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Doc#: 0506726063
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 03/08/2005 11:35 AM Pg: 1 of 3

MCDIFICATION AGREEMENT AND EXTENSION AGREEMENT LOAN NUMBER: 88-1000864

REI TITLE SERVICES # RI197548

This agreement, made this the 10th Day of FEBRUARY 2005, by and between the Mortgagee, NORTH FEDERAL SAVINGS BANK, party of the first part, owner of the mortgage hereinafter described, and the Mortgagor(s) SCOTT KINDYBALYK, DIVORCED representing himself to be the owner(s) of the real estate hereinafter and in said mortgage described:

LOTS 71 AND 72 IN ELMORE'S FOREST VIEW BEING A SUBDIVISION OF BLOCK 16 AND OF PART OF BLOCK 9 IN HAMILTON'S SUBDIVISION OF LOT 1 IN CALDWELL'S RESUBDIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

5859 N. KIRBY

CHICAGO, IL 60646

PERMANENT TAX ID NO.:

13-03-320-014 & 015

WITNESSETH:

WHEREAS, the Mortgagee(s) heretofore executed a certain mortgage dated DECEMBER 24,2001 and recorded DECEMBER 31, 2001 in the recorder's office of COOK County, Illinois as Document Number 0011242328 conveying to NORTH FEDERAL SAVINGS BANK, as mortgagee certain premises in said mortgage particularly described and which said mortgage was given to secure the payment of one certain promissory note dated DECEMBER 24, 2001 in the amount of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00).

WHEREAS, their now is a credit limit available up to the maximum amount of TWO HUNDRED FORTY THOUSAND SIX HUNDRED AND NO/100 (\$240,600.00) secured by the mortgage indebtedness.

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WHEREAS, the maturity date for the above referenced mortgage is hereby extended to the 15TH Day of FEBRUARY 2012.

AND NOW THEREFORE, it is hereby agreed that said mortgage and supplement thereto, and any obligation or obligations secured thereby, be and the same are hereby modified, altered and amended in a manner so that borrower, hereby agrees to pay NORTH FEDERAL SAVINGS BANK, its successors and assigns, the amount remaining unpaid on said mortgage indebtedness of TWO HUNDRED FORTY THOUSAND SIX HUNDRED AND NO/100 (\$240,600.00), with interest calculated at the rate of PRIME MINUS 0.25% as the rate is hereby modified to by this modification agreement dated FEBRUARY 10, 2005 (as it is published in the Wall Street Journal monthly) for the remaining term of the loan as hereby extended to the 15^{T-1} Day of FEBRUARY 2012. Payments are due on the 1st day of every month until the whole of said indebted ess, including interest, shall have been paid except that if not sooner paid, the final payment of principal and interest shall be due and payable on the 15TH Day of FEBRUARY 2012.

IN TESTIMONY WHEREOF, the parties hereunto have signed, sealed and delivered the indenture on the day and year first written above.

SCOTT KINDYBALVK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THE ABOVE INDIVIDUAL(S) are/is personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal, this the 10TH Day of FEBRUARY 2005.

NOTARY PUBLIC

My Commission Expires:

"OFFICIAL SEAL"
SUSAN L. RODRIGUEZ
Notary Public, State of Illinois
My Commission Expires 6-08-2005

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NORTH FEDERAL SAVINGS BANK

VICTOR E. CAPUZO, EXECUTIVE VICE PRESIDENT

MARKA METZGEPAVICE PRESIDENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, SUSAN L. RODRIGUEZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT VICTOR E. CAPUTO, is personally known to me to be the EXECUTIVE VICE PRESIDENT of NORTH FEDERAL SAVINGS BANK, and MARK F. METZGER, is personally known to me to be the VICE PRESIDENT said Corporation, and 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 severely acknowledge that such EXECUTIVE VICE PRESIDENT and VICE PRESIDENT signed and delivered the said instrument as EXECUTIVE VICE PRESIDENT and VICE PRESIDENT of said Corporation, and caused the corporation seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as their free and voluntary act and deed of said corporation, the uses and purposes therein set forth.

Given under my hand and notarized this the 10TH Day of FEBRUARY 2005.

NOTARY PUBLIC:

My Commission Expires:

This Document was prepared by:

Mark F. Metzger

North Federal Savings Bank

100 W. North Ave.

Chicago, IL 60610

"OFFICIAL SEAL" SUSAN L. RODRIGUEZ

Notary Public, State of Illinois My Commission Expires 6-08-200

After recording return document to: North Federal Savings Bank 100 W. North Ave. Chicago, IL 60610