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Prepared by Florence L Morales

MAIL TO:
Peotone Bank & Trust Co. 2009 055200
200 W. Corning Avenue
Peotone, IL 60468

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 AUG 11 AM 8:49

MICHAEL A. BROWN
RECORDER

Loan No. 715870

MODIFICATION AGREEMENT

AGREEMENT made this 30th day of July, A.D., 2009 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 **Jose M Rojas and Samantha Rojas**, of the village of **Orland Park, County of Cook, and 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 **April 30, 2008**, made, executed and delivered by the said party of the second part, due and payable on **April 30, 2009**, and secured by a Mortgage(s) dated **April 30, 2009** therewith recorded in the Recorder's Office in **Lake County, Indiana**, as **Document No. 2008 037607**, and previously Modified on **February 2, 2009** and recorded as **Document No. 2009 012551**, and

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note a Line of Credit in the amount of **Two Hundred and Ninety Thousand and 00/100 Dollars (\$290,000.00)** with an unpaid principal balance of **Two Hundred and Eighty Seven Thousand Nine Hundred and Forty Eight and 57/100 Dollars (\$287,948.57)** and principal balance remains unchanged.

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 two consecutive interest payments, beginning August 30, 2009 with interest calculated on the unpaid principal balances at an interest rate of 7.25% per annum; one payment of all unpaid principal plus interest due on October 30, 2009.

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3. Late charges are to be 5% of the late payment or \$10.00; whichever is greater, after 10 days of the scheduled payment.

4. That the aforesaid payments and interest shall be secured by the **Mortgage** recorded as **Document No. 2008 037607** with **Lake County Recorder** 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(s) heretofore executed by them and recorded in said Recorder's office as **Document No. 2008 037607**.

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, Sr. Vice President

Attest:


Joyce E. Werner, Asst. Trust Officer


Jose M. Rojas,


Samantha Rojas,

...See Legal Description on Exhibit "A" attached

INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **Jose M. Rojas and Samantha Rojas**, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of July, 20 09.

By Diane Moss Diane Moss Residing at 200 S. Wacker Drive Chicago IL 60606
Notary Public in and for the State Of ILLINOIS

My Commission Expires



STATE OF ILLINOIS **Instrument is the property of the Lake County Recorder!**
COUNTY OF Will

On this 3rd day of July, 2009 before me, the undersigned Notary Public, personally appeared **G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer** known to me to be, authorized agents for the Lender that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he and she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said leader.

Given under my hand and official seal this 3rd day of July, 20 09.

By Stoena L Morales Residing at 200 W. Corning Ave, Peotone, IL. 60468.

Notary Public in and for the State Of Illinois

My Commission Expires 9-9-12

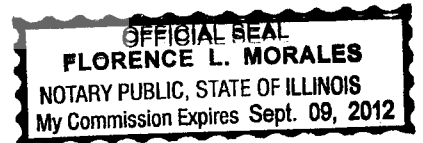


Exhibit "A"

Legal Description:

Lake County Property

Lots 28 and 29, in Block 15, in Dalecarlia, as per plat thereof, recorded in Plat Book 22 Page 18, In the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as **1021 N. Lakeview, Lowell, IN 46356.**

The Real Property tax identification number is **Taxing Unit 2, Key No. 3-96-27 and 28.**

