

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

2009 082109

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 DEC 11 AM 9:01

MICHAEL A. BROWN  
RECORDER

1400086720  
(4908)

**MODIFICATION & EXTENSION AGREEMENT**

AGREEMENT made this **18th** day of **November 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 **Corinne A. Donley**, an unmarried woman, whose address is **114 Hickory St., Frankfort, IL**, of the **County of Will, 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 **November 18, 2007**, made, executed and delivered by the said party of the second part, due and payable on **May 18, 2008**, and secured by a Mortgage dated **November 18, 2007**, therewith recorded in the Recorder's Office in **Lake County, Indiana**, as **Document No. 2007101333 (\*)** and,

- \* Assignment of Rents dated **11-18-2007** recorded as Document # **2007101332**
- \* Modification of Mortgage dated **05-18-2008** recorded as Document # **2008044717**
- \* Modification of Mortgage dated **11-18-2008** recorded as Document # **2008084396**
- \* Modification of Mortgage dated **05-18-2009** recorded as Document # **2009040371**

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 Twenty Five Thousand and 00/100 Dollars (\$225,000.00)** with an unpaid principal balance of **Two Hundred Twenty One Thousand Eight Hundred Nineteen and 99/100 Dollars (\$221,819.99)** and

WHEREAS, the party of the second part desires a principal increase of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** for a total principal amount of **Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00)** to allow for completion of construction, and the party of the first part has agreed to such an extension of time of payment.

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

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2. Borrower's payment schedule consists of the following: one payment of \$240,000.00 due on May 18, 2010, with interest calculated on the unpaid principal balance at an interest rate of 7.00%; together with any other unpaid amounts under the Note.

3. Late charges are to be 5% of the late payment or \$25.00 whichever is greater, after 10 days of the scheduled payment.

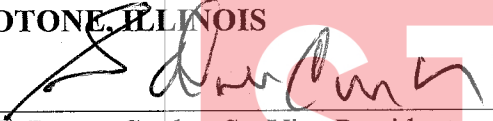
4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 2007101333** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall 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. 2007101333**.

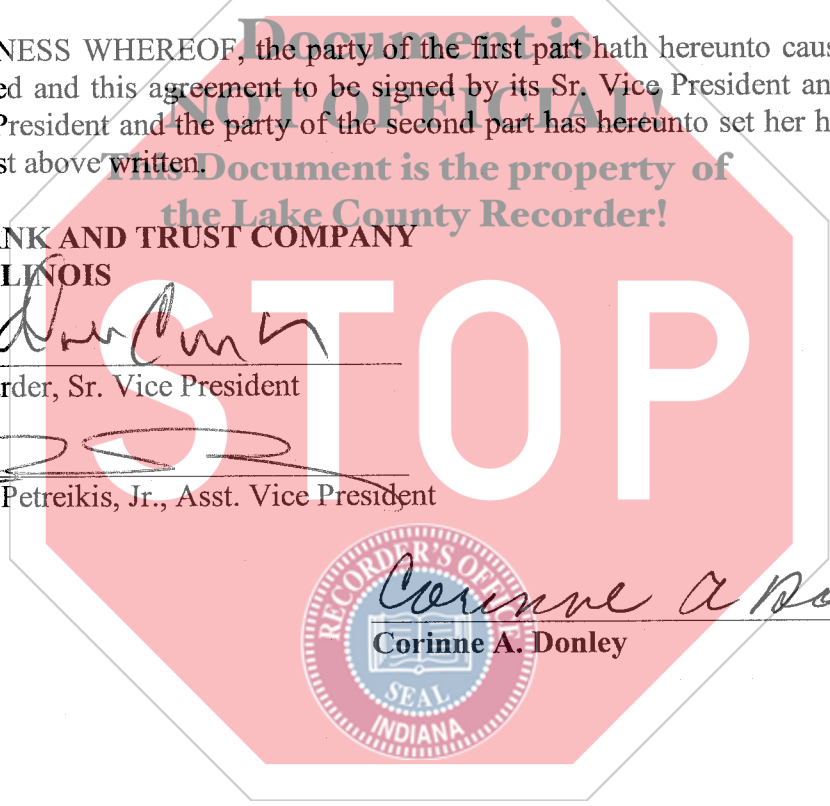
This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

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 Vice President 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:   
James A. Petreikis, Jr., Asst. Vice President



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

**Exhibit "A"**

LOT 4, IN BLOCK 8, SUBDIVISION OF THE EAST 1510.2 FEET OF THE NORTH 1320 FEET OF THE NORTHWEST 1/4 SECTION 32, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN EXCEPT THE EAST 201 FEET THEREOF, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 18 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Common Address: 4908 Northcote Avenue  
East Chicago, IN 46312

PIN: 24-30-0164-0003



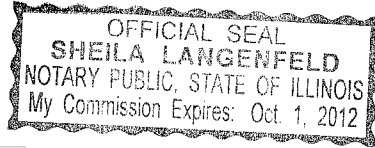
**LENDER'S ACKNOWLEDGEMENT**

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 **James A. Petreikis, Jr.**, Assistant Vice President 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.

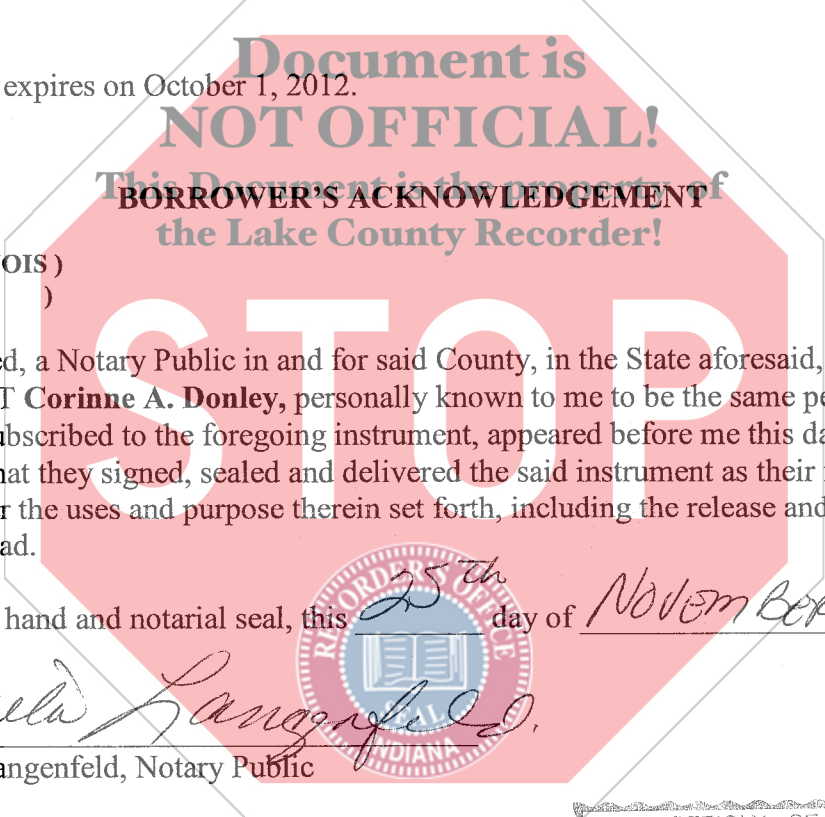
Given under my hand and notarial seal, this 25<sup>th</sup> day of NOVEMBER, 2009.

*Sheila Langenfeld*  
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2012.



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 **Corinne A. Donley**, 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 25<sup>th</sup> day of NOVEMBER, 2009.

*Sheila Langenfeld*  
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2012.