UNOFFICIAL COPY

This document was prepared by and please return to:

> Cissna Park State Bank 102 S. Second St. P.O. Box 36 Cissna Park, IL 60925



Doc#: 0728044040 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/17/2007 12:19 PM Pg: 1 of 4

MORTGAGE EXTENSION AGREEMENT

THIS AND ENTURE, made this September 16, 2007 by and between Cissna Park State Bank, an Illinois Banking Corporation, hereinafter called "Bank", and the Owner of the mortgage hereinafter described, SARA E. SUMNER JOHN SUMNER MAJER Single persons.

of 1617 N. HOYNE, CHICAGO, IL 60647 , representing themselves to be the owner of the real estate hereinafter described as ("Owner") WITNESSETH:

The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of said Owners, dated September 15, 1997 , in the original \$ 342,000.00 secured by a mortgage dated September 15, 1997 principal amount of recorded in the office of the Recorder of the County of Cook , in the State of Illinois as Document # 97723123 on September 30, 1997 and an Extension Agreement dated September 16, 2002, and recorded as Document 0021053144 on September 25, 2002,

mortgaging the property described as:

JANA CE The South 53 feet of the East 167 feet of Block 1 in Ben J. Jacobs Subdivision of Block 2 in Johnston's Subdivision of the East half of the Southeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illancis.

to the Cissna Park State Bank, Cissna Park, Illinois, as Mortgagee, to secure the payment of said promissory note due in full on September 16, 2007

- 2. The principal balance remaining unpaid on the indebtedness is \$ 176,599.88 as of September 16, 2007
- 3. Said remaining indebtedness of \$ 176,599.88 shall be paid in MONTHLY payments 2.153.53 , including principal and interest, beginning on ,and October 16, 2007 continuing on the same day of each month thereafter until September 16, 2012 when the entire balance, both principal and interest, shall be payable in full. Interest on the unpaid balance from time to time due and owing shall accrue at the rate of Eight Percent (8.00%) per annum. All payments shall, however, be applied first as to accrued interest and the balance of such payment, if any, shall reduce the principal balance due.

0726044040 Page: 2 of 4

UNOFFICIAL COPY

Owner may prepay any amount at any time without penalty.

Owner in consideration of such extension, promises and agrees to pay the sum secured by said security documents as hereby extended, and to pay interest thereon as stated above, and to pay interest only in the coin or currency provided for in the note and security documents herein- above described, but if that cannot be done legally, thence in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in the value of such legal tender in other United States currency, at the Cissna Park State Bank, Cissna Park, Illinois 60924.

- 4. If any part of said indebtedness or interest thereon is not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of Owner shall continue for 30 days, the entire principal sum secured by said security documents, together with the then accrued interest thereon shall, without notice, at the option of the holder or holders of said note, become and be due and payable, in the same manner as if this extension has not been granted.
- 5. This agreement is supplementary to the note, hereby extended and all documents securing the same. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein shall remain in full force and effect as herein expressly modified.
- Except as provided in the preceding paragraph, upon Owner's breach of any covenant or 6. agreement of Owner in this mortgage, including the covenants to pay when due any sums secured by this mortgage, Bank prior to acceleration shall mail notice to Owner specifying: (1) the breach; (2) the action required to cure the breach; (3) a date, not less than 30 days from the date the notice is mailed to Owner, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform the Owner of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Owner to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Bank, at Bank's option, may declare all of the sums secured by this mortgage to be immediately due and payable without further notice or demand and may foreclose this mortgage by judicial proceeding. Bank shall be entitled to collect in such proceeding all expenses at foreclosure, including but not limited to reasonable attorney's fees, and cost of documentary evidence, abstracts and title reports.

Owner agrees to perform all the covenants of the grantor in said documents. The provisions of this indenture shall incur to the benefit of any holder of said note and shall bind the reirs, personal representatives, and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

55a

0726044040 Page: 3 of 4

UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed, and delivered this indenture the day and year's first above written.

SARA E. SUMNER TITLE: President X	BANK: CISSNA PARK STATE BANK	OWNER:
TITLE: President X	a mad	x Sarab Samue
TOM A. STOCK ATTEST: TITLE: Vice President STATE OF ILLINOIS COUNTY OF COUNTY OF COUNTY I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that SARA E. SUMNER and JOHN SUMMER MADER Single persons. , personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me thid day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.	JOHN CONRAD	SARA E. SUMNER
TOM A. STOCK ATTEST: TITLE: Vice President STATE OF ILLINOIS COUNTY OF SSS COUNTY OF COOK I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that SARA E. SUMNER and JOHN SUMNER MAJER, Single persons. I, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.	TITLE: President	
STATE OF ILLINOIS COUNTY OF SSS COUNTY OF SARA E. SUMNER and JOHN SUMMER MAJER Single persons. , personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.		X 2 2 7 JOHN SUMNER MAJER
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that SARA E. SUMNER and JOHN SUMMER MAJER, Single persons. , personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.	ATTEST: TITLE: Vice President	
Mary Public Notary Public		

Page 3 of 4

OFFICIAL SEAL
MARY C HOGAN
MOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/04/11

0726044040 Page: 4 of 4

UNOFFICIAL CO

STATE OF ILLINOIS) SS COUNTY OF IRQOUOIS)

I, the undersigned, a Notary Public for said County and State aforesaid, DO HEREBY CERTIFY President of the Cissna Park State Bank and TOM A. STOCK Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, of said Bank, for the uses and purposes therein set forth; and the said President as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said President 's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on 9-12-07

Prepared by and please Return to: Cissna Park State Bank **POB 36** Cissna Park, Il 60924

OFFICIAL SEAL SHIRLEY BRUENS Contion