

# UNOFFICIAL COPY

## EXTENSION OF MORTGAGE

Prepared by &  
Mail To:  
Hegarty Kowols & Assoc.  
301 West Touhy  
Park Ridge, IL 60068



Doc#: 0800460026 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/04/2008 11:35 AM Pg: 1 of 3

The Mortgagors, Daniel R. Volpe and Marie Boomgaarn-Volpe, (Hereinafter referred to as the "Mortgagors") do hereby apply for extension of the payment provisions of the mortgage loan Doc # 95083648 dated January 19, 1995, covering an indebtedness owing from Daniel R. Volpe and Marie Boomgaarn-Volpe, Mortgagors, to Bernard William Fecht and Elizabeth Charl, Co-Successor Trustees of the Ida Fecht Trust dated 6-3-1994, Mortgagee, evidenced by a note and secured by a real property located at 725 Busse Highway, Park Ridge, IL 60068, legally described as follows:

Lot 2 (except the North Westerly 17.77 feet thereof) and Lot 3 (except the South Easterly 6.73 feet thereof) in Anderson's Busse Highway Resubdivision of Lot 20 and Lot 21 (Except the North Westerly 75.0 feet thereof) of Dale D. Sheets Company's Park Avenue Terrace, being a Subdivision of Lots 4 and 5 in Gillick's Subdivision of part of the East ½ of the North East ¼ of Section 27, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois according to plat of said Anderson's Busse Highway Resubdivision recorded in Office of the Registrar of Title, in Cook County, Illinois, October 3, 1958, as Document Number 1821443, situated in the County of Cook, State of Illinois.

PIN #: 09-27-210-076-0000.

And the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of Cook, State of Illinois, document number 95083648.

(2) Under the terms of said original Mortgage, there remained unpaid as of the maturity date, the sum of \$ 238,184.91 of principal, and \$72,007.05 of interest thereon. The parties orally agreed to extend the mortgage for an additional ten years on the date of maturity of the original Mortgage, but inadvertently failed to file an Extension of Mortgage. The parties are now rectifying this error by committing the terms of their oral agreement to writing, thereby extending the original mortgage for a period of ten years retroactively, commencing from the start date of April 1, 2005.



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(3) Mortgagor agrees the terms of said original Mortgage are modified or extended relative to the payment of the said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon as follows: Said total balance of \$ 238,184.91, as of April 1, 2005, is to be paid, plus interest on the unpaid balance at a rate of 5.641% per annum with equal monthly installments of \$2,584.93. The first of said installment of this extension commenced on the April 1, 2005, and the remaining installments, successively on the first day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1<sup>st</sup> day of December, 2015, which is the extended maturity date.

(4) Mortgagor agrees to make the payments as specified in Paragraph (3) hereof and understands and agrees that: (a) All the rights and remedies, stipulations, and conditions contained in said original Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said payments hereunder. (b) All covenants, agreements, stipulations, and conditions in said original Mortgage, known herein as Document Number 95083648, shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for, or liable on, the Mortgage are expressly reserved by the Mortgagee. (c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Mortgagor and shall be secured by said Mortgage, unless stipulated otherwise by Mortgagee. (d) Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(5) For the purposes of inducing and influencing the Mortgagee to execute this Agreement, the undersigned Mortgagor represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgage property are as follows: Daniel R. Volpe and Marie Boomgaarn-Volpe

All such person identified above are of legal age, and none is under any legal disability.

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Dated this 17<sup>th</sup> day of December, 2007.

*Daniel R. Volpe* (SEAL)  
Mortgagor

*Marie Bronson Volpe* (SEAL)  
Mortgagor

*Robert L. Attner*  
Witness

*Sumner Chladek*  
Witness

FURTHER AGREED TO BY:

*Bernard W. Fecht*  
Bernard William Fecht, Co-Successor  
Trustee of the Ida Fecht Trust, dtd 6-3-1994,  
Mortgagee

*Elizabeth Chael*  
Elizabeth Chael, Co-Successor  
Trustee of the Ida Fecht Trust, dtd 6-13-94  
Mortgagee

12-17-07  
(Date)

12-17-07  
(Date)

Property of Cook County Clerk's Office