

EXTENSION AND MODIFICATION AGREEMENT
UNOFFICIAL COPY

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This Agreement made this 15th day of January
by and between Heritage Trust Company as Successor Trustee to Heritage County Bank and
Trust Trustee Under Trust #2626

herein referred to as "Trustee", and Heritage Bank Crestwood
owner and holder of the note secured by the following described Mortgage

WITNESSETH:

That Whereas Trustee heretofore executed a certain Mortgage
dated the 20th day of December, 1984, and Recorded in
the Office of the Recorder of Deeds Of Cook County, Illinois, on the 9th
day of January, 1985 as Document Number 27401235, conveying the
following described premises to Heritage Bank Crestwood,
an Illinois Corporation, to secure payment of a certain Principal Promissory
Note executed by said Trustee dated December 20th, 1984, payable in the sum of
\$ 60,000.00 as therein provided:

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(Legal Description)

The South 1/13 of the North 13/16 of the East 1/2 of the Northeast 1/4
(Except the East 50 feet as measured at right angles to the center line of Roberts Road)
of Section 11, Township 37 North, Range 12, east of the Third Principal Meridian, in Cook
County, Illinois.

Common Address: 10024 S. Roberts Road, Palos Hills, IL.

PTN #23-11-401-042, 23-11-401-043

DEPT-91 RECORDING \$12.00
T#5555 TRAN 6914 92/15/90 16:20:00
#2999 * * -90-076473
COOK COUNTY RECORDER

And Whereas said Mortgage securing said Principal
Promissory Note is a valid and substantive 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 Note & Mortgage be and
the same is hereby modified to show the first payment due on the 15th day of
February, 1990, with the final payment, if not sooner paid, due on the
15th day of January, 1995, at a rate of 10.5% with a
monthly payment of \$712.49 (Principal & Interest) and escrow of \$497.51 making a total monthly
payment of \$1,210.00.

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 event of default in the payment of
principal or interest due under the agreements contained in said Note & 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 Note & Mortgage
as modified shall extend to and be binding on the successors and assigns of Bank
and the successors and assigns of Trustee.

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UNOFFICIAL COPY

Heritage Trust Company as Successor trustee to
Heritage County Bank & Trust Company u/t#2626

This Agreement is executed by Heritage Trust Company as Successor trustee to Heritage County Bank & Trust Company u/t#2626 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full power and authority to execute this instrument and that nothing herein or in said Note contained shall be construed as creating any liability on said Heritage Trust Co. either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as Heritage Trust Co. either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said Heritage Trust Co.

Dated at Tinley Park Illinois this 15th day of January 1990

HERITAGE TRUST COMPANY

as Trustee as aforesaid, and not personally

By: Linda Lee Lutz
Land Trust Supervisor

ATTEST:

Joseph P. Fulton
(Assistant) Secretary

STATE OF ILLINOIS)
SS.
County of Cook)

I, Beth O'Hagan a Notary Public, in and for said county, in the State aforesaid, DO HEREBY CERTIFY, that Linda Lee Lutz, Land Trust Supy, Heritage Trust Co. and Joseph P. Fulton, Asst. Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Supervisor & Asst. Secretary 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 of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Secretary 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 as 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 15th day of January 1990

Beth O'Hagan
(NOTARY PUBLIC)

By: John E. Leahy
Senior ~~Assistant~~ Vice President

ATTEST: Joseph F. Specht
~~Assistant~~ Loan Officer



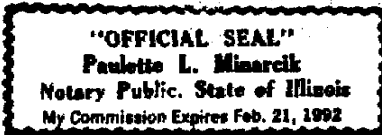
STATE OF ILLINOIS)
SS.
County of Cook)

I, the undersigned Beth O'Hagan a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY, that John E. Leahy of HERITAGE BANK CRESTWOOD and Joseph F. Specht of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President & 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 Secretary then and there acknowledged that he as custodian of the corporate seal of said bank to said instrument as 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 15th day of January 1990

Paulette L. Minarcik
(NOTARY PUBLIC)

THIS INSTRUMENT PREPARED BY: Joseph F. Specht
MAIL TO: HERITAGE BANK CRESTWOOD
13500 S. Cicero Ave.
Crestwood, IL 60445



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