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Doc#: 0619222039 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/11/2006 12:01 PM Pg: 1 of 5

Prepared by Florence L Robinson

MAIL TO:

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



Loan No. 710900

MODIFICATION AGREEMENT

AGREEMENT made this 28th day of April, 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 **Richard C. Gordon II, and Catherine Gordon, husband and wife**, of the village of Flossmoor, 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 **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(s) dated **September 29, 2005** therewith recorded in the Recorder's Office in Cook County, Illinois, as **Document No. 0531247136**, previously modified on **December 29, 2005** as **Document No. 0604003000** 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 **Four Hundred and Sixty Nine Thousand Four Hundred and Thirty Six 19/100 Dollars (\$469,436.19)**.

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 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. Borrower's payment schedule consists of 3 monthly consecutive payments, beginning May 28, 2006 with interest calculated on the unpaid principal balances at an interest rate of 7.99% per annum. A final payment of all unpaid principal plus interest due on August 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.

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4. That the aforesaid payments and interest shall be secured by the **Mortgage** recorded as **Document No. 0531247136** with **Cook County Recorder** 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.

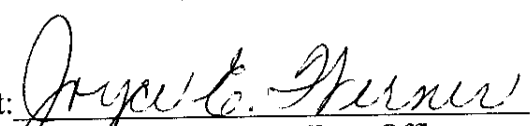
It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage(s) heretofore executed by them and recorded in said Recorder's office as **Document No. 0531247136**.

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 Officer and the party of the second part has hereunto set her hand and seal the day and year first above written.

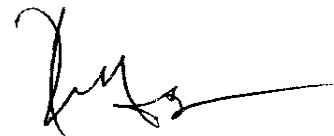
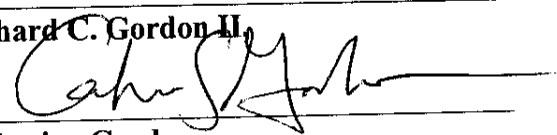
**PEOTONE BANK AND TRUST COMPANY
PEOTONE, ILLINOIS**

By: 
G. Duane Carder, Sr. Vice President

Attest: 
Joyce E. Werner, Asst. Trust Officer

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:


Richard C. Gordon II,

Catherine Gordon,

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Legal Description:

LOT 7 IN BLOCK 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.

Property of Cook County Clerk's Office

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INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

On this day before me, the undersigned Notary Public, personally appeared **Richard C. Gordon II, and Catherine Gordon** known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of April, 2006.

By *[Signature]* Residing at 200 W. Cornings Ave
Proton, IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-06



LENDER ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

On this 28th day of April, 2006 before me, the undersigned Notary Public, personally appeared **G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer** known to me to be, authorized agents for the Lender that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he and she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said leader.

Given under my hand and official seal this 28th day of April, 2006.

By *[Signature]* Residing at 200 W. Cornings Ave
Proton, IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-06



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