



Doc#: 0834429052 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/09/2008 12:20 PM Pg: 1 of 4

Prepared by Florence L Robinson

**MAIL TO:**

Peotone Bank & Trust Co.  
200 W. Corning Avenue  
Peotone, IL 60468

Loan No. 715450

## MODIFICATION & EXTENTION AGREEMENT

AGREEMENT made this 15<sup>th</sup> day of **October**, 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 **Brian Vladika a married man**, of the village of **Beecher**, 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 **November 30, 2007**, made, executed and delivered by the said party of the second part, due and payable on **April 15, 2008**, and secured by a Mortgage dated **November 30, 2007**, therewith recorded in the Recorder's Office in **Cook County, Illinois**, as **Document No. 0801822024** and, Previously Modified on **March 18, 2008** and **July 9, 2008** and recorded as **Document No. 0815103021**, and **0822045022**, 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 **Three Hundred and Eighteen Thousand and 00/100 Dollars (\$318,000.00)** with an unpaid principal balance of **Three Hundred and Sixteen Thousand Thirty Two and 68/100 Dollars (\$316,032.68)** and said second part desires an increase in the amount of **Five Thousand and 00/100 Dollars (\$5,000.00)** for a total principal amount of **Three Hundred and Twenty Three Thousand 00/100 Dollars (\$323,000.00)**.

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 two interest payment, beginning November 15, 2008 with interest calculated at an interest rate based on the Wall Street Prime (currently at 4.50 %) plus a margin of 1.50%, resulting in an initial rate of 6.00% and, one payment of all outstanding principal and interest due on January 15, 2009.

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3. Late charges are to be 5% of the late payment or \$10.00; 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. 0801822024** 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. 0801822024**.

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

\_\_\_\_\_  
Brian Vladika

**Waiver of Homestead Exemption**

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

\_\_\_\_\_  
Erin M. Vladika

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

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## INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

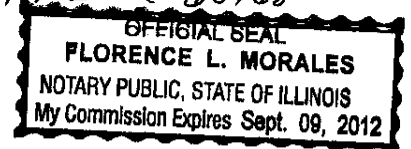
On this day before me, the undersigned Notary Public, personally appeared **Brian Vladika married to Erin M. Vladika**, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of October, 2008.

By Flore L Morales Residing at 200 W. Corning Ave  
Peotome IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 9-9-12



## INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

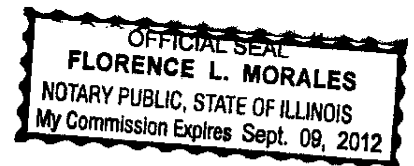
On this day before me, the undersigned Notary Public, personally appeared **Erin M. Vladika**, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> day of October, 2008.

By Flore L Morales Residing at 200 W. Corning Ave  
Peotome IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 9-9-12



# UNOFFICIAL COPY

## LENDER ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

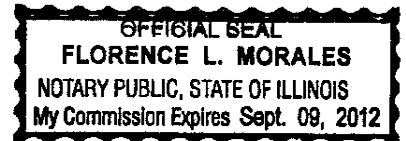
On this 27<sup>th</sup> day of October, 2008 before me, the undersigned Notary Public, personally appeared **G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer** known to me to be, authorized agents for the Lender that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he and she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said leader.

Given under my hand and official seal this 27<sup>th</sup> day of October, 2008.

By Florence L. Morales Residing at 200 W. Conway Ave

Notary Public in and for the State Of Illinois Postme IL 60468

My Commission Expires 9-1-12



### Exhibit "A"

#### Legal Description:

Lot 6 In Block 1 In Westhaven Homes Resubdivision, Being A Resubdivision of Westhaven Homes Unit Number 1 And Westhaven Homes Unit Number 2, In The North 1/2 Of Section 27, Township 36 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded October 24, 1961 As Document 18311372.

The Real Property or its address is commonly known as **16737 S 94<sup>th</sup> Ave, Orland Hills, IL 60477.**

The Real Property tax identification number is **27-27-103-006-0000.**