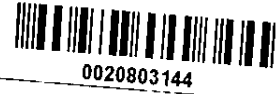


This instrument was prepared by
and when recorded mail to:
Kenton Hambrick, Esquire
Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
Mailstop 202
McLean, VA 22102



Freddie Mac Loan Number: 276249925

EXTENSION AGREEMENT

3422-24 W. Foster
5201-05 N. Bernard
Chicago, IL 60625
Permanent Tax ID: 13-11-220-029 Volume 331

THIS EXTENSION AGREEMENT (the "Agreement") is made this 2 day of April, 2002, to be effective for all purposes as of March 1, 2002, (the "Effective Date") by and between the FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation chartered under the laws of the United States of America (the "Noteholder"), and Michael J. Neigebauer and Mary L. Neigebauer, as husband and wife, (the "Borrower").

RECITALS

R-1. Borrower obtained a mortgage loan (the "Loan") from Calumet Securities Corporation (the "Original Lender"), which Loan is secured by certain real property and improvements thereon (the "Property") located in Cook County, Illinois and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

R-2. Borrower executed a Multifamily Note evidencing the Loan dated February 26, 1987, in the original principal amount of Two Hundred Sixty Four Thousand and 00/100 Dollars (\$264,000.00), (the "Note"), with principal and interest payments due in full on March 1, 2002.

R-3. Borrower executed and delivered to Original Lender a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Security Instrument") of even date with the Note, naming Original Lender as beneficiary, and covering the Property, which Security Instrument was recorded on or about March 6, 1987, as document 87-125783 in the Recorder's Office of Cook County (the "Recorder's Office"), to secure the repayment of the Loan and the performance of the obligations of the Borrower under the Security Instrument.

R-4. As further security for the performance and observance of its obligations under the Note and to further evidence and perfect the liens and security interest of Original Noteholder, the Borrower executed and delivered to Original Noteholder that certain Assignment of Rents of

3 of 3
CTT A94235

SN
P8
N-
MY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10-022 10/11

UNOFFICIAL COPY

even date with the Note and recorded on or about March 6, 1987, as document 87-125784 in the aforementioned Recorder's Office.

R-5. As further security for the performance and observance of its obligations under the Note and to further evidence and perfect the liens and security interests of Original Noteholder, the Borrower executed and delivered to the Original Noteholder UCC-2 Financing Statements which were recorded in the aforementioned Recorder's Office and filed in the Office of the Secretary of State for the State of Illinois (collectively, the "Financing Statements") and certain other related documents and instruments. (The Note, Security Instrument, Assignment of Rents, Financing Statements and such other documents and instruments relating thereto are hereinafter collectively referred to as the "Loan Documents".)

R-6. Original Lender endorsed the Note to the order of Noteholder and by Assignment of Mortgage dated February 26, 1987, and filed for record on or about March 6, 1987, as document 87-125785 in the aforementioned Recorder's Office, sold, assigned and transferred all right, title and interest of Original Lender in and to the Loan and the Note, Security Instrument and other Loan Documents to Noteholder.

R-7. Borrower has requested that Noteholder extend the maturity date of the Note until June 1, 2002 and Noteholder has agreed to such extension, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Noteholder and Borrower agree as follows:

- I. **INCORPORATION OF RECITALS.** The foregoing recitals to this Agreement are all hereby incorporated in and made a part of this Agreement to the same extent as if herein set forth in full; provided, however, that said recitals shall not be deemed to modify the express provisions hereinafter set forth.
- II. **BORROWER'S REPRESENTATIONS AND WARRANTIES** Borrower hereby represents and warrants to Noteholder:
 - A. As of the date hereof, the amount of the unpaid indebtedness under the Note is Two Hundred Sixteen Thousand Eight Hundred Thirty Three and 00/100ths Dollars (\$216,833.00).
 - B. Interest at the rate set forth in the Note has been paid to Noteholder in full through and until February 28, 2002.
 - C. All of the representations and warranties in the Loan Documents are true as of the date on which Borrower executes this Agreement.
 - D. No event of default (or event which, with the giving of notice or the passage of time or both, would be an event of default) has occurred or is continuing under the

20803144

UNOFFICIAL COPY

Loan Documents, except that the Loan has matured as of the date of this Agreement.

