



Doc#: 0726334148 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/20/2007 03:17 PM Pg: 1 of 5

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

Document # 0620840226
Cook County Recorder of Deeds

MODIFICATION AGREEMENT

STATE OF ILLINOIS
COUNTY OF COOK

THIS MODIFICATION AGREEMENT is made and entered into this 16th day of July, 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 Wadell Brooks, whose address is 651 E. 82nd St., Chicago, IL 60619 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to the Lender a Promissory Note in the original principal amount of OneHundred Forty Seven Thousand (\$147,000.00) dated June 30, 2006 with an July 5, 2007 maturity date; and

WHEREAS, Borrower executed and delivered to the Lender a Mortgage dated June 30, 2006 conveying the property known as 1015 W. 71st Street, Chicago, IL recorded in the Cook County Recorder of Deeds as Document 0620840226; 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:

UNOFFICIAL COPY

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

PROMISSORY NOTE

1. Borrower agrees that the unpaid principal balance of said indebtedness as of the date hereof is **\$147,000**, exclusive of any late fees and/or accrued interest.
2. **The interest rate is 14.5% fixed and will remain 14.5% fixed.**
3. 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 **December 5, 2007**. If on **December 5, 2007**, Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."

MORTGAGE

The Mortgage will be amended and modified by **changing the maturity date to December 5, 2007**.

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.

UNOFFICIAL COPY

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:

Carol Cunningham
Unofficial Witness

LENDER:

Omni National Bank

Maureen K. Feldman [Seal]
By: Maureen K. Feldman
Its: Vice President

Signed, sealed and delivered
in the presence of:

Carol Cunningham
Unofficial Witness

BORROWER:

Wadell Brooks
Wadell Brooks

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LENDER'S ACKNOWLEDGEMENT

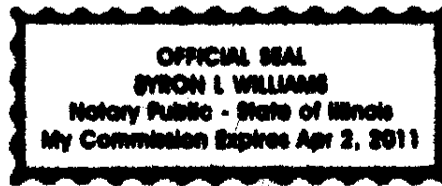
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 1st 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 1st day of August, 2007

Byron L. Williams
Notary Public
(Affix Seal)



BORROWER'S ACKNOWLEDGEMENT

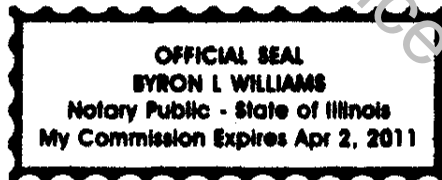
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 1st day of August 2007 by Wade Beck, who stated that he did execute such Modification Agreement.

Sworn and subscribed before me this 1st day of August, 2007

Byron L. Williams
Notary Public
(Affix Seal)



UNOFFICIAL COPY

Wadell Brooks

EXHIBIT A
LEGAL DESCRIPTION

THE EAST 35 FEET OF LOTS 44, 45, 46, 47 AND 48 IN BLOCK 1 IN MCKEY'S ADDITION TO ENGLEWOOD SAID MCKEY'S ADDITION BEING A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 20-29-203-043-0000

Property of Cook County Clerk's Office