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

Peotone Bank
Peotone, IL

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(15150)

MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this **23rd day of January, A.D., 2008** 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 **Donna L. Kats and Conrad G. Kats, husband and wife**, of the County of **Cook**, State of **Illinois**, party of the second part witnesseth:

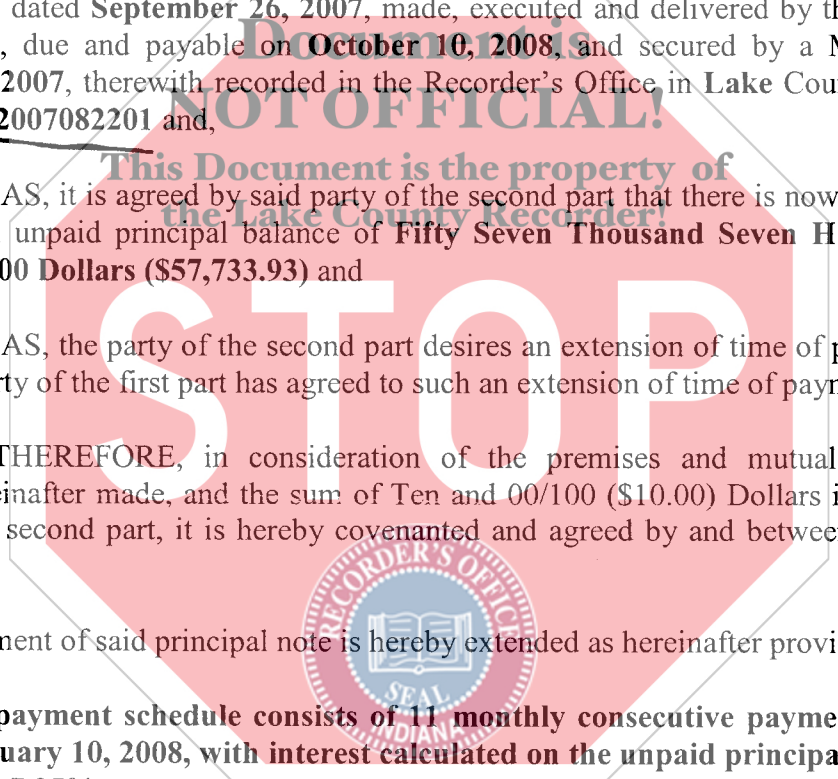
WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated **September 26, 2007**, made, executed and delivered by the said party of the second part, due and payable on **October 10, 2008**, and secured by a Mortgage dated **September 26, 2007**, therewith recorded in the Recorder's Office in **Lake County, Indiana**, as **Document No. 2007082201** and,

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note an unpaid principal balance of **Fifty Seven Thousand Seven Hundred Thirty Three and 93/100 Dollars (\$57,733.93)** 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.
2. Borrower's payment schedule consists of **11 monthly consecutive payments of interest, beginning February 10, 2008, with interest calculated on the unpaid principal balance at an interest rate of 7.25% per annum; and one payment of all unpaid principal plus interest due on January 10, 2009, together with any other unpaid amounts under the Note.**
3. Late charges are to be 5% of the late payment or \$10.00, whichever is greater, after 10 days of the scheduled payment.



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4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 2007082201** 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. 2007082201**.

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 Trust Officer 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*
G. Duane Carder, Sr. Vice President

Attest: *Joyce E. Werner*
Joyce E. Werner, Asst. Trust Officer



Donna L. Kats
Donna L. Kats
Conrad G. Kats
Conrad G. Kats

GRANTEE'S ADDRESS: *3103 197th ST, LYNWOOD, IL 60411*
...See Legal Description on Exhibit "A" attached...

Exhibit "A"

LOT 1, IN WEST CREEK SUNRISE LTD. AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92, PAGE 75, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Address: 15150 W. 153rd Street, Cedar Lake, IN 46303

PIN: Unit # 10, Key # 1-229-1



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**, Sr. Vice President and **Joyce E. Werner**, Assistant Trust Officer 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.

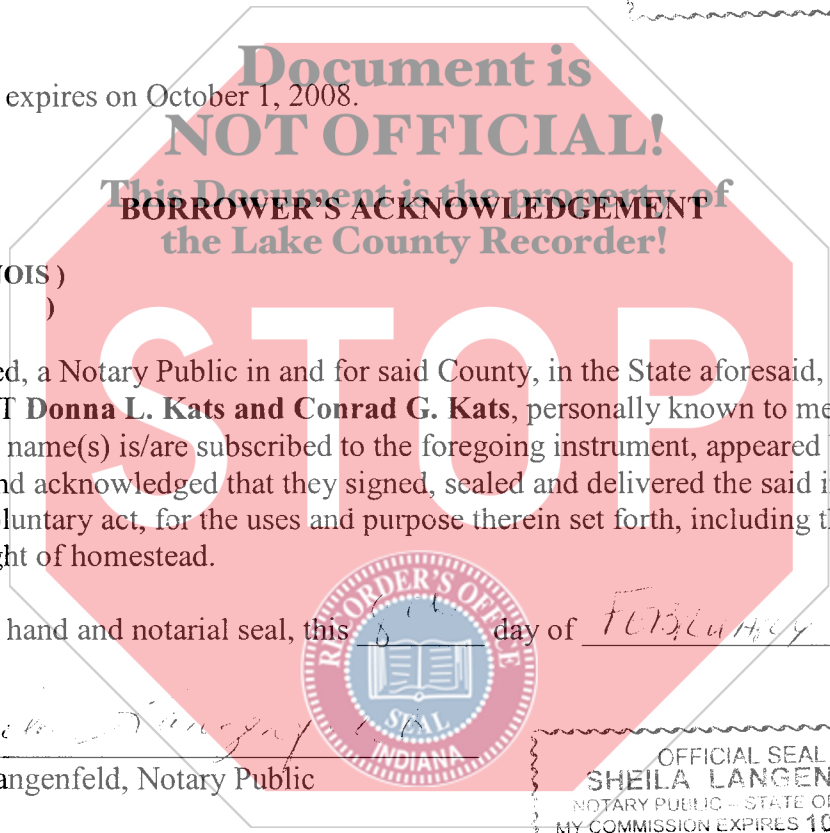
Given under my hand and notarial seal, this 5th day of FEBRUARY, 2008

Sheila Langenfeld
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2008.



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 **Donna L. Kats and Conrad G. Kats**, 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 5th day of FEBRUARY, 2008

Sheila Langenfeld
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2008.