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Doc#: 0708808074 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 03/29/2007 03:42 PM Pg: 1 of 4

Prepared by & MAIL TO: Sheila Langenfeld Peotone Bank & Trust Co. 200 W. Corning Avenue Peotone, IL 60468

1400056670

#### **MODIFICATION & EXTENSION AGREEMENT**

AGREENT made this 1st day of February, A.D., 2007 between Peotone Bank and Trust Company, a barking corporation, organized and existing under the laws of the State of Illinois, party of the first part and Ronald Hepworth (Deceased) and Patricia Hepworth, 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 January 9, 7004, made, executed and delivered by the said party of the second part, due and payable on February 1, 2007, and secured by a Mortgage dated January 9, 2004, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0402047063, an Assignment of Rents dated January 9, 2004 therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0402047064, 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 One Handred Sixty Four Thousand Eight Hundred Thirty Eight and 84/100 Dollars (\$164,838.84) and,

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 routeal 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 One Hundred Sixty Four Thousand Eight Hundred Thirty Eight and 84/100 (\$164,838.84) Dollars together with interest at Eight and Three Quarters per cent (8.75%) from February 1, 2007 shall be payable in monthly installments as follows: Thirty Five payments of \$1,342.37 beginning on March 1, 2007, and One payment of \$161.127.82 plus interest on February 1, 2010, with interest calculated on the unpaid principal balances at an interest rate of 8.75% per annum.

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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. 0402047063** 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 neretofore executed by them and recorded in said Recorder's office as **Document No. 0402047063.** 

This agreemant 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 WHERECE, 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.

øyce H. Werner, Asst. Trust Officer

Ronald Hepworth (Deceased)

Patricia Hepworth

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

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### LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS) County of Will

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT G. Duane Carder, Sr. Vice President and Joyce E. Werner, Assistant Trust Officer 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 acknowledged that they signed, sealed and derivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my need and notarial seal, this \_\_\_\_\_\_ day of FERUARY , 2007. Sheila Langenfeld, Notary Public NOTARY PUBLIC - STATE OF ILLINOIS (Seal) My commission expires on October 1, 2008.

#### BORROWER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS) County of Will

I, the undersigned, a Notary Public in and for said County, in the Stars aforesaid, DO HEREBY CERTIFY THAT Patricia Hepworth, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me his day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth, including the release and v aiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of FEBRUARY

Sheila Langenfeld, Notary Public

NOTARY PUBLIC - STATE OF ILLINOIS

(Seal)

My commission expires on October 1, 2008.

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#### Exhibit "A"

THE WESTERLY 111 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH LINE OF THE SOUTH 20 ACRES OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 11, IN COOK COUNTY, ILLINOIS.

Common Address: 3648 W. 198th Street, Flossmoor, IL 60422

PIN: 31-11-303-003-006-0000

W. . -0000
TO COOK COUNTY CLEARLY SOFFICE