



Doc#: 0801422074 Fee: \$26.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/14/2008 03:38 PM Pg: 1 of 2

PREPARED BY:

HOMESTAR BANK
3 DIVERSATECH DRIVE
MANTENO, IL 60950

69805950

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT entered into this 15TH day of November, 2007, to be effective on November 15, 2007, by and between Kevin J. Barry and Mary G. Barry, as Husband and Wife hereinafter referred to as Borrower, and HOMESTAR BANK, hereinafter referred to as Lender;

WITNESSETH:

WHEREAS, on October 20, 2006, the Borrower executed a certain promissory note in the principal sum of Six Hundred Twenty Thousand Five Hundred and No/100 (\$620,500.00) and secured said note by granting a mortgage, recorded in the Office of the Recorder of Cook County, Illinois, on October 31, 2006, as Document Number 0630401288 on the following described property:

LOT 1 IN ROSEMARY RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 24-16-209-001-0000 & 24-16-209-043-0000

COMMONLY KNOWN AS: 10501 S LAVERGNE, OAK LAWN, IL 60453

AND, WHEREAS, the Borrower and Lender desire to modify the terms and conditions contained in said note and mortgage.

NOW, THEREFORE, in mutual consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree that the terms of the note and mortgage referred to are hereby modified in the following manner:

1. Promise to Pay: I ("Borrower") jointly and severally promise to pay to HomeStar Bank the principal amount of, not to exceed \$775,699.40 or so much as may be outstanding, together with interest at the rate of 6.00% per annum on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

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M-4
MP.

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2. Payment: I will pay this loan in one payment of all outstanding principal plus any accrued unpaid interest at maturity, on November 15, 2008. In addition, I will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 15, 2007, with all subsequent interest payments to be due on the same day of each month thereafter.
3. This agreement is supplementary to said note and mortgage. All the provisions thereof and of the principal note, including the right to declare principal and accrued interest due for any cause specified in said note, shall remain in full force and effect except as herein expressly modified. The provisions of this Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of HomeStar Bank.
4. Any payment received more than 10 days after the due date will be assessed a late Fee of 10% of the payment amount due.

In Witness Whereof, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

Kevin J Barry
 Kevin J Barry

Mary G Barry
 Mary G Barry

HomeStar Bank, Lender
Andy Pallissard
 By: Andy Pallissard
 Loan Officer

ATTEST:
Tina Gough
 By: Tina Gough
 Loan Officer

STATE OF ILLINOIS }
 COUNTY OF KANKAKEE }

I, the undersigned, a Notary Public in and for said County in the State of Illinois do hereby certify that Kevin J Barry and Mary G Barry, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered 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.

Given under my hand and Notary Seal this 15TH day of November, 2007.

Jami Mahneke
 Notary Public

