



Doc#: 0725609049 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/13/2007 01:18 PM Pg: 1 of 5

Record and Return to:
Omni National Bank
Six Concourse Parkway.
Suite 2300
Atlanta, Georgia 30328

Document # 0626931064
Cook County Recorder of Deeds
Recorded September 26, 2006

MODIFICATION AGREEMENT

STATE OF ILLINOIS
COUNTY OF COOK

THIS MODIFICATION AGREEMENT is made and entered into this 28th day of August, 2007 by and between **Omni National Bank**, a National Banking Association, whose address is Six Concourse Parkway, Suite 2300, Atlanta, Georgia 30328 (hereinafter referred to as "Lender") and Kevin Copenhagen, whose address is 727 N. Harding Ave, Chicago, IL. 60624 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to the Lender a Promissory Note in the original principal amount of One Hundred Ninety Nine Thousand Dollars (\$199,900.00) dated September 25, 2006 with an October 5, 2007 maturity date; and

WHEREAS, Borrower executed and delivered to the Lender a Mortgage dated September 26, 2006 securing the property known as 727 N. Harding Ave, Chicago, IL 60624 recorded in the Cook County Recorder of Deeds as Document 0626931064; and

WHEREAS, the parties have agreed to modify the terms and conditions of the Promissory Note and the Mortgage in accordance with the terms and conditions as hereinafter set forth:

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties hereto agree to be legally bound as follows:

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PROMISSORY NOTE

1. Borrower agrees that the unpaid principal balance of said indebtedness as of the date hereof is **\$199,000**, exclusive of any late fees and/or accrued interest.
2. Lender agrees to extend \$12,000 additional to borrower's loan, to be available via the construction escrow. The new principal will be Two Hundred Eleven Thousand Dollars (**\$211,000**).
3. **The interest rate is 12.99% fixed and will change to 11.99% fixed.**
4. The final payment of the entire indebtedness evidenced by said Note, plus any additional costs outstanding on said loan, if not sooner paid, shall be due and payable on April 5, 2008. If on April 5, 2008, Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."
5. Due to increase of principal of \$12,000 and reduction of the interest rate, the new payment will be \$2,108.24.
6. The Mortgage will be amended and modified by **changing the maturity date to April 5, 2008.**
7. In exchange for this modification, the borrower agrees to pay a modification fee of \$500 payable at payoff.

MORTGAGE

The Mortgage will be amended and modified by **increasing principal by \$12,000 to \$211,000 and payment increasing to \$2,108.24.** The Mortgage will be amended and modified by **changing the maturity date to April 5, 2008.**

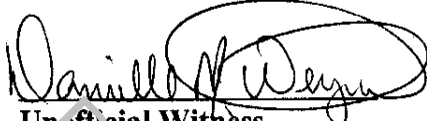
The Promissory Note, Mortgage and other loan documents are hereby modified to reflect the above changes. All other terms, conditions and warranties contained within the Promissory Note, Mortgage and other documents executed in connection therewith shall remain in full force and effect in exact accordance with the terms thereof, except where herein modified.

The parties acknowledge and agree that this shall not constitute a novation of the obligations and liabilities of any of the documents executed in connection therewith or a release of any collateral or security therefore or a waiver of any rights or remedies of the Lender there under, such rights being specifically reserved by the Lender. Borrower hereby ratifies, confirms and acknowledges each warranty and obligation of the Borrower contained in the Promissory Note, Mortgage and other documents, and in consideration of the changes by the Lender, Borrower both for himself and his heirs, representatives and assigns, waives any defenses that he may have, whether known or unknown, to the enforcement by the Lender of all obligations of the Borrower contained in all the documents now in force or executed simultaneously herewith.

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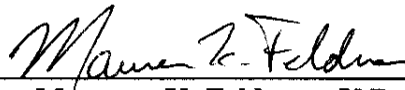
IN WITNESS WHEREOF, Lender and Borrower have signed and sealed this Agreement as of the day and year first written above.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

LENDER:

Omni National Bank

 [Seal]
By: Maureen K. Feldman, V.P
Its: Loan Officer

BORROWER:

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Kevin Copenhagen

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LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

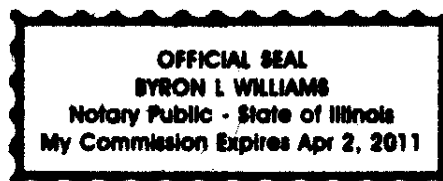
COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 28 day of August, 2007 by Maurice Feldman, who stated that he did execute such Agreement by authority and on behalf of Omni National Bank.

Sworn and subscribed before me this 28th day of August, 2007

Byron L. Williams

Notary Public
(Affix Seal)



BORROWER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

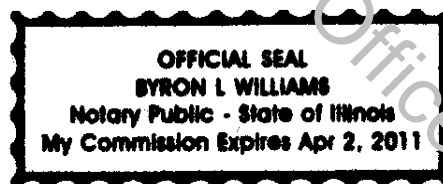
COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 28th day of August, 2007 by Kevin S. Copenhagen, who stated that he did execute such Modification Agreement.

Sworn and subscribed before me this 28th day of August, 2007

Byron L. Williams

Notary Public
(Affix Seal)



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727 N. Harding Ave.
Chicago, IL 60624
Kevin Copenhagen

EXHIBIT A

LEGAL DESCRIPTION

LOT 18 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCK 3 OF HARDING'S
SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 11,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-11-101-018-0000

Property of Cook County Clerk's Office