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Prepared by Prepared Elorence L Robinson

MAIL TO:

Doc#: 0603903094 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 02/08/2006 02:52 PM Pg: 1 of 3

Peotone Bank & Trust Co. 200 W. Corning Avenue Peotone, IL 60468

MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this 17th day of January, A.D., 2006 between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and Sean P. Doyle and Megan M Doyle, husband and wife, of the County of Cook, and State of Illinois, party of the second part witnesseth:

WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated June 6, 2005, made, executed and delivered by the said party of the second part, due and payable on March 15, 2006, and secured by a Mortgage dated June 6, 2005, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0521535050 and,

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note an unpaid principal balance of **Three Hundred and Forty Thousand and 00/100 Dollars (\$340,000.00)** and desires a principal increase of Fifty Thousand and 00/100 Dollars (\$50,000.00) for a total principal amount of Three Hundred and Ninety Thousand and 00/100 Dollars (390,000.00).

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has agreed to such an extension of time of payment.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made, and the sum of Ten and 00/100 (\$10.00) Dollars in rand paid by the party of the second part, it is hereby covenanted and agreed by and between the parties as follows:

- 1. Time for payment of said principal note is hereby extended as hereinafter provided.
- 2. Borrower's payment schedule consists of, three monthly consecutive payments, beginning February 15, 2006, with interest calculate on the unpaid principal balance at an interest rate of 7.25% per annum; and one payment of all unpaid principal plus interest due on April 15, 2006.

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- 3. Late charges are to be 5% of the late payment or \$10.00, whichever is greater, after 10 days of the scheduled payment.
- 4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 0521535050** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage heretofore executed by them and recorded in said Recorder's office as **Document No.** 0521535050.

This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Sr. Vice President and attested by its Assistant Trust Officer and the party of the second part has hereunto set her hand and seal the day and year first above written.

PEOTONE BANK AND TRUST COMPANY

PEOTONE, ILLANOIS

Attest:

G. Duane Carder, Sr. Vice President

d. Bughe Carder, Br. vice i resident

Joyce F. Werner, Asst. Trust Officer

Sean P. Doyle

Meagan M. Doyle

... See Legal Description on Exhibit "A" attached...

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Exhibit "A"

LOT 2 IN FRANK M. GIEREK'S REGINA OAK WOODS, A SUBDIVISION OF THE WEST 20 RODS OF THE EAST 50 RODS OF THE NORTH 80 RODS OF THE EAST ½ OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE PIN: 24-30-407-002 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.