# **UNOFFICIAL COPY**

\*Prepared by Florence L. Robinson MAIL TO: Peotone Bank & Trust Co. 200 W. Corning Avenue Peotone, IL 60468



Doc#: 0604003000 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/09/2006 09:55 AM Pg: 1 of 3

#### **MODIFICATION & EXTENTION AGREEMENT**

AGREEMENT made this 29th day of December, A.D., 2005 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 Richard C. Gordon, II and Catherine Gordon, of the village of Floosmoor, County of Cook, and State of Illinois, arty of the second part witnesseth:

WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated September 29, 2005, made, executed and delivered by the said party of the second part, due and payable on December 29, 2005, and secured by a Mortgage dated September 29, 2005, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0531247136

WHEREAS, it is agreed by said pricty of the second part that there is now due and owing on said note an unpaid principal plus interest balance of Four Hundred and Sixty Two Thousand and 00/100 Dollars (\$462,00%.09), and desire a principal increase of \$7,500.00 for a total principal of \$469,500.00.

WHEREAS, the party of the second part desires in 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 hand 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 SAID UNPAID PRINCIPAL BALANCE OF \$469,500.00 TOGETHER WITH INTEREST AT 7.25% SHALL BE PAYABLE AT MATURITY WHICH IS APRIL 28, 2006.
- 3. Late charges are to be 5% of the late payment or \$10.00, whichever is greater, after 10 days of the scheduled payment.

AND SU

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4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 0531247136** 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 **Pocument No. 0531247136.** 

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 Concer 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, ILLINOIS

By:
G. Duane Carder, Sr. Vice President

Attest:
Joyce E. Werner, Asst. Trust Officer

Catherine Gordon

Richard C. Gordon

....See Legal Description Attached....

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#### Legal Description:

LOT 7 IN B1 OCK 11 IN FLOSSMOOR PARK A SUBDIVISION IN THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 35, NORTH , RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2114 Hagen Lane, Flossmoor, IL 60422. The Real Property tax identification number is 32-06-317-008-0000.