- E. Neither Borrower nor any guarantor of the Loan, if applicable ("Guarantor"), has any claims, offsets, defenses, or counterclaims of any kind to its performance under, or Noteholder's enforcement of, the Note and the other Loan Documents. Borrower, and if applicable, Guarantor, acknowledge that all of Noteholder's actions in connection with the Loan have been in compliance with the terms of the applicable Loan Documents, and Borrower and Guarantor, as applicable, acknowledge and agree that Noteholder has not breached or failed to perform any duty or obligation that Noteholder may owe Borrower or any Guarantor.
- F. There are no suits or actions threatened or pending which affect the enforcement or validity of the Note, the Security Instrument and/or the Loan Documents.
- G. All water and sewer fees for the Property are current as of the date of this Agreement.

III. **EXTENSION OF MATURITY DATE.** The term of the Note is hereby extended from March 1, 2002 through and until June 1, 2002. The entire unpaid principal balance of the Note, together with accrued and unpaid interest thereon, and all other obligations of Borrower under the Loan Documents, if not sooner paid, shall be due and payable in full on June 1, 2002.

IV. **MONTHLY PAYMENTS.** Borrower shall continue to make monthly payments of principal and interest equal to Two Thousand Three Hundred Forty One and 22/100 Dollars (\$2,341.22) to be applied, subject to Paragraph III above, pursuant to the thirty (30) year amortization schedule in place at the origination of the Loan.

V. **FEES.** Upon execution of this Agreement, and in consideration of the extension granted hereby, Borrower shall pay (a) a fee to the Noteholder in the amount of \$542.00 representing one-quarter percent (¼%) of the outstanding and unpaid principal balance of the Note as of the date hereof; (b) the amount of \$750.00 representing documentation fees; (c) a recording fee in the amount of \$35.50; and (d) any additional fees or costs incurred by or on behalf of Noteholder in connection with the extension of the Note, including, but not limited to, reasonable attorneys' fees, and title examination and endorsement costs. All payments made in accordance with this Paragraph V shall be made by certified or other immediately available funds.

VI. **REAFFIRMATION.** The Borrower hereby reaffirms and restates as of the date hereof, all covenants, representations and warranties made by the Borrower in the Loan Documents.

VII. **NO PREPAYMENT PENALTY.** There will be no prepayment penalty if the Loan is paid in full at any time between March 1, 2002 and June 1, 2002.

UNOFFICIAL COPY

VIII. MISCELLANEOUS

- A. Except as expressly modified by this Agreement, the Note, the Security Instrument and all other Loan Documents shall be unchanged and remain in full force and effect, and are hereby expressly approved, ratified and confirmed. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable.
- B. Time is of the essence of this Agreement.
- C. This Agreement shall be governed by the laws of the jurisdiction where the Property is located.
- D. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and permitted assigns.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- G. An executed original of this Agreement shall be (a) attached permanently to the Note as an amendment thereto, and (b) recorded in the Clerk's Office of Cook County as a modification to the Security Instrument.

IX. **ENTIRE AGREEMENT; JOINT PREPARATION.** THIS AGREEMENT AND THE OTHER MODIFICATION DOCUMENTS, IF ANY, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THIS MODIFICATION SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, IF ANY, RELATING TO THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, ALL CORRESPONDENCE BETWEEN BORROWER, SERVICER AND NOTEHOLDER REGARDING PROPOSALS FOR THE MODIFICATION OF THE OBLIGATIONS OF THE BORROWER), AND MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING, EXECUTED JOINTLY BY BORROWER AND AN AUTHORIZED OFFICER OF NOTEHOLDER AND MAY BE SUPPLEMENTED ONLY BY DOCUMENTS DELIVERED OR TO BE DELIVERED IN ACCORDANCE WITH THE EXPRESS TERMS HEREOF.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have set their hands and seals effective as of the date first above written.

NOTEHOLDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By:

Name:

Title:

[Signature]
Brygony S. Stuart
Director / MFAM



BORROWER:

By:

Name:

[Signature]
(Signature)

MICHAEL J NEIGEBAUER

By:

Name:

[Signature]
(Signature)

MARY E NEIGEBAUER

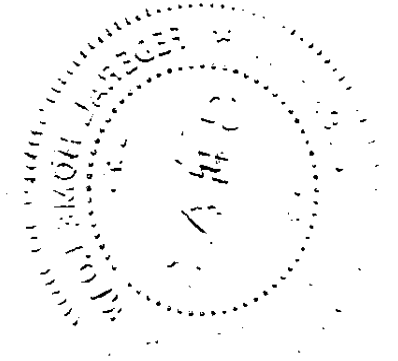
WITNESS

Kathleen L. Clark

Kathleen L. Clark

20803144

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

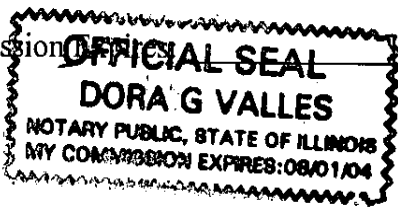
COMMONWEALTH OF VIRGINIA)
)
) SS.
COUNTY OF FAIRFAX)

On the 11th day of APRIL, 2002, personally appeared before me
GREGORY S. STEWART, the DIRECTOR of the
Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States, who
duly acknowledged to me that s/he signed the above instrument on behalf of said corporation.

James J. Romeo
Notary Public

FRANCIS T. ROMEO
Print Name

My Commission Expires:



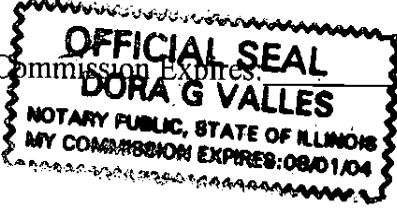
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On the 2 day of April, 2002, personally appeared before me, the
undersigned a Notary Public in for said State and County, duly commissioned and qualified,
MICHAEL J. MARY L. NEIGEBAUER, who duly acknowledged to me that s/he executed the
above instrument.

Dora G. Valles
Notary Public

DORA G. VALLES
Print Name

My Commission Expires:



Property of Cook County Clerk's Office

20803144

UNOFFICIAL COPY

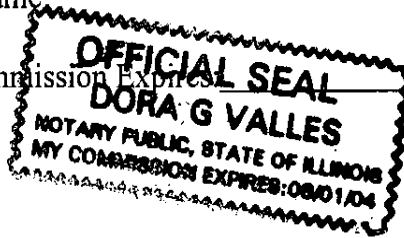
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 2 day of April, 2002, personally appeared before me, the undersigned a Notary Public in for said State and County, duly commissioned and qualified, MICHAEL J. & MARY L. NEIGEBUER, who duly acknowledged to me that s/he executed the above instrument.

Dora G. Valles
Notary Public

DORA G. VALLES
Print Name

My Commission Expires



Property of Cook County Clerk's Office

20803144

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX)

On the 11th day of APRIL, 2002, personally appeared before me GREGORY S. STEWART, the DIRECTOR of the Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States, who duly acknowledged to me that s/he signed the above instrument on behalf of said corporation.

Frances T. Romeo
Notary Public

FRANCES T. ROMEO
Print Name

My Commission Expires: 2/28/04

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Lots 19 and 20 in Block 12 in North Park Addition to Chicago, a subdivision of parts of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 13-11-220-029, Vol. 331

Address: 3422-24 W. Foster
5201-05 N. Bernard
Chicago, IL 60625

Property of Cook County Clerk's Office

20503144