

# UNOFFICIAL COPY



Doc#: 1006444021 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/05/2010 10:15 AM Pg: 1 of 5

This document was prepared by  
and please return to:

Cissna Park State Bank  
102 S. Second St.  
P.O. Box 36  
Cissna Park, IL 60925

## MORTGAGE MODIFICATION AGREEMENT

THIS INDENTURE, made this March 5, 2010 by and between Cissna Park State Bank, an Illinois Banking Corporation, hereinafter called "Bank", and the Owner of the mortgage hereinafter described,

Sara E. Sumner, as Trustee of the Sara E. Sumner Trust UTA dated 12/31/91, as amended of 1617 N. Hoyne, Chicago, IL 60647, representing himself to be the owner of the real estate hereinafter described as ("Owner") WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of said Owners, dated March 5, 2001, in the original principal amount of \$100,000.00 secured by a mortgage dated March 5, 2001 and recorded in the office of the Recorder of the County of Cook, in the State of Illinois as Document # 10165481 on March 1, 2001

mortgaging the property described as:

**REFER TO EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE PART HEREOF**

to the Cissna Park State Bank, Cissna Park, Illinois, as Mortgagee, to secure the payment of said promissory note due in full on March 5, 2010

2. The principal balance remaining unpaid on the indebtedness is \$30,000.00 as of March 5, 2010

3. Said remaining indebtedness of \$30,000.00 plus any additional sums advanced in the future shall be paid in annual payments in the amount of accrued interest on the amount of credit outstanding beginning March 5, 2011 and continuing on the same day of each year thereafter until March 5, 2013 when all accrued interest and all principal will be due and payable in full. Interest on the unpaid balance from time to time due and owing shall continue to accrue according to the terms set forth in the original note dated 3-5-01. All payments shall, however, be applied first as to accrued interest and the balance of such payment, if any, shall reduce the principal balance due.

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Owner may prepay any amount at any time without penalty.

Owner in consideration of such extension, promises and agrees to pay the sum secured by said security documents as hereby extended, and to pay interest thereon as stated above, and to pay interest only in the coin or currency provided for in the note and security documents herein- above described, but if that cannot be done legally, thence in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in the value of such legal tender in other United States currency, at the Cissna Park State Bank, Cissna Park, Illinois 60924.

4. If any part of said indebtedness or interest thereon is not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of Owner shall continue for 30 days, the entire principal sum secured by said security documents, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said note, become and be due and payable, in the same manner as if this extension has not been granted.

5. This agreement is supplementary to the note, hereby extended and all documents securing the same. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein shall remain in full force and effect as herein expressly modified.

6. Except as provided in the preceding paragraph, upon Owner's breach of any covenant or agreement of Owner in this mortgage, including the covenants to pay when due any sums secured by this mortgage, Bank prior to acceleration shall mail notice to Owner specifying: (1) the breach; (2) the action required to cure the breach; (3) a date, not less than 30 days from the date the notice is mailed to Owner, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform the Owner of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Owner to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Bank, at Bank's option, may declare all of the sums secured by this mortgage to be immediately due and payable without further notice or demand and may foreclose this mortgage by judicial proceeding.

Bank shall be entitled to collect in such proceeding all expenses at foreclosure, including but not limited to reasonable attorney's fees, and cost of documentary evidence, abstracts and title reports.

Owner agrees to perform all the covenants of the grantor in said documents. The provisions of this indenture shall incur to the benefit of any holder of said note and shall bind the heirs, personal representatives, and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed, and delivered this indenture the day and year's first above written.

BANK:  
CISSNA PARK STATE BANK

OWNER:

x *John Conrad*  
John Conrad

x *Sara E. Sumner*  
Sara E. Sumner, as Trustee of the Sara E. Sumner Trust UTA dated 12/31/91, as amended

TITLE: President

x *Tom A. Stock*  
Tom A. Stock

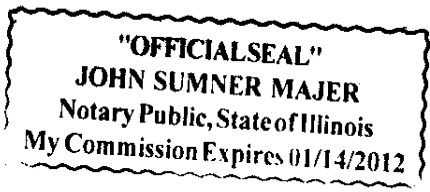
x \_\_\_\_\_

ATTEST: TITLE: Vice President

STATE OF ILLINOIS )  
                          ) SS  
                  Cook )  
COUNTY OF IROQUOIS )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Sara E. Sumner, as Trustee of the Sara E. Sumner Trust UTA, dated 12/31/91, as amended, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, 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 purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal on March 9, 2010



*John Sumner Majer*  
Notary Public



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## EXHIBIT "A"

### Parcel 1:

The West 40 feet of the East 65 feet of Lot 2 in Block 47 in the original town of Chicago in the South 1/2 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

### Parcel 2:

The South 32.25 feet of Lots 4, 5 and 6 and the South 3.25 feet of Lot 7 (except that part lying East of a line parallel with the East line of said Lot 7 and which passes through a point in the West line of Lot 7, 3 feet from the Northwest corner of said Lot 7), all in the subdivision of Lots 56, 57, 58 and 59 in Johnson's Addition to Chicago, a Subdivision of Lots 3, 5 and 6 in the Assessor's Division of unsubdivided land in Section 6, 7, 8 and 9 in Horton's subdivision if the 13 1/3 rods West of and adjoining the East 29 rods of the South 12 rods of the Southwest 1/4 of Section 31, aforesaid, in Cook County, Illinois.

### Parcel 3:

Lots 4, 5, 6 and 7 (except that part of said Lots condemned for right of way for the Metropolitan West Side Railroad) in the subdivision of Lots 56, 57, 58 and 59 in Johnson's Addition to Chicago, a subdivision of Lots 3, 5 and 6 in Assessor's Subdivision of unsubdivided lands in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, East of Leavitt Street and of Lots 6, 7, 8, and 9 in Horton's Subdivision of the 13 1/3 rods West of and adjoining the East 29 rods of the South 12 rods of the Southwest 1/4 of Section 31, aforesaid, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 14-31-333-001

PERMANENT INDEX NUMBER: 14-31-333-025