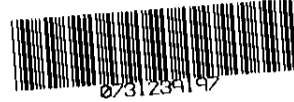


# UNOFFICIAL COPY



Doc#: 0731239197 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/08/2007 03:09 PM Pg: 1 of 5

Record and Return to:  
Omni National Bank  
Six Concourse Parkway,  
Suite 2300  
Atlanta, Georgia 30323

Document # 0628535086  
Cook County Recorder of Deeds  
Recorded October 12, 2006

## MODIFICATION AGREEMENT

STATE OF ILLINOIS  
COUNTY OF COOK

**THIS MODIFICATION AGREEMENT** is made and entered into this 5<sup>th</sup> day of November, 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 John Rotondo, whose address is 189 Jackson Ln. Bloomingdale, IL. 60108 (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 and ninety one Thousand Dollars (\$191,000.00) dated September 28, 2006 with a October 5, 2007 maturity date and; on April 27, 2007 Loan Mod 1 changed the principal amount to: Two Hundred Fifty five Thousand Five Hundred Dollars (\$255,500); and

**WHEREAS**, Borrower executed and delivered to the Lender a Mortgage dated September 28, 2006 securing the property known as 2710 E. 76<sup>th</sup> Place, Chicago, IL 60649 recorded in the Cook County Recorder of Deeds at Document 0628535086; 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:

# UNOFFICIAL COPY

## PROMISSORY NOTE

1. Borrower agrees that the unpaid principal balance of said indebtedness as of the date hereof is **\$255,500 per loan mod 1 dated April 27, 2007**, exclusive of any late fees and/or accrued interest.
2. Lender agrees to extend the maturity date by from **October 5, 2007 to April 5, 2008**.
3. **The interest rate is 12.99% fixed and will remain 12.99% 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. The Mortgage will be amended and modified by **changing the maturity date to April 5, 2008**
6. The monthly payment will remain **\$2,765.78**.
7. In exchange for this modification, the borrower agrees to pay a modification fee of 1 point, payable at payoff.

## MORTGAGE

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 thereunder, 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**

Byron Williams [Seal]  
By: Byron Williams  
Its: Loan Officer

Signed, sealed and delivered  
in the presence of:

Carol Cunningham  
Unofficial Witness

**BORROWER:**

John Rotondo  
John Rotondo

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LENDER'S ACKNOWLEDGEMENT

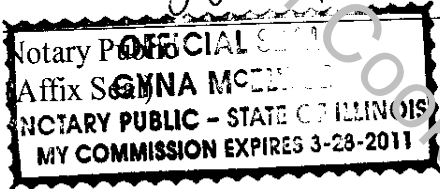
STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> day of Nov., 2007 by Byron Williams, who stated that he did execute such Agreement by authority and on behalf of Omni National Bank.

Sworn and subscribed before me this 5 day of November, 2007

*[Handwritten Signature]*



## BORROWER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS

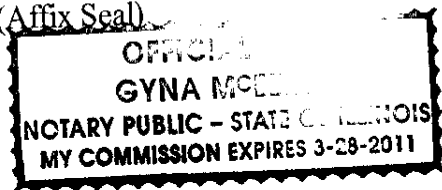
COUNTY OF COOK

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> day of Nov., 2007 by John Rotondo, who stated that he did execute such Modification Agreement.

Sworn and subscribed before me this 5 day of November, 2007

*[Handwritten Signature]*

Notary Public  
(Affix Seal)



# UNOFFICIAL COPY

John Rotondo  
2710 E. 76<sup>th</sup> Place  
Chicago, IL 60649

## EXHIBIT A LEGAL DESCRIPTION

THE EAST ½ OF LOT 4 AND ALL OF LOT 5 AND THE WEST ½ OF LOT 6 IN JOHNSON'S SUBDIVISION OF LOTS 92, 93, 94, 95 AND 96 IN DIVISION 2 OF WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 21-30-313-004-0000

Property of Cook County Clerk's Office

Initials \_\_\_\_\_