

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 08/19/2003 02:35 PM Pg: 1 of 4

## LOAN MODIFICATION EXTENSION AGREEMENT

APRIL 1, 2003

Loan Number 6105751100

JOHN COLDEA, MARRIED TO RODICA COLDEA  
OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, PARTY OF THE  
First Part, and DEVON BANK, an Illinois Banking Corporation,  
organized and existing under the laws of the State of Illinois.

### W I T N E S S E T H

WHEREAS, JOHN COLDEA, MARRIED TO RODICA COLDEA  
heretofore executed AND delivered a certain MORTGAGE dated MARCH  
4, 1998 and recorded with the Cook County Recorder of Deeds as  
Document No. 98182059 and registered with the Cook County Recorder  
of Deeds as Document No. 98182059, conveying to DEVON BANK, an  
Illinois Banking Corporation, as Trustee, a certain premises in  
said MORTGAGE particularly described:

LEGAL DESCRIPTION: PARCEL 1: UNIT NO. 2841-2 IN BLANCA PLACE  
CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED  
REAL ESTATE: LOT 1 IN BLOCK 5 IN DEVON AVENUE ADDITION TO ROGERS  
PARK, BEING A SUBDIVISION OF THE SOUTH EAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$   
OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN (EXCEPT THE WEST 15 ACRES THEREOF) IN COOK  
COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLANCA PLACE CONDOMINIUM  
RECORDED AS DOCUMENT 96-914324 AND AS AMENDED FROM TIME TO TIME  
TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON  
ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-3, A LIMITED COMMON  
ELEMENT AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT D TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR BLANCA PLACE CONDOMINIUM  
RECORDED AS DOCUMENT 96-914324 AND AS AMENDED.

Property Commonly Known as: 2841 W. ARTHUR, UNIT 2841-2, CHICAGO,  
ILLINOIS 60645

Permanent Index Number 10-36-326-045-1001

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**MORTGAGOR** also hereby grants to **MORTGAGEE**, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

As said **MORTGAGE** was given to secure payment of one certain principal promissory note of even date therewith for the principal sum of **SIXTY FIVE THOUSAND DOLLARS AND NO/100THS\*\*\*\*\* DOLLARS (\$65,000.00)** payable in monthly installments of **FOUR HUNDRED FIFTY FOUR DOLLARS AND 49/100'S\*\*\*\*\*(\$545.49)** Dollars each, the first of which was due and payable **MAY 1, 1998** and the remaining installments at monthly intervals thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the **FIRST** day of **APRIL 2003**, said monthly installments shall include interest at the rate of **SEVEN AND ONE HALF PERCENTAGE POINTS (7.500%)** per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note are applied first to interest on the unpaid principal balance and the remainder to principal; and

**WHEREAS**, the said **MORTGAGE** securing said principal promissory note is valid and subsisting lien on the premises described in said **MORTGAGE** for the principal sum of **SIXTY FIVE THOUSAND NO/100THS\*\*\*\*\*(\$65,000.00) DOLLARS** and

**WHEREAS**, **JOHN COLDEA, MARRIED TO RODICA COLDEA** is the present owners on the premises described in said **MORTGAGE**, and

**WHEREAS**, the party of the Second Part is the legal holder and owner of said principal note and has been requested to modify the terms of payment thereof so that the same shall become due and payable in monthly installments as hereinafter set forth, which it has consented to do, in consideration of the payment to be made as herein provided;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and agreements hereinafter made between the parties hereto, the said parties do hereby mutually promise and agree as follows, to wit:

That the terms of payment set forth in the principal Promissory Note in the sum **SIXTY FIVE THOUSAND AND NO/100THS\*\*\*\*\*(\$65,000.00)** and in the **MORTGAGE** securing the same, are hereby **modified** and **amended** so that the remainder of the unpaid principal balance of said Promissory Note secured by said Trust Deed shall become due payable as follows, to wit: **THREE HUNDRED TWENTY NINE DOLLARS AND 01/100THS\*\*\*\*\*(\$329.01)**

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STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK      )

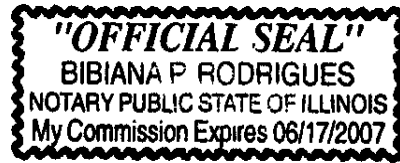
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

JOHN COLDEA, MARRIED TO RODICA COLDEA

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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19<sup>th</sup> day of AUGUST, 20 03

1/s Bibiana P. Rodrigues

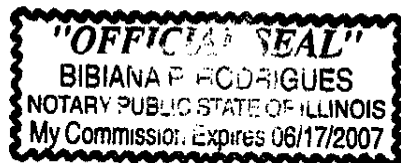


STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK      )

I, the undersigned, a notary Public in and for said County, in the State aforesaid, do hereby certify that MARY HOWARD and STANMEGAN YOUNGHNA of said Corporation who personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as ASST. VICE PRESIDENT and PERSONAL BANKING REP, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act of said Corporation, for the uses and purpose therein set forth; and the said ASST. Vice President then and there acknowledged that as custodian of the Corporate Seal of said Corporation, 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 Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

1/s Bibiana P. Rodrigues  
NOTARY PUBLIC



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DOLLARS beginning on the First day of APRIL, 2003 AND THREE HUNDRED TWENTY NINE DOLLARS AND 01/100THS\*\*\*\*\*(\$329.01)DOLLARS each and every month thereafter until the Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the FIRST day of JULY, 2013, said monthly installments shall include interest at a rate of FIVE AND ONE QUARTER PERCENTAGE POINTS (5.250%) percent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal balance due as of this date being FIFTY NINE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS AND 69/100THS\*\*\*\*\*(\$59,581.69) DOLLARS.

AND the said parties hereby further mutually agree that all of the other provisions and covenants in said principal note and in the said MORTGAGE contained, except as herein specifically modified and amended shall remain in full force and effect.

IN WITNESS WHEREOF, the said Parties of the First Part, JOHN COLDEA, MARRIED TO RODICA COLDEA have affixed their hands and seals the day and year first above written, and the said Party of the Second Part, DEVON BANK, has caused this instrument to be signed in its corporate name by its Assistant Vice President and its corporate seal to be affixed and attested by its Assistant Vice President as of the date and year first above written.

/s/ John Coldea  
JOHN COLDEA

/s/ Rodica Coldea  
RODICA COLDEA

By: Mary E. Howard  
Mary E. Howard  
Assistant Vice President

C O R P O R A T E  
S E A L

Attest By: Personal Bankers Rep.  
ITS: Personal Bankers Rep.

DeWitt County Clerk's Office