

CHICAGO CITY BANK AND TRUST COMPANY
815 WEST 63RD STREET
CHICAGO, IL 60621
312 873-8800 (Lender)



MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR		BORROWER	
Chicago City Bank and Trust Company, as Trustee, under Trust Agreement No. 11662 dated JUNE 4, 1996.		Chicago City Bank and Trust Company, as Trustee, under Trust Agreement No. 11662 dated JUNE 4, 1996. Thomas C Murray Mark Dahlberg	
ADDRESS		ADDRESS	
815 West 63rd Street Chicago, IL 60621		815 West 63rd Street Chicago, IL 60621	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
773-873-8800	11662	773-873-8800	11662

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 18TH day of JUNE, 1996, is executed by and between the parties indicated below and Lender.

A. On JUNE 18, 1996, 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 EIGHTEEN THOUSAND NINE HUNDRED SEVENTY AND 68/100 Dollars (\$ 118,970.68), 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 N/A at Page N/A Filing date JUNE 27, 1996 as Document No. 96497415 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 MARCH 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 MARCH 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 MARCH 1, 1999, the unpaid principal balance due under the Note was \$ 150,220.68, 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:

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.

UNOFFICIAL COPY

BORROWER: Chicago City Bank and Trust Company as Trustee under Trust Agreement No. 11662

BORROWER: Thomas C Murray

See Exculpatory RIDER attached to

Thomas C. Murray

John J. [unclear] a part of this instrument not personally, but as Trustee Asst. Vice President BORROWER: Mark Dahlberg

BORROWER:

[Signature]

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

Thomas C. Murray
Thomas C. Murray

GUARANTOR:

GUARANTOR:

LENDER: CHICAGO CITY BANK AND TRUST COMPANY

Gavin Weir Jr
Gavin Weir Jr
Senior Vice President

State of Illinois)
County of Cook) SS.

State of Illinois)
County of COOK) SS.

I, Ann Marie Alnimri a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK DAHLBERG & THOMAS C. MURRAY personally known to me to be the same persons whose name S 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 3/1/99 by Gavin Weir Jr. as Sr. Vice President on behalf of the Chicago City Bank & Trust

Given under my hand and official seal, this 31st day of March, 1999

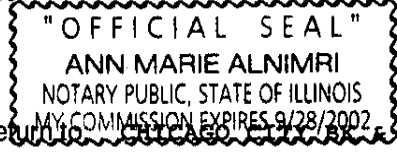
Given under my hand and official seal, this 1 day of March 1999

Ann Marie Alnimri
Notary Public

Leon Scott Schnayer
Notary Public

Commission expires: 9-28-02

Commission expires: 9/28/02



Prepared by and return to Chicago City Bank & Trust Co - 815 West State Street Chicago IL 60621

BOX 277

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF A MODIFICATION AND EXTENSION OF MORTGAGE DATED MARCH 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 4, 1996, and known as Trust Number 11662, has caused these presents to be executed, sealed and delivered as of the date above stated.

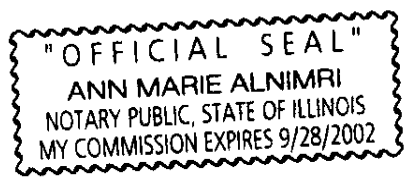
CHICAGO CITY BANK AND TRUST COMPANY,
As Trustee, as aforesaid, and not personally,
BY: _____
Assistant Vice President
ATTEST: _____
Trust Officer

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 Assistant 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 22nd day of March, 1999.

Ann Marie Alnimri
Notary Public



BOX 277