

UNOFFICIAL COPY



Doc#: 0911422057 Fee: \$42.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/24/2009 11:32 AM Pg: 1 of 3

Prepared by &
MAIL TO:
Joyce Werner
Peotone Bank & Trust Co.
200 W. Corning Ave.
Peotone, IL 60468

Loan #1400050339

MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made this 10th day of February, 2009, between Peotone Bank and Trust Company, a banking corporation organized and existing under the laws of the State of Illinois, owner and holder of the note, party of the first part, and Peotone Bank and Trust Company, not personally, but as Trustee under the provisions of a Trust Agreement dated January 21, 2003, and known as **Trust Number 9-1341**, and **Walter E. Pikorz and Steven C. Pikorz**, parties of the second part witnesseth:

WHEREAS, Peotone Bank and Trust Company, party of the first part, is the owner and holder of a certain promissory note dated February 10, 2003, made, executed and delivered by the said parties of the second part, due and payable on February 10, 2006, and secured by a Mortgage dated February 10, 2003, therewith recorded in the Recorder's Office in Cook County, Illinois, as Document No. **0030369389**; and previous Modified and Extended by Document dated February 10, 2006 recorded as Document No. **0608215194**.

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said notes an unpaid principal balance of **Seventy One Thousand Six Hundred Fifteen and 96/100 Dollars (\$71,615.96) and**

WHEREAS, the party of the second part desires an extension of time of payment of said notes, 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 notes is hereby extended as hereinafter provided.
2. Borrower's payment schedule consists of the following: **35** monthly consecutive payments of **\$917.61** each beginning **March 10, 2009**, with interest calculated at an interest rate of 7.50%. If

SV
PS
SN
MAY
WR

UNOFFICIAL COPY

not sooner paid, all outstanding principal and accrued interest will be due and payable on **February 10, 2012.**


3. Late charges are amended to be 5% of the late payment with a minimum of \$25.00, after 10 days of the scheduled payment.

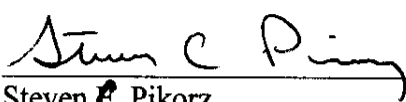
4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as Document **0030369389** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be 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. **0030369389.**

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

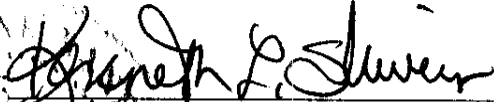
IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.


Walter E. Pikorz


Steven C. Pikorz


PEOTONE BANK and TRUST COMPANY
(owner and holder of note)

as
Peotone Bank and Trust Company
as Trustee u/t/a #9-1341 and not
personally

By: 
Kenneth L. Shivers, Vice President

By: 
G. Duane Carder, Trust Officer

Attest: 
G. Duane Carder, Sr. Vice President

Attest: 
Joyce E. Werner, Asst. Trust Ofcr.

Exonerator provision restricting any liability of the Peotone Bank and Trust Co. stamped on the reverse side hereof, is hereby expressly made a part hereof.

Legal Description:

THAT PART OF THE NORTH 106.9 FEET OF THE SOUTH 975.0 FEET (EXCEPT THE EAST 17 FEET OF THE WEST 50 FEET CONVEYED TO THE COUNTY OF COOK) OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 2306.36 FEET (HEREBY RESERVING THE WEST 50 FEET OF SAID TRACT FOR USE AS A PUBLIC ROAD) IN COOK COUNTY, ILLINOIS.

Common Address: 14931-14935 S. Pulaski, Midlothian, IL 60445
PIN: 28-11-313-020 and 28-11-313-012 (part of)

UNOFFICIAL COPY

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 **Kenneth L. Shivers**, Vice President and **G. Duane Carder**, Sr. Vice President and Trust Officer; 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.

Given under my hand and notarial seal, this 17th day of FEB., 2009

Stacey Hartwell
Notary Public

(Seal)



My commission expires on 3/3/12

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 **Walter E. Pikorz** and **Steven C. Pikorz**, 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,

Given under my hand and notarial seal, this 17th day of FEB, 2009.

Stacey Hartwell
Notary Public

My commission expires on 3/3/12



It is expressly understood and agreed by and between the parties (Seal), anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Peotone Bank and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.