

UNOFFICIAL COPY

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2002-03-21 10:21:51

Cook County Recorder 25.50



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**MORTGAGE MODIFICATION/EXTENSION AGREEMENT**

This MODIFICATION AGREEMENT is made this 5TH day of JANUARY 20 02 by and between Lakeland Community Bank of Round Lake Heights, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and MICHAEL MCLENAGHAN AND DEBORAH MCLENAGHAN representing him/herself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ('Owner'), WITNESSETH:

1. The parties hereby agree to extend and/or modify the time of payment of the indebtedness evidenced by the principal promissory note or notes of LAKELAND COMMUNITY BANK, AN ILLINOIS BANKING CORP. dated 1/5/01, secured by a mortgage or trust deed in the nature of a mortgage recorded (registered) in the Recorder's (Registrar's) Office of COOK County, ILLINOIS AS DOCUMENT 0010033083 conveying to Lakeland Community Bank, as certain real estate in COOK County, ILLINOIS described as follows:

LOT 10 IN WINTER HAVEN SUBDIVISION OF LOT 25 IN ARTHUR T. MCINTOSH AND COMPANY'S QUENTINS ROAD FARMS SUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 02-21-413-040

COMMONLY KNOWN AS: 403 S. MIDDLETON AVE, PALATINE, IL 60067

2. The amount of principal remaining unpaid on the indebtedness is \$98,988.37 (Re: loan #825689-10)

3. Said remaining indebtedness of \$98,988.37 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 8.50 per cent shall be paid in installments of INTEREST MONTHLY on the 5TH day of FEBRUARY 2002, and one final payment of principal and interest on the 5TH DAY OF JANUARY, 2002 and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended and modified, and to pay interest after maturity or default at the rate of 11.50 per cent per annum; and to pay both principal and interest at such banking house or trust company in the City of ROUND LAKE HEIGHTS, ILLINOIS as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment, then at Lakeland Community Bank, 935 W. Rollins Road, Round Lake Heights, IL 60073.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable in the same manner as if said extension had not been granted.


5. This MODIFICATION/EXTENSION Agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, including any prepayment privileges unless herein expressly provided for shall remain in full force and effect. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of the Modification Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind heirs, personal representatives and assigns of the Owner. If the Owner consists of two or more persons their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF the parties hereto have signed, sealed and delivered this MODIFICATION/EXTENSION Agreement the day and year first above written.

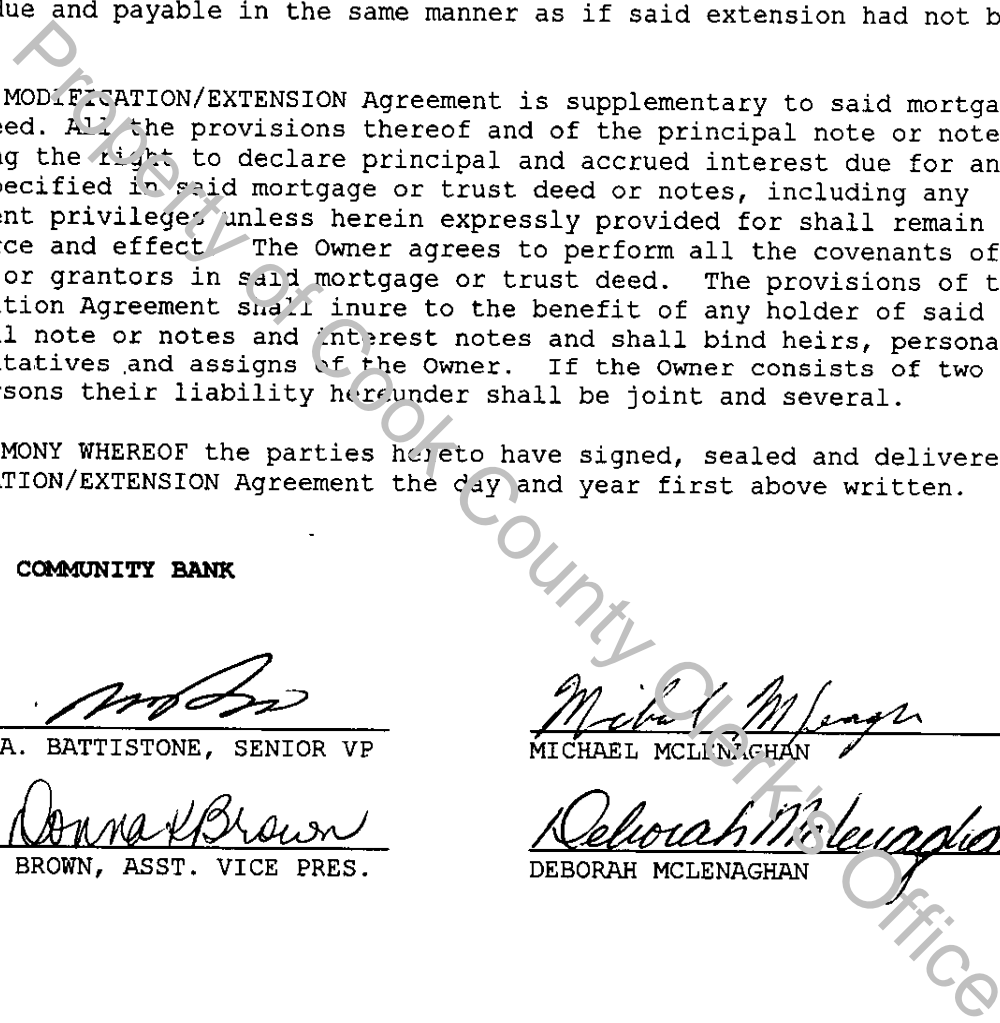
LAKELAND COMMUNITY BANK

BY   
WILLIAM A. BATTISTONE, SENIOR VP

  
MICHAEL MCLENAGHAN

ATTEST   
DONNA K. BROWN, ASST. VICE PRES.

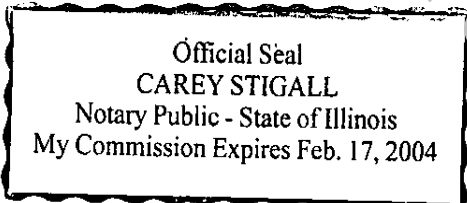
  
DEBORAH MCLENAGHAN



STATE OF ILLINOIS ) SS  
COUNTY OF LAKE ) SS

I, THE UNDERSIGNED, an Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL MCLENAGHAN AND DEBORAH MCLENAGHAN 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 5TH day of JANUARY 20 02.

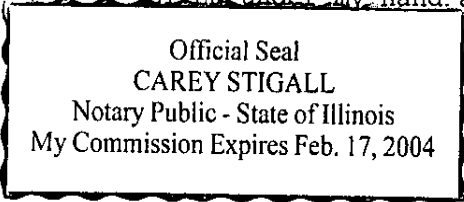


Carey Stigall  
NOTARY PUBLIC

STATE OF ILLINOIS ) SS.  
COUNTY OF LAKE ) SS.

I, THE UNDERSIGNED a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM A. BATTISTONE, SENIOR VP of Lakeland Community Bank of Round Lake Heights, IL and DONNA K. BROWN, ASST. VICE PRESIDENT of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Attesting officer then and there acknowledged that, as custodian of the corporate seal of said Bank, he did affix said corporate seal 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 5TH day of JANUARY 20 02.



Carey Stigall  
NOTARY PUBLIC

**This Document Prepared By and Return to:**

LAKELAND COMMUNITY BANK, 935 W. ROLLINS RD., ROUND LAKE HEIGHTS, IL 60073