THIS INSTRUMENT PREPARED BY: AND RECORD AND RETURN TO:

Alvin J. Helfgot Deutsch, Levy & Engel, Chtd. 225 West Washington Street Suite 1700 Chicago, IL 60606 (312) 346-1460

ADDRESS OF PROPERTY: 2022 W. Melrose Chicago, Illinois 60618

PIN: 19-327-034-0000



Doc#: 0803231072 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/01/2008 04:05 PM Pg: 1 of 6

#### **EXCENSION AND MODIFICATION AGREEMENT**

THIS EXTENSION AND MODIFICATION AGREEMENT made as of January 3, 2008, between GERARD D. HADERLEIN and THERESE J. HADERLEIN (the "Borrower"), and PARK RIDGE COMMUNITY BANK (the "Lender") witnesseth:

#### RECITALS

Borrower executed a Promissory Note dated January 3, 2003, in the principal amount of Three Hundred Sixteen Thousand Dollars (\$316,000.00) (tine Note"), which Note matures on January 3, 2008.

Repayment of the Note is secured by the property located at 2022 West Melrose, Chicago, Illinois (the "Property"), pursuant to that certain Mortgage and Security Agreement ("Mortgage"), and by that certain Assignment of Rents ("Assignment") both of which we're executed by Borrower, dated January 3, 2003 and recorded in the Office of the Recorder of Cook County, Illinois on November 20, 2003, as Document No. 0030080503 and 0030080504 respectively, which encumbers certain real estate located in Cook County, Illinois, and legally described on Exhibit "A" attached hereto.

The principal balance of the Note has been reduced to \$291,965.31.

Borrower has requested and the Lender has agreed to an extension of the maturity of the Note on the terms and conditions stated below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital provisions are incorporated herein by reference and made a part hereof.

- The maturity date of the Note, the principal balance of which is \$291,965.31, is extended from January 3, 2008 to January 3, 2013.
- The interest rate payable on the Note is amended from a variable rate of 0.750% above the Lender's Prime Rate, as it fluctuates from time to time to a fixed rate of 6.375% per annum. The interest rate after an Event of Default shall be 11.375% per annum. Payment on the loan evidenced by the Note shall be made in 59 consecutive monthly installments of principal and interest of \$1,948.63, based upon the remainder of the original twenty-five (25) year amortization repayment schedule, beginning February 3, 2008 and continuing on the third day of each month through and including December 3, 2012. A final balloon payment of the remaining unpaid principal balance, plus all accrued and unpaid interest, shall be due and payable on January 3, 2013. In addition to the monthly payments of principal and interest, Borrower shall concurrently deposit with Mortgagee escrow payments for real estate taxes and insurance for the Property, in an amount reasonably determined by Lender to insure full and timely payment of said taxes and insurance premiums.
- Nothing herein contained shall in any manner whatsoever impair the Note, Mortgage, and Assignment, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, nor affect or impair any rights, powers, or remedies of Lewier under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage, and Assignment, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.
- Borrower represents and warrants to Lender that, to the best of its knowledge, as of the nt or concor both, exists ...

  Signature Page Follows. date hereof, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, exists under the Note, the Mortgage, the Assignment, or any of the other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Extension and Modification Agreement as of the date set forth above.

GERARD D. HADERLEIN

THERESE HADERÍ FIN

PARK RIDGE COMMUNITY BANK

В₡:

Printed Name and Title: Geraldine Corperly V.Y.

1/4/2008 262035.2

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF COCK	)	

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerard D. Haderlein and Therese J. Haderlein, 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 and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal as of the 3rd day of January, 2008. Sery Ox Cook

Commission Expires:

6-9-2008

OFFICIAL SEAL Ollhing Clark's Office

1/4/2008

0803231072 Page: 5 of 6

# UNOFFICIAL COPY

STATE OF ILLINOIS ) SS:	
COUNTY OF Cock )	
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that  Seral DINE Cooper (Name)  (Title)	
(Name)  (Name)  (Title)  of PARK RIDGE COMMUNITY BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge that he signed and delivered the said instrument as he own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.	ed
Given under my hand and notary seal as of the 3rd day of January, 2008.	
Notary Public  Commission Expires:	
OFFICIAL SEAL TIMOTHY J COYNE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 06/05/02	
T'S Ox	

0803231072 Page: 6 of 6

## **UNOFFICIAL COPY**

### **EXHIBIT "A"**

#### **Legal Description**

Lot 15 in Sub-Block 1 in Oscar Charles Subdivision of Block 48 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (except the Southwest ¼ of the Northeast ¼ of the Southeast ¼ of the Northwest ¼ and the East ½ of the Southeast ¼ thereof) East of the Third Principal Meridian, in Cook County, Illinois.

sian,

Property of Cook County Clark's Office