



DOCUMENT PREPARED BY:
Sharon Rudisuhle
PLEASE RETURN TO:
BENCHMARK BANK
1 N. CONSTITUTION DRIVE
AURORA, IL 60506

MORTGAGE EXTENTION AND MODIFICATION

THIS INDENTURE, made this 30th day of December, 2002, by and between BENCHMARK BANK, a national banking association, 1 N. Constitution Drive, Aurora, Illinois 60506, the owner of the mortgage hereinafter described and **NORMAN FLOLO AND DIANE M. FLOLO** representing himself to be the owner of the real estate hereinafter described (Owner) WITNESSETH:

1. The parties hereby agree to extend the time for payment of the indebtedness evidenced by principal promissory note or notes of **Three Hundred Eighty Three Thousand and 00/100's (\$383,000.00)** dated **September 26, 2002** (and thereafter, which subsequent notes evidence future advance loans) secured by a mortgage recorded **October 3, 2002** in the office of the Recorder of **Cook** County, Illinois, as Document No. **002103777** covering certain real estate in **Cook** County, Illinois, described as follows:

LOT 11 IN VILLA OLIVIA ESTATES UNIT 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1997 AS DOCUMENT 97535336, IN COOK COUNTY, ILLINOIS.

PIN #: 06-28-318-002-0000

This modification is to increase note and mortgage amount to \$413,000.00.

2. The amount remaining unpaid on the indebtedness is **\$413,000.00.**
3. Said remaining indebtedness of **\$413,000.00** shall be paid on or before **June 26, 2003** and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage, as hereby extended, and to pay interest thereon as provided in a certain promissory note of even date herewith and interest after maturity at the **prime rate plus 1%**, as hereinafter defined, in effect from time to time plus **4.00%** per cent per annum at such place as the holder or holders of said principal note or notes may from time to time in writing appoint and in default of such appointment then at BENCHMARK BANK, 1 N. Constitution Drive, Aurora, IL 60506.
4. If any part of said indebtedness or interest thereon be not paid at the maturity 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, 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 any payable, in the same manner as if said extension has not been granted.

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5. This Agreement is supplementary to said mortgage. All of 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 notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder or said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. 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 indenture the day and year first above written.

Norman L. Flolo
Norman Flolo

Diane M. Flolo
Diane M. Flolo

BENCHMARK BANK
Richard A. Samuelson
Richard A. Samuelson, Chairman

Subscribed and sworn to before me this
31st day of December, 2002

Sharon L. Rudisuhle
Notary Public



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