

UNOFFICIAL COPY

EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT Made this 1st day of December, 1993 by and between William J. Wheaton and Caroline M. Wheaton herein referred to as Mortgagors and Heritage Bank Formerly known as Heritage Bank Crestwood owner and holder of the note secured by the following described Real Estate.

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain Mortgage dated the 27th day of April, 1992, and recorded in the office of the Recorder of Deeds, of Cook County Illinois, on May 4, 1992, as Document Number 92-102836 conveying the following described premises to Heritage Bank Crestwood, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said mortgagors dated April 27, 1992, payable in the sum of \$80,000.00 as therein provided:

(Legal Description)

Lot 36 in Block 4 in Phase 3, Laramie Square Number 3, Unit 1, being a Subdivision of part of the North 1/2 of Section 34, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-04-117-035

COMMONLY KNOWN AS: 12822 S. Blossom Drive - Alsip, Illinois 60658

AND WHEREAS SAID Mortgage securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and Mortgage, and to an extension of the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said Mortgage be and the same is hereby modified to show the next payment due on the 1st day of January, 1994, with the final payment, if not sooner paid, due on the 1st day of May 2007, with monthly payments of \$723.70 including principal, interest and escrow at the rate of 7.00% percent per annum.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Note and Mortgage shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in the event of default in the payment of principal or interest due under said Note as herein modified, or in the event of failure to perform any and all of the agreement contained in said Mortgage as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice or demand; that all the rights and obligations under said Mortgage as modified shall extend to and be binding on the successors and assigns of the parties hereto.

WITNESS the hand _____ and seal _____ of mortgagors, this day and year above written

William J. Wheaton

WILLIAM J. WHEATON

Caroline M. Wheaton

CAROLINE M. WHEATON

02053782

COOK COUNTY
RECORDER
ESSE WHITE
RIDGEMEN OFFICE

3350

UNOFFICIAL COPY

STATE OF ILLINOIS)
SS.
County of Cook)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that William J. Wheaton and Caroline M. Wheaton who are personally known to me to be the same persons whose names subscribe to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December 1993.

Suzanne F. Ward
NOTARY PUBLIC
HERITAGE BANK CRESTWOOD

ATTEST:

BY: J. E. Drennen BY: Karen Freeman
J. E. Drennen Karen Freeman
Vice President Loan Officer

STATE OF ILLINOIS)
SS.
COUNTY OF Cook)

"OFFICIAL SEAL"
Suzanne F. Ward
Notary Public, State of Illinois
My Commission Expires July 1, 1997

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. E. Drennen of Heritage Bank Crestwood and Karen B. Freeman of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Loan Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Loan Officer then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument a his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of December 1993.

Suzanne F. Ward
NOTARY PUBLIC

RETURN TO:
Heritage Bank Crestwood
13500 S. Cicero Ave.
Crestwood, Il. 60445
Loan #54015

THIS DOCUMENT WAS PREPARED BY:
Karen Freeman

"OFFICIAL SEAL"
Suzanne F. Ward
Notary Public, State of Illinois
My Commission Expires July 1, 1997



02053782

COOK COUNTY
RECORDER
ESSE WHITE
REGISTERED OFFICE

0001
RECORDING # 23.00
MAIL # 0.50
03053782 #
SUBTOTAL 23.50
CHECK 23.50

12/21/93 2 PURC CTR 0005 MCH 12:59