#### EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of April, 1995, by and between Temulac, Inc. herein referred to as Borrower and LaSalle National Bank as T/U/T #10-18140-09 herein referred to as Mortgagore and Heritage Bank formerly known as Heritage Bank and Trust Co. owner and holder of the note secured by the following described real estate: Plasatin HATIORAL TRUST, N.A. Successor Trusten to

THAT PART OF BLOCK 21 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIA 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SOUTH NORMAL (FORMERLY BUTLER STREET) AND WEST 35TH STREET IN CHICAGO; THENCE SOUTH ALONG EAST LINE OF SOUTH NORMAL AVENUE 631.50 FEET FOR A PLACE OF SEGINNING; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF WEST 35TH STREET, 300.8 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SOUTH NORMAL AVENUE, 320.29 FEET: THENCE WEST 300.8 FEET ALONG A LINE DRAWN TO A POINT IN THE EAST LINE OF SOUTH MORMAL AVENUE WITH POINT IS 311.1 FEET SOUTH OF THE SOUTH LINE OF WEST 35TH STREET; THENCE SOUTH ALONG THE EAST LINE OF SOUTH NORMAL AGENUE, 120.4 FEET TO THE PLACE OF BEGINNING, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SOUTH NORMAL AVENUE 497.52 FEET SOUTH OF THE SOUTHEAST CORNER OF SOUTH NORMAL AVENUE AND WEST 35TH STREET, THENCE SOUTH ALONG SAID EAST LINE, 133.98 FEET TO A POINT 631.50 FEET SOUTH OF SAID SOUTHEAST COREST, THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST 35TH STREET AFCRESAID 300.8 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SOUTH MORMAL AVENUE AFORESAID 133.18 FEET; THENCE WESTERLY 300.8 FEET TO THE POINT OF BEGINNING, IN COOK Clarks COUNTY, ILLINOIS.

PIN # 17-33-306-009

COMMON ADDRESS: 3545 S. NORMAL, CHICAGO, IL. 60609

THAT WHEREAS Mortgagors, heretofore executed vocertain Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest dated the 22th day of February, 1990 and recorded in the office of the Recorder of Cook County, Illinois, on March 7, 1990 as Document Numbers 90105209 & 90105210 conveying the previously described premises to Heritage Bank and Trust Company an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Borrowers dated February 22, 1990, payable in the sum of \$75,000.00 as therein provided.

AND WHEREAS SAID Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest securing said principal Promissory Note are valid and subsisting liens on the premises described therein,

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AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said <u>Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest</u> 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 and Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest be and the same are hereby modified to show the 1st payment is due on the 1st day of May 1725, with the final payment, if no sooner paid, due on April 1, 1997. Payments of principal and interest in the amount of \$776.00 plus tax escrow monthly on the outstanding principal balance. Interest owing at the rate of 10.00% fixed per annum.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS Or said Note and Mortgage and Assignment of Rents and Collateral Assistment of Beneficial Interest 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 agreements contained in said Mortgage and Assignment of Reuts and Collateral Assignment of Beneficial Interest 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 and Assignment of Rents and Collateral Assignment of Beneficial Interest as modified shall extend to and be binding on the successors and assigns of the parties hereto

WITNESS the hand and seal mortgagors this day and year above written.

This agreement is executed by LaSallo National Bank as T/U/T #10-18140-09 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 Note and Mortgage and Assignment of Rests and Collateral Assignment of Beneficial Interest 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 LaSallo National Bank as T/U/T #10-18140-09 either individually, or as Trustee, or its successors

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personally are concerned, the holder of said Note, or of any indebtedness accuring hereunder shall look solely to the premises herein described for payment of sums due, or the enforcement of the lien created by said Mortgage and Assignment of Rents and Collateral Assignment of Beneficial Interest.

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	Dated this 6	day of CA	1995
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STATE OF ILLINOIS )	ss.		
COUNTY OF COOK	<b>33</b> 1		
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I, the undersig	med, a Notary	Public, in a	nd for said County,
in the State aforesa and Amily A. SINCA	na, do nereby	certify that	H CHAR
and John State Courat	as of Las	alle National	<u> </u>
18140-09, personally	known to me t	o be the name	persons whose names
are subscribed to the	e foregoing ins	strument as su	ich im Ville Philippe
and "" Bush bed	r a l'wt'R	respective	ly, appeared before
me cura day in persor	n and acknowled	agea that they	y signed, sealed and
delivered the said in and as the free an	nscrument as t	neir own free	and voluntary act,
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therein set forth; and did also then and the	nere acknowled	ge that he/s	ne, as custodian of
the corporate seal,	did affix the	said corpora	ate seal of to said
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and voluntary act, f	or the uses a	nd purposes t	herein set forth.
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COUNTY OF COOK

I, the indernigned a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Edward Woike President of Temulac, Inc. who is personally known to me to be the same person whose name is subscribed to the foregoing instaument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notariel Sual this 15 day of Coll 1995

ELIZABETH ZAVVACIO

MY COMMIGSICH I CC 290004

LAPINES: June 29, 1897

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**LPBETTA** 

Assistant Secretary

First Vice President

STATE OF ILLINOIS)
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William N. Masterson of Heritage Bank, and John E. Leahy of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary and First Vice President, 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 Vice President then and there acknowledged that he as custodian of the corporate seal

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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 20th day of apply

#### "OFFICIAL SEAL"

Janct Jo Smith Notary Public, State of Illinois My Commission Repires Oct. 18, 1998

RETURN 10:

Heritage Bank 12015 S. Western Blue Island, IL. 60406 Atn: Lorraine Capparelli

COOK COUNTY JESSE WHOLL
MARKHAM OFFICE RECORDER

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