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*This Document Prepared By
And*

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Doc#: 0501803051
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/18/2005 11:15 AM Pg: 1 of 5

For Recorder's Use Only

1 of 1

BOX 158

MODIFICATION AND EXTENSION AGREEMENT

THIS MODIFICATION AND EXTENSION AGREEMENT made as of the 21 day of December, 2004, by and between ALBERT CUELLER, III and SHARON LATREILLE CUELLER, MARRIED ("Borrower") and HERITAGE COMMUNITY BANK, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, on or about July 11, 2002, Lender made a loan ("Loan") to the Borrower in the amount of TWO HUNDRED THIRTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$230,100.00);

WHEREAS, the Loan is evidenced and secured by the following instruments ("Loan Instruments"):

1. Note dated July 11, 2002, made by Borrower payable to Lender in the amount of TWO HUNDRED THIRTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$230,100.00) ("Note"); and
2. Mortgage from Borrower to Lender covering the property commonly known as 918 Burns Avenue, Flossmoor, Illinois 60422, legally described in Exhibit "A" attached hereto ("Property"), and recorded in the Cook County Recorder's Office, Cook County, Illinois on July 17, 2002 as Document No. 0020780614 ("Mortgage").

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WHEREAS, default has occurred and exists under the terms of the Note in that Borrower has failed to pay the August, 2004 through December, 2004 installment payments totaling SIX THOUSAND FOUR HUNDRED SIXTY TWO AND 82/100 DOLLARS (\$6,462.82); and

WHEREAS, Lender has agreed to capitalize the past due installments to the principal balance due on the Loan and extend the maturity date of the loan by five (5) months; and

WHEREAS, as of December 10, 2004, there is a principal balance due on the Loan in the amount of TWO HUNDRED THIRTY THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 36/100 DOLLARS (\$230,875.36), with interest accruing thereafter at the rate of FORTY TWO AND 22/100 DOLLARS (\$42.22) per day; and

WHEREAS, Lender and Borrower have agreed to modify the Loan Instruments so as to extend the Maturity Date of the Loan and increase the principal balance due on the Loan as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Modification of Loan Instruments**. Subject to the terms and provisions herein contained and the corresponding provisions of the Loan Instruments, the Loan Instruments are hereby modified and amended, effective as of the date hereof, so as to provided as follows:

(a) As of January 1, 2005, the principal balance due on the Loan shall be increased by the sum of SIX THOUSAND FOUR HUNDRED SIXTY TWO AND 82/100 DOLLARS (\$6,462.82), with interest accruing thereon at the interest rate as set forth in the Note.

(b) The maturity date of the Loan is hereby extended to January 1, 2033.

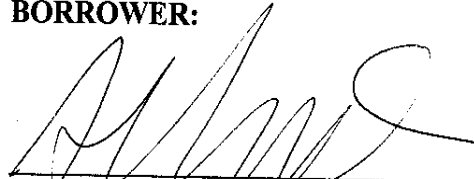
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2. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments, and Borrower agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

3. **Attorneys' Fees and Costs.** Borrower shall pay any and all attorneys' fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Modification and Extension Agreement, including recording and title charges.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

BORROWER:



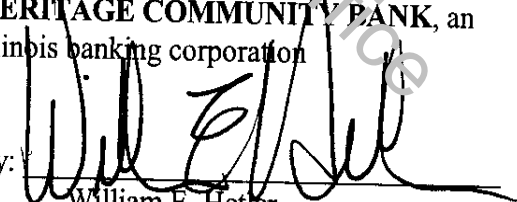
ALBERT CUELLER, III



SHARON LATREILLE CUELLER

IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

HERITAGE COMMUNITY BANK, an Illinois banking corporation

By: 

William E. Hetler
Senior Vice President

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EXHIBIT A

THE PROPERTY

LOT 6 AND THAT PART OF LOT 7, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 7 TO THE WEST LINE OF BURN'S AVENUE; THENCE SOUTH ALONG THE EAST LINE OF LOT 7, A DISTANCE OF 60 FEET; THENCE NORTH WEST TO THE POINT OF BEGINNING, ALL IN BLOCK 4 IN THE SUBDIVISION OF 91.76 ACRES OF THE SOUTH EAST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 918 Burns Avenue
Flossmoor, Illinois 60422

Parcel ID Number: 31-01-412-018

Property of Cook County Clerk's Office

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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 **ALBERT CUELLER, III** and **SHARON LATREILLE CUELLER**, personally appeared before me this day and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of December, 2004.



Josette M. DiGangi
NOTARY PUBLIC

My Commission Expires:

03/29/08

Cook County Clerk's Office