When recorded man to: MOD REC

Equity Loan Services, Inc.
Loss Mitigation Title Services-LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114

Attn: National Recordings 1120

3000145544

### MORTGAGE EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the third day of November, 2008, by and between Bank of America, N.A., whose address is 475 CrossPoint Parkway, Getzville, New York 14068(hereinafter referred to as "Lender"), and Adis Alic and Alma Alic, husband and wife, whose address is 7941 Karlov Ave Apt 2, Skokie, IL 60076 (hereinafter referred to as "Borrower").

#### RECITALS:

A. On November 27, 2006 Borrower executed a bridge loan balloon note held by Lender in the principal amount of \$425,0000.00, which note provides for a single balloon payment due on November 1, 2007 ("Note").

B. The Note is secured by a mortgage of even date, filed December 21, 2006, in instrument number 0635508077, of Cook County Records ("Mortgage"). Said Mortgage covers certain real property located in the County of Cook and the State of Illinois, being more particularly described as follows:

LOT 19 IN BLOCK 6 IN MORTHWEST LAND ASSOCIATION SUBDIVISION OD THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 14 TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT SOUTH 336.6 FEET THEREOF AND EXCEPT THE RIGHT OF WAY AND YARDS OF THE NORTHWESTERN ELEVATED RAILROADS) IN COOK

COUNTY, ILLINOIS.

(Parcel No. 13-14-218-017-0000) FIRST AMERICAN ELS

AGREEMENT

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- C. As of December 1, 2008 the principal balance due and owing on the Note is \$424,984.41.
- D. The parties hereto wish to extend the time for payment of the principal indebtedness evidenced by the Note and secured by the Mortgage in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of One and No/100 Dollar (\$1.00), the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The time for payment of the principal indebtedress evidenced by the Note and secured by the Mortgage, together with all unpaid interest and any other sums due and payable under the terms of the Note and the Mortgage, shall be, and the same hereby is, extended to May 1, 2009 (the "Extended Maturity Date").
- 2. Interest will continue to accrue at the rate of 6.37500% per annum, as set forth in the Note.
- 3. Simultaneously with the execution of this Agreement, Borrower shall pay Lender accrued interest to Bank of America N.A., in the amount of \$2,257.73.
- 4. Borrower hereby represents and warrants that as of the date of this Mortgage Extension Agreement:
- a. Borrower is the owner in fee simple of the premises;
- b. There are no defenses or other offsets against the Borrower's obligation under either the Note or the Mortgage;
- c. The Mortgage constitutes a valid lien on the premises.
- 5. Except as explicitly modified by this Agreement, the Note and the Mortgage are hereby ratified and confirmed in all respects and shall remain in full force and effect.
- 6. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, trustees, successors and assigns of the parties hereto.
- IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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Bank of America, N.A.
By:
Its: Assistant Vice President
LENDFR'S CORPORATE ACKNOWLEDGMENT
STATE OF NEW YORK ) COUNTY OF DRIE )
On this
[SEAL]  Jennifer B. Collver  Notary Public-State of New York  Reg. No. 01C05065592  Qualified in Wyoming County  My Commission Expires 09/09/2010
My Conduits Ion Expires 09/09/2010
11-5-08

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## **UNOFFICIAL COPY**

BORROWER'S ACKNOWLEDGMENT
STATE OF) SS
COUNTY OF COOK
On Notary Public in and for said State, personally appeared PLANA AUL ADIS ALIC personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my rarl and official seal.
Signature of Notary  Notary Public, State of Illinois My Commission Expires April 10, 2012  Geminissien Ne. 249936
My Commission Expires  Commission

AFTER RECORDING POOR

Bank of America Mortgage 475 CrossPoint Parkway Getzville, NY 14068-9000 NY2-001-01-55