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4856/0068 26 001 Page 1 of 2

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Cook County Recorder

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**NOTE AND MORTGAGE MODIFICATION
AND/OR
EXTENSION AGREEMENT**

THIS AGREEMENT MADE THIS 1st DAY OF SEPTEMBER, 2002. BY AND BETWEEN OSWEGO COMMUNITY BANK, A BANKING CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, PARTY OF THE FIRST PART, AND KAREN GIACOMINO PARTY OF THE SECOND PART, WITNESSETH

WHEREAS, THE PARTY OF THE SECOND PART HAVE HERETOFORE BORROWED FUNDS FROM THE FIRST PARTY AND GIVEN A NOTE DATED AUGUST 3, 1988 AND SECURED SAID NOTE WITH A MORTGAGE DATED ALSO ON AUGUST 3, 1988 IN CERTAIN LAND AND PREMISES WHICH ARE DESCRIBED IN SAID MORTGAGE, WHICH MORTGAGE IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 88354347. SAID NOTE AND MORTGAGE ARE HEREBY INCORPORATED HEREIN BY REFERENCE. SAID PROPERTY IS DESCRIBED AS FOLLOWS:

LOT 1 IN JUREK'S SUBDIVISION, BEING A RESUBDIVISION OF LOTS 13 AND 14 IN BLOCK 4 IN UNION ADDITION TO PARK RIDGE, A SUBDIVISION OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #09-35-107-024

COMMONLY KNOWN AS: 127 S. GREENWOOD AVE. PARK RIDGE, IL 60068

WHEREAS, THE PARTY OF THE SECOND PART IS DESIROUS OF EXTENDING AND/OR MODIFYING THE TERMS OF THE NOTE AND MORTGAGE AND THE PARTY OF THE FIRST PART IS WILLING TO MODIFY THE TERMS OF THE NOTE AND MORTGAGE.

NOW THEREFORE, IN CONSIDERATION OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIPT OF WHICH IS ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) THAT AS OF SEPTEMBER 1, 2002 THE OUTSTANDING PRINCIPAL BALANCE DUE THE FIRST PARTY IS \$161,084.88.
- 2) THAT THE DATE OF FINAL PAYMENTS ON SAID NOTE AND MORTGAGE SHALL BE EXTENDED FROM SEPTEMBER 1, 2002 TO SEPTEMBER 1, 2009.
- 3) THAT THE INTEREST RATE AS OF SEPTEMBER 1, 2002 SHALL BE 5.75%.
- 4) THAT THE MONTHLY PAYMENT UNDER SAID NOTE COMMENCING ON OCTOBER 1, 2002 AND ON THE SAME DAY EACH MONTH THEREAFTER UNTIL SEPTEMBER 1, 2009 SHALL BE \$1,285.15 PER MONTH. ALL REMAINING UNPAID PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE ON SEPTEMBER 1, 2009
- 5) THAT, NOT WITHSTANDING THE FOREGOING PROVISIONS OR ANYTHING TO THE CONTRARY CONTAINED IN SAID NOTE AND MORTGAGE, IF THE PARTY OF THE SECOND PART SHALL BE IN DEFAULT FOR MORE THAN THIRTY DAYS IN MAKING PAYMENT OF ANY MONTHLY INSTALLMENTS, AS HEREIN PROVIDED THEN AFTER SUCH DEFAULT HAS OCCURRED, THE PARTY OF THE FIRST PART MAY DECLARE THE BALANCE THEN UNPAID ON

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- SAID MORTGAGE DUE AND PAYABLE FORTHWITH, AND MAY FORECLOSE SAID MORTGAGE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS THEREOF.
- 6) THAT THE TERMS, CONDITIONS AND PROVISIONS, OF SAID NOTE AND MORTGAGE ARE HEREBY RATIFIED AND CONFIRMED IN ALL RESPECTS, MATTERS AND THINGS EXCEPT WHEREIN THE SAME ARE MODIFIED BY THIS INSTRUMENT AND ANY ADDENDUM ATTACHED HERETO.
 - 7) THAT THIS AGREEMENT SHALL NOT CREATE ANY MERGER OR ALTER OR PREJUDICE THE RIGHTS AND PRIORITIES OF THE PARTY OF THE FIRST PART, ITS SUCCESSORS AND ASSIGNS, AND IF SO CONSTRUED, THEN, IN SUCH EVENT, THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT.
 - 8) THIS AGREEMENT SHALL BE BINDING UPON THE SUCCESSORS, HEIR, ADMINISTRATORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS CAUSED THIS INSTRUMENT TO BE EXECUTED FOR AND ON ITS BEHALF BY ITS VICE PRESIDENT AND VICE PRESIDENT AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THE 1ST DAY OF SEPTEMBER, 2002 AND THE PARTY OF THE SECOND PART HAS SIGNED THIS AGREEMENT THIS 1ST DAY OF SEPTEMBER, 2002.

FIRST PARTY
 BY: [Signature]
 FRANK J. WOOLEY, PRESIDENT

SECOND PARTY
[Signature]
 KAREN GIACOMINO

ATTEST:
 BY: [Signature]
 JOSEPH A. CONFORTI, VICE PRESIDENT

PREPARED BY: OSWEGO COMMUNITY BANK, P.O. BOX 1070, OSWEGO, ILLINOIS 60543

STATE OF ILLINOIS)
 COUNTY OF KENDALL) SS.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CERTIFY THAT **KAREN GIACOMINO** PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE INSTRUMENT AS HIS/HER/THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 1ST DAY OF **SEPTEMBER**, 2002.

MY COMMISSION EXPIRES: 9/20/2004

[Signature]
 NOTARY PUBLIC

