

# UNOFFICIAL COPY

Doc#: 1633047342 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/25/2016 12:32 PM Pg: 1 of 2

## PREPARED BY/MAIL TO:

AJ SMITH FSB  
14757 S CICERO AVE  
MIDLOTHIAN, IL 60445  
0020782900

032079211

## LOAN MODIFICATION AND EXTENSION AGREEMENT

This is a Loan Modification and Extension Agreement ("Agreement") dated as of October 18, 2016 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and EDWARD J HOLNDONER JR AND THERESA M MADEJ, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of Dollars \$176,000.00. Mortgagor's obligation to repay said loan is evidenced by a promissory note dated 05/14/2009 ("Note") and is secured by a mortgage ("Mortgage") dated 05/14/2009 and recorded in the Recorder's Office of COOK County Illinois as Document No. 0914112038 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as:

PARCEL 1: THE NORTH 32.17 FEET OF THE SOUTH 44.00 FEET OF THE EAST 60.00 FEET OF THAT PART OF LOT 83 LYING WEST OF A LINE DRAWN 41.05 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 83 IN PHEASANT CHASE WEST TOWNHOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHEASANT CHASE WEST TOWNHOMES, A PLANNED UNIT DEVELOPMENT, DATED NOVEMBER 2, 1990 AND RECORDED NOVEMBER 7, 1990 AS DOCUMENT 90542314 AND CREATED BY DEED FROM HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE BREMEN BANK, A/T/U/T/A DATED MAY 12, 1988 K/A TRUST NUMBER 88-3316 TO THERESA M MADEJ AND EDWARD J HOLNDONER JR, RECORDED MAY 9, 1996 AS DOCUMENT 96354094, FOR INGRESS AND EGRESS 27-34-117-078

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

Mortgagor has asked Mortgagee to reduce the rate and change the maturity date of the Note and Mortgage and Mortgagee is willing to reduce the rate and change the maturity date of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the promises herein set forth, the parties hereto acknowledge and agree as follows:

1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of 3.250% percent per annum.
2. Commencing December 01, 2016 and on the 1ST day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of principal and interest in the sum of Dollars (\$854.58).
3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable on November 01, 2036, (the "Maturity Date").

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- 4. None of the rights of Mortgagee under the Loan Documents shall be prejudiced by reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.
- 5. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

IN WITNESS WHEREOF, Mortgagor has executed this Agreement October 18, 2016.

*Edward J. Holndoner Jr.*  
 EDWARD J HOLNDONER JR

*Theresa M Madej*  
 THERESA M MADEJ

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that EDWARD J HOLNDONER JR and THERESA M MADEJ, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal October 18, 2016.

SUSAN M. COLEMAN

Notary Public, State of Illinois

My Commission Expires 01/18/2017

My Commission Expires:

*Susan M Coleman*

IN WITNESS WHEREOF, Mortgagee has executed this Agreement October 18, 2016.

A.J. SMITH FEDERAL SAVINGS BANK

BY: *Dorcas G Manuel, VP*

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do hereby certify that, S, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal October 18, 2016.

"OFFICIAL SEAL"

SUSAN M. COLEMAN

Notary Public, State of Illinois

My Commission Expires 01/18/2017

My Commission Expires:

*Susan M Coleman*