UNOFFICIAL COPY

Prepared by Florence L Robinson MAIL TO: *
Peotone Bank & Trust Co.
200 W. Corning Avenue
Peotone, IL 60468

Doc#: 0831229034 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 11/07/2008 12:28 PM Pg: 1 of 4

Loan No. 1400085230

MODIFICATION & EXTENTION AGREEMENT

AGREEMENT made this 18th day of October, A.D., 2008 between Peotone Bank and Trust Company, & Lanking corporation, organized and existing under the laws of the State of Illinois, party of the first part and Phillip Santelli and Jennifer Wulf, husband and wife, of the village of Mokena, 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 18. 2007, made, executed and delivered by the said party of the second part, due and payable on April 18, 2008, and secured by a Mortgage dated October, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. 0730640111 and, previously modified on April 18, 2008 and recorded as Document No. 0816231030, and

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 Ninety Three Thousand 00/100 Dollars (\$93,000.00) with an unpaid principal balance of Ninety Thousand Seven Hundred and Sixty Eight and 90/100 Dollars (\$90,768.90) and the principal amount remains unchanged.

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 bur i 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 interest payments, beginning April 18, 2009, with interest calculated on the unpaid principal balance at an interest rate of 7.50% per annum; and one payment of all unpaid principal plus interest due on April 18, 2009.
- 3. Late charges are to be 5% of the late payment or \$25.00; whichever is greater, after 10 days of the scheduled payment.

SYPY

0831229034 Page: 2 of 4

UNOFFICIAL COPY

4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as Document No. 0730340111 with Cook County Recorder 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(s) heretofore executed by them and recorded in said Recorder's office as **Document No. 0730340111.**

Impagreement 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 WY NESS 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

Bv:

G. Duane Carder, Sr. Vice President

Attest.

ovce W. Werner, Asst. Trust Officer

Phillip Santelli,

Jennifer Wulf,

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

0831229034 Page: 3 of 4

UNOFFICIAL COPY

INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF CHIMILS	
COUNTY OF Will	
On this day before me, the undersigned Notary Public, personally appeared Phillip Santelli and Jennifer Wulf, husband and wife, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.	
Given under my hand and official seal this <u> </u>	of October, 20 08.
By Slove it & Morales Residing :	nt LUD W. CARNING QUE, PROTORE DE 60468
Notary Public in and for the State Of <u>ellenge</u>	
My Commission Expires O3-09-13	FLORENCE L. MORALES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 09, 2012
LENDEP, ACKNOWLEDGEMENT	
STATE OF <u>Ellensis</u>	
COUNTY OF will	
On this A44 day of October, 200	
Public, personally appeared G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer known to me to be, authorized agents for the Lender that executed the within and	
foregoing instrument and acknowledge said instrument to	be the free and voluntary act and deed,
for the uses and purposes therein mentioned, and on oatlexecute this said instrument and that the seal affixed is the	
Given under my hand and official seal this Afficia	0 =
By Glorence & Morales Residing:	at 200 W. Corning Our, Pertine, Il 60464
Notary Public in and for the State Of <u>ellenges</u>	E CONTRACTOR CONTRACTO
My Commission Expires	OFFICIAL SEAL FLORENCE L. MORALES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 09, 2012

0831229034 Page: 4 of 4

UNOFFICIAL COPY

Exhibit "A"

Legal Description:

Cook County Property

Lot 9 In Block 1 In Sauk Trail Manor Third Addition, Being A Subdivision of Lot 4 In Circuit Court Partition of the Northeast ¼ of Section 32 and The West ½ of the Northwest ¼ of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, According to the plat thereof recorded May 5, 1990, In Book 79 of plats Page 9, As Document 29566680, In The Village of South Chicago Heights, It Cook County, Illinois.

The Real Property or its address is commor by known as 3301 Dornell Ave, Chicago Heights, IL 60411.

The Real Property tax identification number is 32-31-225-009-0000.