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Doc#: 1004257045 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/11/2010 10:42 AM Pg: 1 of 4

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

1400091410
(2833)

MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this 25th day of January, A.D., 2010 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 **Richard A. Dandino**, of the 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 **January 12, 2009**, made, executed and delivered by the said party of the second part, due and payable on **January 25, 2010**, and secured by a Mortgage dated **January 12, 2009**, therewith recorded in the Recorder's Office in Cook County, Illinois, as **Document No. 0902810017** 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 **Fifty Thousand and 00/100 Dollars (\$50,000.00)** with an unpaid principal balance of **Forty Eight Thousand Six Hundred Seventy One and 96/100 Dollars (\$48,671.96)** 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.

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2. Borrower's payment schedule consists of the following: 11 monthly consecutive payments of interest, beginning February 25, 2010, with interest calculated on the unpaid principal balance at an interest rate based on the Peotone Bank and Trust Company's Base Lending Rate (currently 7.00%), plus a margin of 1.50% resulting in an initial interest rate of 8.50%; and one payment of all outstanding principal and interest on January 25, 2011, together with any other unpaid amounts under the Note.

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. 0902810017** 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. 0902810017**.

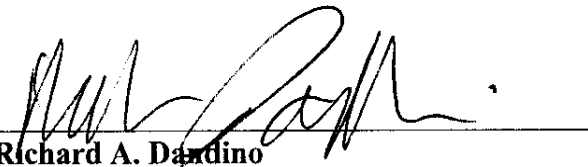
This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

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


Richard A. Dardino

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

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Exhibit "A"

LOTS 12, 13 AND 14 IN THE RESUBDIVISION OF LOT 18 IN BLOCK 11 IN HANNAH AND KEENEY'S ADDITION TO CHICAGO HEIGHTS, SAID RESUBDIVISION BEING RECORDED MARCH 18, 1910 AS DOCUMENT 4525729, AND SAID HANNAH AND KEENEY'S ADDITION TO CHICAGO HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 29, AND THAT PART WEST OF RAILROAD LANDS IN SECTION 28, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1905 AS DOCUMENT 3718012, IN COOK COUNTY, ILLINOIS.

Common Address: 2833 Chicago Road
South Chicago Heights, IL 60411

PIN: 32-29-419-012-0000

Property of Cook County Clerk's Office

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 **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 29th day of JANUARY, 2010.

Sheila Langenfeld
 Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 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 **Richard A. Dandino**, 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 29th day of JANUARY, 2010.

Sheila Langenfeld
 Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2012.