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# UNOFFICIAL COPY

## LINE OF CREDIT LOAN MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement ("Agreement") dated as of MAY 29, 2004 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and DANIEL A WITT AND NANCY L. WITT, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of TWENTY-FIVE THOUSAND Dollars (\$25,000). Mortgagor's obligation to repay said loan is evidenced by a promissory note date MAY 28, 1999 ("Note") and is secured by a mortgage ("Mortgage") dated MAY 28, 1999 and recorded 06/09/1999 in the Recorder's Office of COOK County Illinois as Document No. 99552464 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as

THE WEST 112 FEET OF THE EAST 448 FEET OF LOT 20 IN F.H. BARTLETT'S PALOS HILLS FIRST ADDITION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N#23-11-105-010

Which has the address of 8740 W. 97<sup>TH</sup> ST. PALOS HILLS, IL 60465

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

Mortgagor has asked Mortgagee to extend the maturity date of the Note and Mortgage and Mortgagee is willing to extend the maturity date of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining, from time to time outstanding shall hereafter bear interest at the rate of PRIME MINUS 1/4% (.25%) percent per annum.
2. Commencing JULY 15, 2004 and on the 15<sup>th</sup> day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of interest only.
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on JUNE 15, 2009 (the "Maturity Date").
4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.
5. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

Doc#: 0418435232  
Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 07/02/2004 11:34 AM Pg: 1 of 2

### MAIL TO:

Prepared by:  
A.J. Smith Federal Savings Bank  
Loan #020-9115124

14757 S. Cicero Ave  
Midlothian, IL 60445

2497  
BOX 333-CTI

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

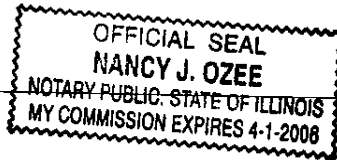
Daniel A. Witt  
 DANIEL A. WITT

Nancy L. Witt  
 NANCY L. WITT

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that DANIEL A. WITT AND NANCY L. WITT, HIS WIFE personally known to me to be the same person (s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.



Nancy J. Ozee

My Commission Expires: 4.1.06

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

A.J. SMITH FEDERAL SAVINGS BANK

BY: Donna J. Manuel VP

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, DONNA J. MANUEL, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

Linda R. Gough

My Commission Expires:

