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

Doc#: 0629957011 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2006 07:25 AM Pg: 1 of 4

Loan No. 710900

### **MODIFICATION & EXTENTION AGREEMENT**

AGREEMENT made this 28th day of August, 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 dated September 29, 2005 therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0531247136, and previously modified on December 29, 2005 recorded as Document No. 0604003000 and, on April 28, 2006 and recorded as Document No. 0619222039, 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 19/10° Dollars (\$469,436.19), and said second party desires and increase of Fourteen Thousand Five Hundred and Sixty Three 81/100 Dollars (\$14,563.81) for a total principal amount of Four Hundred and Eighty Four Thousand 00/100 Dollars (\$484,000.00).

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 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 September 28, 2006, with interest calculated on the unpaid principal balance at an interest rate of 8.50% per annum; and one payment of all unpaid principal plus interest due on December 28, 2006.

SUSP SMY CE

## **UNOFFICIAL COPY**

- 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. 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 **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 ag eement to be signed by its Sr. Vice President and attested by its Assistant Trust Officer and he 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

Bv:

G. Dane Carder, Sr. Vice President

Attest\

Avcel Werner Asst Trust Officer

Richard C. Gordon II,

Catherine Gordon.

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

0629957011 Page: 3 of 4

# **UNOFFICIAL COPY**

## INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF Illimus
At.
COUNTY OF COULT
On this day before me, the undersigned Notary Public, personally appeared <b>Richard C</b> . <b>Gordon and Catherine Gordon</b> , 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 <u>IP</u> day of <u>Quanters</u> , 20 <u>Cb</u> .
By Show Lee Let De Residing at 200 W. Carrie, One feature, by
Notary Public in and for the State Of Sellon FLORENCE LETE ROBINSON NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires /a-10-06
LENDER ACKNOWLFDGEMENT
STATE OF
COUNTY OF Wile
On this day of Cuyust, 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 render 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 Muyust, 2006.
By the Residing at 300 W Corning One Notary Public in and for the State Of Alloward OFFICIAL SEAL
Notary Public in and for the State Of Selfican Protection of the State Of Selfican Protection of the State Of Selfican Selficant Selfica
My Commission Expires / 2 - / 0 0 0 My Commission Expires 12-10-6

0629957011 Page: 4 of 4

# **UNOFFICIAL COPY**

Exhibit "A"

#### Legal Description:

Lot 7 ln Block 11 In Flossmoor Park A Subdivision In The West ½ Of The Southwest ¼ Of The Southwest ¼ Of Section 6, Township 35, North, Range 14 East Of The Third Principal Meridian, 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.