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FIRST NORTHWEST BANK
234 WEST NORTHWEST HWY
ARLINGTON HTS., IL 60004
708-670-1000 (Lender)

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1999-02-04 15:24:03
Cook County Recorder 27.50



MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
AMERICAN NATIONAL BANK & TRUST CO., as Trustee, under Trust Agreement No. 10651 dated JUNE 21, 1990.		AMERICAN NATIONAL BANK & TRUST CO., as Trustee, under Trust Agreement No. 10651 dated JUNE 21, 1990.	
ADDRESS		ADDRESS	
1048 W LAKE STREET OAK PARK, IL 60301		1048 W LAKE STREET OAK PARK, IL 60301	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
708-524-4550		708-524-4550	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 14TH day of DECEMBER, 1998, is executed by and between the parties indicated below and Lender.

A. On DECEMBER 14, 1995, 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 SIXTEEN THOUSAND ONE HUNDRED NINETY-THREE AND NO/100 Dollars (\$ 116,193.00), 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 DECEMBER 20, 1995 as Document No. 95883629 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 DECEMBER 14, 1998 executed by Grantor 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 DECEMBER 14, 1999, 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 DECEMBER 14, 1998, the unpaid principal balance due under the Note was \$ 116,193.00, 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:

Handwritten initials: ab, my, SA

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SCHEDULE A

LOT 3 IN MARTIN'S SUBDIVISION OF PART OF LOT 7 IN SUBDIVISION OF JOSEPH A BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 9, 1955 AS DOCUMENT NUMBER 1639274, IN COOK COUNTY, ILLINOIS.

Address of Real Property: LOT 3 IN MARTIN LANE
HARLINGTON HTS, IL 60005

Permanent Index No.(s): 08-16-203-002

SCHEDULE B

GRANTOR: AMERICAN NATIONAL BANK & TRUST CO.
as Trustee under Trust Agreement No. 08-16-203-002

GRANTOR:

not personally, but as Trustee for SIGNATURE OF
GRANTOR: TRUSTEE AND NOTARY ACKNOWLEDGMENT

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By Annette N. Brusca
Annette N. Brusca, Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify Annette N. Brusca, an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this (date) 4th day of January, 1999.

Joan M. Meikel
NOTARY PUBLIC



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SEE RIDER ATTACHED FOR SIGNATURE AS TRUSTEE AND NOTARY ACKNOWLEDGMENT

not personally BORROWER: AS TRUSTEE

BORROWER: BORROWER:

BORROWER: BORROWER:

GUARANTOR: GUARANTOR:

FREDERIC V BUHRKE PATRICK W BUHRKE

GUARANTOR: GUARANTOR:

LENDER: FIRST NORTHWEST BANK

Todd M Birch
TODD M BIRCH
ASSISTANT VICE PRESIDENT

State of Illinois
County of _____ ss.

State of Illinois
County of Cook ss.

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

The foregoing instrument was acknowledged before me this day by Todd M. Birch as Vice President on behalf of the First Northwest Bank

Given under my hand and official seal, this _____ day of _____

Given under my hand and official seal, this 14th day of December, 1998

Notary Public

Anne M. Klessen
Notary Public

Commission expires: _____

Commission expires: 12-04-00

Prepared by and return to: TODD M BIRCH
First Northwest Bank
934 W Northwest Bank
Arlington Heights, IL 60004

