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Prepared by Florence L Morales MAIL TO:
Peotone Bank & Trust Co.
200 W. Corning Avenue
Peotone, IL 60468

Loan No. XXXXX86210

Doc#: 1003444057 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 02/03/2010 12:57 PM Pg: 1 of 4

MODIFICATION AGREEMENT

AGI FEMENT made this 28th day of December, 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 Larry C. Skarr and Priscilla Skarr, of the village of Peotone, 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 **December 28. 2007** made, executed and delivered by the said party of the second part, due and pryable on **June 28, 2008**, and secured by a Mortgage(s) dated **December 28, 2007** therewith recorded in the Recorder's Office in **Will County**, Illinois, as **Document No. 0304209050**, and previously modified on **June 28, 2008** and recorded as **Document No. 0810929033** and on **December 28, 2008** and recorded as **Document No. 0901445077**, and on **June 28, 2009** and recorded as **Document No. 0919710035**, 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 Twenty Thousand Eight Hundred and Twelve and 22/100 Dollars (\$20,812.22) with an unpaid principal balance of Twenty Thousand Eight Hundred and Twelve and 22/100 Dollars (\$20,812.22) and principal balance remains unchanged.

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 one interest payment, beginning June 28, 2010 with interest calculated on the unpaid principal balance at an interest rate of 7.99% per annum; one payment of all unpaid principal plus interest due on June 28, 2010.

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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. 0804209050** with Will County Recorder 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(s) heretofore executed by them and recorded in said Recorder's ofnec at **Document No. 0804209050.**

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 WHEREOI, 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 vritten.

PEOTONE BANK AND TRUST COMPANY
PEOTONE, ILLINOIS

By:
G. Duane Carder, Sr. Vice President

Attest:
Joyce E. Werner, Asst. Trust Officer

Larry C Skarr,

Priscilla Skarr,

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

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INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF
COUNTY OF Well
On this 1a' before me, the undersigned Notary Public, personally appeared Larry C. Skarr and Priscilla Skarr, 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 ner free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Do Hay of Landay, 20 10. By March Priscilla Seal this Do Hay of Landay, 20 10. Residing at 200 W Corney and Official Seal this Plant of County and Official Seal Florence L. Morales My Commission Expires 9-9-12 My Commission Expires 9-9-12 My Commission Expires Sept. 09, 2012
Notary Public in and for the Sta e Of <u>Ollenses</u> Plant OFFICIAL SEAL
My Commission Expires 9-7-12 FLORENCE L. MORALES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 09, 2012
LENDER ACKNOWLEDGEMENT
STATE OF Stlenges
COUNTY OF Will
On this
free and voluntary act and deed, for the uses and purposes therein mentioned, and co 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 20 th day of January, 20 10.
By Gloud morale Residing at 200 W. Corning and
Residing at 20 W. Corney and Notary Public in and for the State Of Collenges My Commission Expires 99-12 Residing at 20 W. Corney and Peofice Coy61 OFFICIAL SEAL FLORENCE L. MORALES MOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 09, 2012
My Commission Expires 9-9-12 FLORENCE L. MORALES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Sept. 09, 2012

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Exhibit "A"

Legal Description:

Cook County Property

Lot 3 In Welchko Subdivision, being a Subdivision of Block 18 (Except the North 183 Feet) In 'An Ilothian Gardens Subdivision in Section 10, Township 36 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

The Real Property or its address is commonly known as 14916 S. Kilbourn Ave, Midlothian, IL 60445

The Real Property tax identification number is 28-10-311-038-0000.

