# UNOFFICIAL CC

Prepared by & Mail to: Joyce Werner Peotone Bank & Trust Co. 200 W. Corning Avenue Psptone, IL 60468

0803016067 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/30/2008 10:57 AM Pg: 1 of 3

Loan #1400086310

#### MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made this 22<sup>nd</sup> day of December, A.D., 2007, between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and Jonathon Marchetti, whose address is 27031 Sylvan Lane, Monee, IL 60445, party of the second part witnesseth:

WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated November 19, 2007, made, executed and delivered by the party of the second part, due and payable or May 19, 2008, and secured by a Mortgage dated November 19, 2007, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0733840131, and

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note a principal balance of Eighty Four Thousand and 00/100 (\$84,000.00) Dollars and party of the second part desires an increase of \$:6,000.00 for a total principal amount of One Hundred Forty Thousand and 00/100 (\$140,000.00) Dollars to allow for completion and

WHEREAS, the parties of the second part desire in extension of time of payment of said note, and the parties of the first part have 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. Time for payment of said principal note is hereby extended as hereinafter provide.
- 2. Borrower's payment schedule consists of one payment of \$140,000.00 plus accrued interest on June 22, 2008, with interest calculated on the unpaid principal balances at an interest rate of 8.25% per annum.
- 4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as Document No. 0733840131 in 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.

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It is expressly understood and agreed by the party 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. **0733840131.** 

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 parties to these Presents have hereunto set their hands and seals, the day and year first above written.

PEOTONE BANK AND TRUST COMPANY PEOTONE, ILLINOIS

by: \_\_

(James Petreikis, Asst Vice President)

Attest

Kenneth L. Shivers, Vice President

Jonathon Marchetti

Legal Description:

LOT 6 IN BRANSFIELD AND MCFARLAND RESUDDIVISION OF LOTS 1 TO 6 AND THE NORTH 20 FEET OF LOT 7 IN FISH AND SIMONTONS SUBDIVISION OF BLOCKS 34 AND 35 IN JONES SUBDIVISION OF THE WEST OF SECTION 29, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7814 S. Loomis Blvd., Chicago, IL 60520

PIN: 20-29-319-017-0000

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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 **James Petreikis**, **Asst. 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 delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth.

Notary Public

My commission expires on 10-01-2008

OFFICIAL SEAL
SHEILA LANGENFELD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10 / 01 / 08

### BORROWER'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 **Jonathon Marchetti**, 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 free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and notarial seal, this 7th day of JAN'UANY, 2607

Notary Public

My commission expires on 10-01-2008

OFFICIAL SEAL
SHEILA LANGENFELD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10 / 01 / 08