



Doc#: 0813457107 Fee: \$42.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/13/2008 12:41 PM Pg: 1 of 4

Prepared by & MAIL TO:  
Sheila Langenfeld  
Peotone Bank & Trust Co.  
200 W. Corning Avenue  
Peotone, IL 60468

1400086050  
(22)

## MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this **28th day of April, A.D., 2008** 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 **Patrick Kukosh and Kristy Kukosh**, of the **County of Will, and State of Illinois**, 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 **October 30, 2007**, made, executed and delivered by the said party of the second part, due and payable on **April 30, 2008**, and secured by a Mortgage dated **October 30, 2007**, therewith recorded in the Recorder's Office in Cook County, Illinois, as **Document No. 0731046094 (\*)** and,

**\* Assignment of Rents dated 10-30-2007 recorded as Document # 0731046094**

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note a Line of Credit in the amount of **One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00)** with an unpaid principal balance of **One Hundred Eleven Thousand Two Hundred Forty One and 92/100 Dollars (\$111,241.92)** and

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has 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 party 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 provided.
2. Borrower's payment schedule consists of one payment of \$115,000.00 plus accrued interest on October 30, 2008, with interest calculated on the unpaid principal balance at an interest rate of 7.250% per annum, together with any other unpaid amounts under the Note.

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3. Late charges are to be 5% of the late payment or \$25.00, whichever is greater, after 10 days of the scheduled payment.

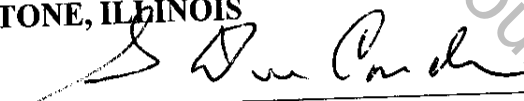
4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 0731046094** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

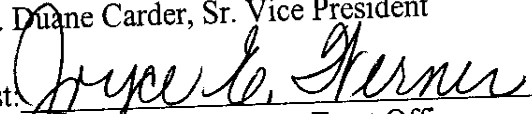
It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage heretofore executed by them and recorded in said Recorder's office as **Document No. 0731046094**.

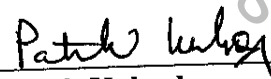
This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

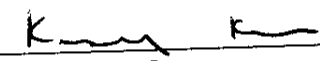
IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Sr. Vice President and attested by its Assistant Trust Officer and the party of the second part has hereunto set her hand and seal the day and year first above written.

**PEOTONE BANK AND TRUST COMPANY  
PEOTONE, ILLINOIS**

By:   
G. Duane Carder, Sr. Vice President

Attest:   
Joyce E. Werner, Asst. Trust Officer

  
Patrick Kukosh

  
Kristy Kukosh

...See Legal Description on Exhibit "A" attached...

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## Exhibit "A"

### PARCEL 1:

THE EAST 50 FEET OF THE WEST 432.5 FEET OF THE NORTH 125 FEET OF THE SOUTH 158 FEET OF LOT 2 IN SCHAAPS HEIRS DIVISION OF PART OF LOTS 3, 4 AND 5 IN SCHAAPS SUBDIVISION OF PART OF SECTIONS 9, 10 AND 15, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH 8 FEET OF THE SOUTH 166 FEET THE EAST 50 FEET OF THE WEST 432.5 FEET OF LOT 2 IN SCHAAPS HEIRS DIVISION OF PART OF LOTS 3, 4 AND 5 IN SCHAAPS SUBDIVISION OF PART OF SECTIONS 9, 10 AND 15, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 22 W. 154<sup>th</sup> Street  
South Holland, IL 60473

PIN: 29-09-419-032-0000

Proprietary of Cook County Clerk's Office

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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 **G. Duane Carder**, Sr. Vice President and **Joyce E. Werner**, Assistant Trust Officer 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 28<sup>th</sup> day of APRIL, 2008.

*Sheila Langenfeld*  
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Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2008.

## 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 **Patrick Kukosh and Kristy Kukosh**, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 28<sup>th</sup> day of APRIL, 2008.

*Sheila Langenfeld*  
\_\_\_\_\_  
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2008.