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Doc#: 0727131040 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/28/2007 10:18 AM Pg: 1 of 3

Mail to: Peotone Bank and Trust Company 200 West Corning Avenue Peotone, Illinois 60468 Linda Ward

#### MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made this 20th day of August, A.D., 2007 between Peotone Bank and Trust Company, a banking corporation, or ganized and existing under the laws of the State of Illinois, party of the first part and Grace Hardig, a widow and not since remarried, of the Village of Beecher, County of Will, and State of Illinois, parties of the second part witnesseth

WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated August 20, 2002, made, executed and delivered by the said parties of the second part, due and payable on August 20, 2007, and secured by a mor gage of even date recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0021231643 and

WHEREAS, it is agreed by said parties of the second pair that there is now due and owing on said note an unpaid line of credit balance of Sixty Thousand and 00/100 Dollars (\$60,000.00) and

WHEREAS, the parties of the second part desire an extension of ame 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 parties of the second part, it is hereby covenanted and agreed by and between the parties as follows:

- 1. Monthly interest payments on the unpaid principal balance shall be paid by the parties of the second part as herein provided.
- 2. Time for payment of said principal note is hereby extended as hereinafter provided.
- 3. Said unpaid line of credit balance of Sixty Thousand and 00/100 (\$60,000.00) Dollars together with interest at Wall Street Journal Prime Rate plus .00% variable monthly from August 20, 2007, shall be payable in monthly installments as follows: Interest on the 25th day of August, 2007 and interest on the 25th day of each and every month thereafter until this note is fully paid, except that the final payment of principal and interest, if not sooner paid shall be due and payable on the 20th day of August, 2012.
- 4. Late charges are amended to be 5% of the payment or \$10.00 whichever is greater.

SY SNY

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5. That the aforesaid payments and interest shall be secured by the mortgage recorded as Document No. 0021231643 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 parties 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. 0021231643.

This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators or assigns of the parties of the second part.

IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Senior Vice President and attested by its Vice President and the parties of the second part have becomes set their hands and seals the day and year first above written.

Of College PEOTONE BANK AND TRUST CO. PEOTONE, ILLINOIS

ATTEST:

G. Duane Carder

Sen'or Vice President

Vice President

This instrument was prepared by Peotone Bank and Trust Company, Peotone, Illinois

Shure.

PIN# 32-32-412-014

LOT 26, IN BLOCK 19, IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 39, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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, Senior Vice President and Kenneth L. Shivers, Vice President 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 activered 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 hand and notarial seal, this 20th day of August, 2007.

Peggy Regas, Notary Public

(Seal)

My commission expires on March 21, 2010.

OFFICIAL SEAL
PEGGY A REGAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03 / 21 / 10

### BORROWER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS )
County of Kankakee )

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

Given under my hand and notarial seal, this 20th day of August, 2007.

Peggy Regas. Notary Public

CFFICIAL SEAL
PEGGY A REGAS
NOTARY PUBLIC – STATE OF ILLINOIS
MY COMMISSION EXPIRES 03 / 21 / 10

(Seal)

My commission expires on March, 21, 2010.