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Doc#: 1427247113 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2014 11:10 AM Pg: 1 of 4

MILLENNIUM TITLE GROUP LTD.
ORDER NUMBER 09-5436

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 17th day of June, 2014, between D AND E DEVELOPMENT INC, a Illinois Corporation, whose address is PO Box 55, Mokena, Illinois 60448 ("Mortgagor"), and First Community Bank and Trust whose address is 1111 Dixie Hwy, P.O. Box 457, Beecher, Illinois 60401 ("Lender").

First Community Bank and Trust and Mortgagor entered into a Mortgage dated June 17, 2009 and recorded on July 13, 2009, filed for record in records of COUNTY of COOK, State of Illinois, with recorder's entry number 0919447054 ("Mortgage"). The Mortgage covers the following described real property:

Address: 131 Berry Street, Park Forest, Illinois 60466

Legal Description: LOT 2 IN BLOCK 7 IN LINCOLNWOOD SUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS, ON AUGUST 7, 1957 AS DOCUMENT NUMBER 16978902 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES FOR COOK COUNTY, ILLINOIS, ON AUGUST 7, 1957 AS DOCUMENT NUMBER LR1752498; AS SUPPLEMENTED BY SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON OCTOBER 25, 1957 AS DOCUMENT NUMBER 17048360 AND FILED IN SAID REGISTRAR'S OFFICE ON OCTOBER 25, 1957 AS DOCUMENT NUMBER LR1765892; AS SUPPLEMENTED BY SECOND SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON NOVEMBER 13, 1957 AS DOCUMENT NUMBER 17064455; AS AMENDED BY AMENDMENT TO SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON FEBRUARY 14, 1958 AS DOCUMENT NUMBER 17134004 AND FILED IN SAID REGISTRAR'S OFFICE ON FEBRUARY 14, 1958 AS DOCUMENT NUMBER LR1781984; AND AS AMENDED BY SECOND AMENDMENT TO SUPPLEMENT TO PLAT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 25, 1958 AS DOCUMENT NUMBER 17243556 AND FILED IN SAID REGISTRAR'S OFFICE ON JUNE 25, 1958 AS DOCUMENT NUMBER LR1802981, IN COOK COUNTY, ILLINOIS.

Parcel ID/Sidwell Number: 31-24-438-004-0000 VOL. NO.: 179

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- MATURITY DATE EXTENDED TO JUNE 17, 2019.

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Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

D AND E DEVELOPMENT INC

By: Robert Dieringer Date: 6/17/14
Its: President

By: William Ernst Date: 6/17/14
Its: Secretary

Witnessed by:

Name: Date:

Name: Date:

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BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF WILL)

This instrument was acknowledged on the 17th day of June, 2014, by Nicole Squier, AVP-Mortgage Loans on behalf of First Community Bank and Trust, a(n) Illinois corporation, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

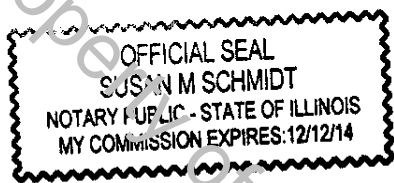
My commission expires: *12/12/14*

residing at _____,

Susan M. Schmidt

Will County, IL

(Official Seal)



THIS INSTRUMENT PREPARED BY:
First Community Bank and Trust
Susan Karstensen Loan Processor
1111 Dixie Hwy., P.O. Box 457
Beecher, IL 60401

AFTER RECORDING RETURN TO:
First Community Bank and Trust
Nicole M. Squier, AVP-ML
1111 Dixie Hwy., P.O. Box 457
Beecher, IL 60401