

UNOFFICIAL COPY

EXTENSION/MODIFICATION AGREEMENT

95706481

This Agreement made this 15th day of
August, 1995 by and between
John Crissey, Single

(hereinafter referred to as
"MORTGAGOR(S)") and HERITAGE
BANK (hereinafter referred to as
"MORTGAGEE"), OWNER and HOLDER
of the Note secured by the following described
Real Estate:

THE ABOVE SPACE FOR RECORDER'S USE ONLY

PARCEL 1: UNIT NO. 16631 IN FAIRFAX CONDOMINIUM TOWNHOMES AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND: LOTS 2, 3, 4, AND 5, IN SANDIDGE COURT PHASE ONE BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FIRST NATIONAL BANK OF BLUE ISLAND AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1988 AND KNOWN AS TRUST NO. 88042 AND STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 3, 1994 AND KNOWN AS TRUST NO. 14386 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 94938352 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER ALL OF THE COMMON AREA, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP.

PIN #: 28-19-401-016 (P&OP)

COMMONLY KNOWN AS: 16631 FAIRFAX COURT, TINLEY PARK, IL

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WITNESSETH:

THAT WHEREAS Mortgagor(s) heretofore executed a certain ~~Trust Deed~~ / Mortgage dated the 31st day of January, 1995 and recorded in the office of the Recorder / ~~Registrar~~ of Deeds of Cook County, Illinois, on February 6, 1995 as Document Number 95098060 conveying the above described property HERITAGE BANK, an Illinois Corporation, to secure payment for certain Promissory Note ("Note") executed by said Mortgagor(s) dated January 31, 1995 payable in the sum of \$129,600.00 as therein provided.

AND WHEREAS SAID ~~Trust Deed~~ / Mortgage securing said Note(s) is a valid and subsisting lien on the property described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said ~~Trust Deed~~ / Mortgage and to the Extension and/or Modification of the original terms of payment of said Note(s).

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 and ~~Trust Deed~~ / Mortgage be and the same is hereby modified to show,

Effective August 15, 1995, a new interest rate of 7.875%, with a new principal and interest payment of \$480.63 commencing on August 29, 1994, and every two weeks thereafter, with all other conditions remaining the same.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Note(s) and ~~Trust Deed~~ / Mortgage shall remain unchanged and in full force and effect for and during said 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(s) as herein modified, or in the event of failure to perform any and all of the agreements contained in said Note(s), 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, and that all the rights and obligations under said Note(s) and ~~Trust Deed~~ / Mortgage, as modified, shall extend to and be binding on the successors and assigns of the parties hereto.

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