UNOFFICIAL COPY

Modification and Extension Agreement Loan No. 11294260 dated September 1, 2009

Whereas, the Family Bank and Trust Company of Palos Hills loaned Family Bank and Trust Company of Palos Hills, a corporation of Illinois, not personally but as Trustee under provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 27, 1998 and known as Trust No. 3-409



Doc#: 0928946035 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 10/16/2009 03:24 PM Pg: 1 of 1

The sum of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND 00/100 (\$265,000.00) evidenced by a note and Mortgage (Trust Deed) execution and delivered on November 30, 1998 and recorded as Document Nos. 08116993/08116994; a Change In Terms Agreement dated. December 1, 2003 extending the maturity date of the loan from December 1, 2003 to February 1, 2004; a Change In Terms Agreement dated February 1, 2004 extending the maturity date of the loan from February 1, 2004 to June 1, 2004; a Change In Terms Agreement dated June 1, 2004 extending the maturity date from June 1, 2004 to September 1, 2004; a Modification and Extension Agreement dated September 1, 2004 extending the maturity date of the loan from September 1, 2004 to September 1, 2009 and recorded as Document Number 0429647021are hereby incorporated herein as part of this instrument.

Whereas, the undersigned, owner of said premises has found it necessary and does hereby request a modification of terms of said loan for the following reasons: To extend the maturity date of the Note from September 1, 2009 to December 1, 2009

Legal Description: LOT 53 IN FRANK DELUGACH STEVEN ACRES A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEDRUARY 26, 1953 AS DOCUMENT NUMBER 15555405 IN COOK COUNTY, ILLINOIS.

Address of Property: 10255 S. ROBERTS ROAD, PALOS HILLS, IL 60465

Permanent Index No. 23-12-308-013

And whereas, the parties desire to restate the modified terms of said ican so that there shall be no misunderstandings of the matter.

Therefore, it is hereby agreed that as of the date of this Agreement the unpaid balance of said indebtedness Is: ONE HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED DOLLARS AND 78/100 (\$174,6 o0.79) all of which the undersigned promises to pay with interest at 7.80% per annum until paid and that interest shall be payable mor fully, beginning on the 1st day of SEPTEMBER 2009 to be applied to interest, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary); and that in all other respects said raor gage contract shall remain in full force and effect.

Signed, sealed and delivered the  $\underline{1ST}$  day of SEPTEMBER 2009

Family Bank and Trust Company, not individually but as trustee under trust agreement dated NOVEMPER 27, 1998 and known as

Trust No. 3/409

Dan J. Karalis, Trust Officer

Stephen J. Rybacki, VP-BSA / Compliance & A10

State of Illinois }
County of Cook } SS

The undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby Certify that Dan J. Karalis, Trust Officer and Stephen J. Rybacki, VP-BSA/Compliance & ATO who are personally known to me to be the same 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 free and voluntary act for the uses and purposes therein set forth.

Notary Public

OFFICIAL SEAL
LUS E CHAVEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/24/10