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LINE OF CREDIT

LOAN MODIFICATION AND EXTENSION AGREEMENT

Doc#: 0420433180
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 07/22/2004 11:13 AM Pg: 1 of 2

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This is a Loan Modification and Extension Agreement ("Agreement") dated as of JUNE 28, 2004 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and GEORGE G. ZEMANEK AND ANN P. ZEMANEK, 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 JULY 17, 1999 ("Note") and is secured by a mortgage ("Mortgage") dated JULY 17, 1999 and recorded 07/28/1999 in the Recorder's Office of COOK County Illinois as Document No. 99718844 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as:

LOT 86 IN WARFEN J. PETERS' 3RD ADDITION TO EL MORRO SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 60 ACRES OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N#28-17-409-027

Which has the address of 5829 Stuart Ln, Oak Forest, IL 60452

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 ¼% (.25%) percent per annum.
2. Commencing AUGUST 15, 2004 and on the 15th 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 JULY 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.

MAIL TO:

Prepared by:
A.J. Smith Federal Savings Bank
Loan #020-9115386

14757 S. Cicero Ave.
Midlothian, IL 60445

EJ

BOX 333-CTI

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

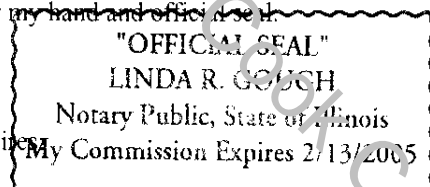

GEORGE G. ZEMANEK

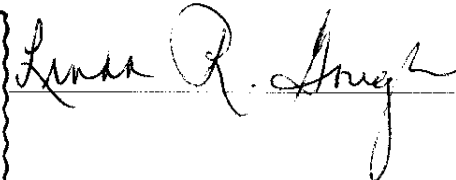

ANN P. ZEMANEK

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that GEORGE G. ZEMANEK AND ANN P. ZEMANEK, 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.

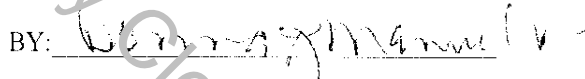




My Commission Expires:

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

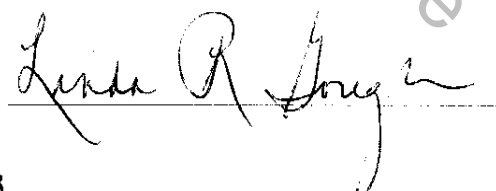
A.J. SMITH FEDERAL SAVINGS BANK

BY: 

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.



My Commission Expires:

