

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

99 FEB - 6 PM 2:47  
COOK COUNTY  
RECORDER



Duane Title Insurance Co.  
650 East Roosevelt Road  
Suite 104  
Glen Ellyn, Illinois 60137

Mail to

ROLLING MEADOWS

D22267-D

MODIFICATION AND  
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
Firststar Bank Illinois, as Trustee, under Trust Agreement No. 3378 dated SEPTEMBER 22, 1986.		Firststar Bank Illinois, as Trustee, under Trust Agreement No. 3378 dated SEPTEMBER 22, 1986.	
ADDRESS		ADDRESS	
104 N. Oak Park Ave Oak Park, IL 60301		104 N. Oak Park Ave Oak Park, IL 60301	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
708-445-4615		708-445-4615	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 9TH day of JANUARY, 1999, is executed by and between the parties indicated below and Lender:

A. On MAY 9, 1996, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SEVEN HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$ 705,000.00), 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 MAY 14, 1996 as Document No. R96-080140 in the records of the Recorder's (Registrar's) Office of DUPAGE County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated MAY 9, 1996 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 JANUARY 9, 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 JANUARY 9, 1999, the unpaid principal balance due under the Note was \$ 678,930.70, 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:  
EXTENDING MATURITY DATE AND DECREASING RATE TO 7.25%

225

# UNOFFICIAL COPY

## SCHEDULE A

LOTS 8 AND 9 IN OWEN'S SUBDIVISION OF LOT 1 (EXCEPT THE NORTHERLY 75.0 FEET THEREOF) IN BLOCK 10 IN COUNTY CLERK'S ASSESSMENT DIVISION OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OWEN'S SUBDIVISION RECORDED AUGUST 18, 1900 AS DOCUMENT 72110 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

AD GRANTOR: [Signature]  
LP-IL505 (1/11/95) (800) 937-3789  
NOTARIAL PUBLIC  
(708) 484-1000

Address of Real Property: 536 Duane Street  
Glen Ellyn, IL 60137

Permanent Index No.(s): 05-11-322-022 & 05-11-322-023

## SCHEDULE B

GRANTOR: Firststar Bank Illinois  
as Trustee under Trust Agreement No. 3378

GRANTOR:

By: [Signature] June Stout, Asst Vice Pres

not personally, but as Trustee  
SEE EXONERATION RIDER ATTACHED HERETO & MADE  
GRANTOR: PART HEREOF

GRANTOR:

Attest: [Signature]  
Norma J. Haworth, Land Trust Officer

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL COPY

BORROWER: Firststar Bank Illinois as Trustee under Trust Agreement No. 3378 BORROWER:

By: June Stout June Stout, AVP not personally, but as Trustee

BORROWER: BORROWER:

ATTEST: Norma J. Haworth Norma J. Haworth, Land Trust Officer

BORROWER: BORROWER:

BORROWER: BORROWER:

GUARANTOR: Robert M Jourdan Robert M Jourdan GUARANTOR: Louanne C. Jourdan Louanne C. Jourdan

GUARANTOR: GUARANTOR:

LENDER: Community Bank-Wheaton/Glen Ellyn D. Fischer President

State of ILLINOIS ) County of COOK ) SS.

State of IL ) County of DUPAGE ) SS.

I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that June Stout, AVP & Norma J. Haworth, LTO 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 26 day of Jan. 1999 by DONALD N. FISCHER as PRESIDENT on behalf of the COMMUNITY BANK WHEATON/GLEN ELLYN

Given under my hand and official seal, this 26th day of January, 1999.

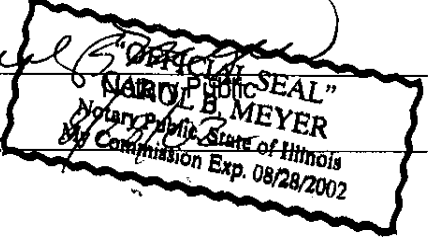
Given under my hand and official seal, this 26 day of Jan, 1999

Angela McClain Notary Public

Carol B. Meyer Notary Public

Commission expires:

Commission expires:



Prepared by and return to: COMMUNITY BANK WHEATON/GLEN ELLYN 357 ROOSEVELT RD GLEN ELLYN IL 60137

## EXONERATION RIDER

The foregoing instrument is executed by FIRSTAR BANK ILLINOIS, not personally but as Trustee under Trust No. 3378 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

County Clerk's Office