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Doc#: 0933731000 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2009 09:23 AM Pg: 1 of 4

Prepared by & MAIL TO:
Sheila Langenfeld
Peotone Bank & Trust Co.
200 W. Corning Avenue
Peotone, IL 60468

717080
(9351)

MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this 25th day of **October**, A.D., 2009 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 **Paul Hart**, of the **County of Cook**, 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 **March 10, 2007** made, executed and delivered by the said party of the second part, due and payable on **October 25, 2009**, and secured by a Mortgage dated **January 20, 2007**, therewith recorded in the Recorder's Office in **Cook County**, Illinois, as **Document No. 0909718073** 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 **One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00)** with an unpaid principal balance of **Ninety Nine Thousand Five Hundred Six and 95/100 Dollars (\$99,506.95)** and

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 3 monthly consecutive payments of interest, beginning November 25, 2009, with interest calculated on the unpaid principal balance at an interest rate of 7.25% per annum; and one payment of all unpaid principal plus interest due on February 25, 2010, together with any other unpaid amounts under the Note.

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3. Late charges are to be 5% of the late payment or \$25.00 whichever is greater, after 10 days of the scheduled payment.

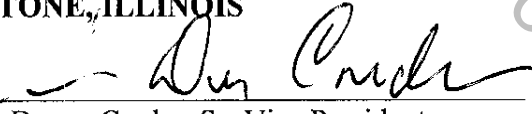
4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 0909718073** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall 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. 0909718073**.

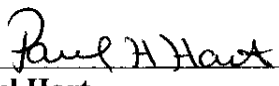
This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

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 Vice President 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: 
James A. Petreikis, Jr., Asst. Vice President


Paul Hart

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

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Exhibit "A"

LOT 3 IN BLOCK 18 IN MANUS MIDLOTHIAN PARK, A SUBDIVISION OF THE
NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JUNE 23, 1923 AS DOCUMENT NUMBER 7992748, IN COOK COUNTY, ILLINOIS. ✓

Common Address: 14512 Karlov Avenue ✓
Midlothian, IL 60445

PIN: 28-10-220-015-0000 ✓

Property of Cook County Clerk's Office

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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 **G. Duane Carder**, Senior Vice President and **James A. Petreikis, Jr.**, Assistant Vice President 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 18th day of NOVEMBER, 2009.

Sheila Langenfeld
Notary Public



(Seal)

My commission expires on 10-01-2012

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 **Paul Hart**, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 18th day of NOVEMBER, 2009.

Sheila Langenfeld
Notary Public



(Seal)

My commission expires on 10-01-2012