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Doc#: 0919710015 Fee: \$42.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/16/2009 10:25 AM Pg: 1 of 3

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LOAN NUMBER: 22616

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of May, 2009, between CHARLES E. SCHUTT, whose address is 11560 S. Ridgeland, Worth, Illinois 60482 ; and BERNADINE J. SCHUTT, whose address is 11560 S. RIDGELAND, Worth, Illinois 60482 ("Borrower"), and State Bank of Herscher whose address is 10 Tobey Dr PO Box 68, Herscher, Illinois 60941 ("Lender").

State Bank of Herscher and Borrower entered into a Mortgage dated May 23, 2007 and recorded on July 5, 2007, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0718606033 ("Mortgage"). The Mortgage covers the following described real property:

Address: 11560 S Ridgeland, Worth, Illinois 60482

Legal Description: LOT 13 (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY & CONVEYED TO THE COUNTY OF COOK BY DOCUMENT NO. LR3197813 FILED JANUARY 13, 1981) IN C.J. WOOD'S RIDGEWOOD HOMES, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- CHARLES E. SCHUTT AND BERNADINE J. SCHUTT TO SECURE NOTE #22616 IN THE DOLLAR AMOUNT OF \$80,308.00 WITH A FIXED INTEREST RATE. THE MATURITY DATE OF THE NOTE IS EXTENDED TO 11/19/09, AT WHICH TIME ALL OUTSTANDING SUMS DUE TO LENDER UNDER THE NOTE SHALL BE PAID IN FULL, AND THE MORTGAGE IS MODIFIED ACCORDINGLY..

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified

Initials

SY
PS
SN
M.K.
M.W.

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herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Charles E. Schutt 5/23/09
CHARLES E. SCHUTT Date

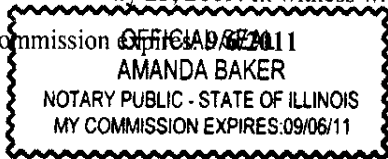
Bernadine J. Schutt 5/23/09
BERNADINE J. SCHUTT Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE)

The foregoing instrument was acknowledged by CHARLES E. SCHUTT and BERNADINE J. SCHUTT, before me on May 23, 2009. In witness whereof, I hereunto set my hand and my official seal.

My commission expires 09/06/11



Amanda Baker
Amanda Baker
Notary Public

(Official Seal)

LENDER: State Bank of Herscher

David Rabideau 5/23/09
By: David Rabideau Date
Its: Vice President

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BUSINESS ACKNOWLEDGMENT

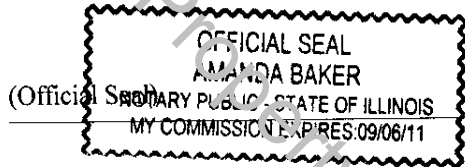
STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE)

This instrument was acknowledged on the 23rd day of May, 2009, by David Rabideau, Vice President on behalf of State Bank of Herscher, a(n) Community Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 9/6/2011

Amanda Baker
Amanda Baker
Notary Public



THIS INSTRUMENT PREPARED BY:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941



AFTER RECORDING RETURN TO:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941

Initials