



Preparer: Mail To:

FIRST NORTHWEST BANK
234 WEST NORTHWEST HWY
ARLINGTON HTS., IL 60004
847-670-1000 (Lender)



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

MODIFICATION AND
EXTENSION OF MORTGAGE

GRANTOR OF CHICAGO AMERICAN NATIONAL BANK & TRUST CO, as Trustee, under Trust Agreement No. 104653-00 dated FEBRUARY 11, 1988.		BORROWER OF CHICAGO AMERICAN NATIONAL BANK & TRUST CO, as Trustee, under Trust Agreement No. 104653-00 dated FEBRUARY 11, 1988.	
ADDRESS 111 E. BUSSE AVENUE MT. PROSPECT, IL 60056		ADDRESS 111 E. BUSSE AVENUE MT. PROSPECT, IL 60056	
TELEPHONE NO. 847.590.3770	IDENTIFICATION NO.	TELEPHONE NO. 847.590.3770	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 27TH day of FEBRUARY, 1999, is executed by and between the parties indicated below and Lender.

A. On FEBRUARY 27, 1998, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FOUR HUNDRED FIFTY-FIVE THOUSAND AND NO/100 Dollars (\$ 455,000.00), 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 MARCH 6, 1998 as Document No. 98-180041 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 FEBRUARY 27, 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 FEBRUARY 27, 2000, 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 FEBRUARY 27, 1999, the unpaid principal balance due under the Note was \$ 455,000.00, 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:

Handwritten initials

SCHEDULE A

LOT 9, 10 AND 11 IN BLOCK 15 IN NEWBERRY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 14 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Address of Real Property: 219 W. ERIE STREET CHICAGO, IL 60610-3610

Permanent Index No.(s): 17-09-273-014

SCHEDULE B

OF CHICAGO

GRANTOR: AMERICAN NATIONAL BANK & TRUST CO GRANTOR: as Trustee under Trust Agreement REF: 104653-00

not personally attached for signature by Trustee SEE RIDER ATTACHED FOR SIGNATURE TRUSTEE AND NOTES BY ACKNOWLEDGMENT

GRANTOR: GRANTOR:

GRANTOR: GRANTOR:

GRANTOR: GRANTOR:

BORROWER: AMERICAN NATIONAL BANK & TRUST CO OF CHICAGO
as Trustee under Trust Agreement No. 104653-00

UNOFFICIAL COPY

not personally, but as Trustee

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

GUARANTOR:

GUARANTOR:

GUARANTOR:

LENDER: FIRST NORTHWEST BANK

Todd M. Birch
Vice President

State of _____)
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 27th February 99 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 27th day of February 99

Notary Public

Notary Public

Commission expires: _____

Commission expires: _____



Prepared by and return to: FIRST NORTHWEST BANK-234 W. N.W HIGHWAY, ARLINGTON HTS., IL 60004

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 according 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
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 name 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) 12th day of April, 1999.

Joan M. Meikel
NOTARY PUBLIC

