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MORTGAGE MODIFICATION and/or EXTENSION AGREEMENT

Loan# 61312

Return to and Prepared By: FEDERATED BANK P.O. Box B 107 N. Chestnut Onarga, IL 60955



Doc# 1912313004 Fee \$42.25

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/03/2019 09:47 AM PG: 1 OF 2

THIS AGREEMENT made this <u>21st day of March</u>, <u>2019</u> by and between <u>FEDERATED BANK</u>, a banking corporation organized and existing under the laws of the State of Illinois, party of the first part, and <u>John C Eggert</u>, as <u>Trustee of the John C Eggert Trust Dated May 24, 1977 and John C Eggert and Sherri A Eggert, his wife, as Joint Tenants, parties of the second part, WITNESSETH:</u>

WHEREAS, the parties of the second part have heretofore mortgaged unto the part of the first part certain lands and premises which are described in a certain indenture of Mortgage bearing the date March 20, 2014 which Mortgage is recorded in the Office of the Recorder of Deeds for Cook County, State of Illinois as Document Number 1620/10000 recorded on July 22, 2016 and re-recorded February 6, 2017 as Document Number 17037100, which Mortgage is made a part hereof by reference and the same is now due and payable.

LEGAL DESCRIPTION:

Parcel 1: Lot 16 in Block 1 in the Oak Glen Park Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2: Lot 15 in Block 1 in the Oak Glen Park Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 3: Lots 17 and 18 in Block 7 in Lansing Park, A subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 30 and part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 31, All in Township 36 North, Range 15, East of the Third Principal Meridian, According to the Plat Thereof Filed in the Registrar's Office of Cook County, Illinois on April 19, 1922 as No. 152084.

PIN(S): 30-31-120-039-0000; 30-31-120-040-0000; 30-31-204-038-0000; 30-31-204-039-0500

PROPERTY ADDRESS(ES): 2540 Ridge Road, Lansing, IL 60438; 2536 Ridge Road, Lansing, IL 60438; & 17842 Park Ave, Lansing, IL 60438

WHEREAS, the parties of the second part are unable to make payment in full of the amount due said party of the first part under said Mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of \$10.00 dollar(s) and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. That the date of the final payment on the said Mortgage upon which there is at this time a balance of \$241,278.34 due, is hereby extended to March 21, 2024; provided however, that said parties of the second part shall pay to apply on said debt, the sum of \$2,003.60 dollars on April 21, 2019 and \$2,003.60 on the same day of each month thereafter. Said



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payments to be first applied to the balance of interest due at the rate of 5.75 per cent per annum from March 21, 2019 and the remainder to the balance of principal until paid in full.

- 2. That, not withstanding the foregoing provisions or anything to the contrary contained in said Mortgage, if the parties of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided, then after such default has occurred, the party of the first part may declare the balance then unpaid on said Mortgage due and payable forthwith, and may foreclose said Mortgage due and payable forthwith, and may foreclose said Mortgage in accordance with the terms, conditions, and provisions thereof.
- 3. Returned Items. You may be charged \$50.00 if you pay your promissory note with a check, draft, electronic payment, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.
- 4. That the terms, conditions and provisions of said Mortgage are hereby ratified and confirmed in all respects, matters, and things except wherein the same are modified by this instrument.
- 5. That this rareement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS THEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by a qualified Bank Officer this 21st day of March, 2019, and the parties of the second part have signed this agreement this 21st day of March, 2019.

Federated Bank

(first party)

(second party

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of the John C. Eggert Trust Dated May 24, 1977

State of Illinois

County of Kankakee

SS:

On this 21st day of March, 2019, before me, personally appeared Steven K Wedig, to me personally known, who being sworn did say that he is the Assistant Vice President of FEDERATED BANK, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of directors and that said instrument is the free act and deed of said corporation.

And on the same day appeared **John C Eggert** to me known to be the parties of the second part, described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

Commission expires 4-21-19

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"OFFICIAL SEAL" DANIELLE MEEHAN Notary Public, State of Illinois My Commission Exp. 4-21-19