

**EXTENSION/MODIFICATION
AGREEMENT**

97578280

This Agreement made this 1st day of
May, 1997 by and between
Heritage Trust Co. Trustee Under
Trust #2038

(hereinafter referred to as "TRUSTEE") and
HERITAGE BANK, formerly known as

THE ABOVE SPACE FOR RECORDER'S USE ONLY

an Illinois banking corporation (hereinafter referred to as "LENDER"), Owner and Holder of the Promissory Note(s) ("Note(s)") secured by a mortgage on the following described Real Estate:

Lots 54 to 57, and 59 to 73 in Marylake Estates Unit 3, being a Resubdivision of Part of Lot 1 in Marycrest, being a Subdivision of Part of the Northeast 1/4 and Part of the Southeast 1/4 of Section 4, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #31-04-40-029-0000

Common Address: Unit #3 190th Street and Marylake Lane, Country Club Hills,
Illinois 60478

O'CONNOR TITLE
SERVICES, INC.

0808077

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IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF SAID NOTE(S) AND (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) 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) (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) 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(s) and (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) as herein modified, shall extend to and be binding on the successors and assigns of the Lender and the successors and assigns of the Trustee.

Property of Cook County Clerk

08282526

The maturity date shall be extended from 5-1-97 to 5-1-98, at which date the entire principal balance and all accrued interest will be due and payable in full. Payments consisting of accrued interest shall continue to be due quarterly beginning 8-1-97 and continuing quarterly thereafter until the entire principal and accrued interest balance is paid in full. All other terms and conditions of the original Note and Mortgage shall remain the same.

NOW THEREFORE, in consideration of the property and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree that said Note(s) and (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) be and the same is hereby modified as follows:

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note(s) and (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) and of the original terms of payment of said Note(s).

AND WHEREAS SAID (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) securing said Note(s) is a valid and subsisting lien on the property described therein.

THAT WHEREAS Trustee heretofore executed a certain (PROCEEDS / MORTGAGE / ASSIGNMENT) / MODIFICATION) and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on August 17, 1995 as Document Number 95558215 conveying the above described premises to Lender to secure payment of that certain Note(s) dated 8-17-95 payable in the sum of Two Hundred Eighty-Four Thousand Eight Hundred (\$ 284,800.00) as therein provided.

WITNESSETH:

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This Agreement is executed by Heritage Trust Co. Not Personally but as Trustee u/t/a dated 8-24-79 and Known as Trust #2038 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and as such 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. Not Personally but as Trustee u/t/a dated 8-24-79 and Known as Trust #2038 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 therein contained, all such liability, if any being expressly waived by Lender and by every person now or hereinafter claiming any right hereunder, and as far as Heritage Trust Co. Not Personally but as Trustee u/t/a dated 8-24-79 and Known as Trust #2038 either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing here under 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. Not Personally but as Trustee u/t/a dated 8-24-79 and Known as Trust #2038

Dated this 1st day of May, 19 97.

Heritage Trust Co. Trustee u/t/a dated 8-24-79 and Known as Trust #2038 as Trustee aforesaid, and not personally

BY: Linda Lee Lutz
Land Trust Officer

ATTEST:
BY: Donna J. Wroblewski
Assistant Secretary Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

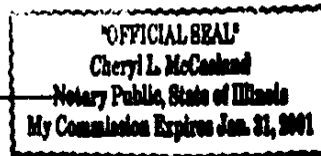
5th day of August 1997

On this ~~1st day of May, 1997~~, before me, the undersigned Notary Public, personally appeared Linda Lee Lutz Land Trust Officer and Donna J Wroblewski Assistant Secretary of Heritage Trust Company Not Personally but as trustee under trust agreement dated 8-24-79 and Known as trust #2038, and known to me to be authorized agents of the corporation that executed the Extension and acknowledged the Extension to be the free and voluntary act and purposes therein mentioned, and on oath stated that they are authorized by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Extension and in fact executed the Extension on behalf of the corporation.

By: [Signature] Residing _____

Notary Public in and for the State of Illinois

My Commission expires _____



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Paulette Minarick
Heritage Bank
12015 S. Western, Blue Island, IL 60406

THIS DOCUMENT PREPARED BY and RETURN TO:

OFFICIAL SEAL
Lorraine Caporale
Notary Public, State of Illinois
My Commission Expires 12-30-1997

Paulette Minarick
Notary Public

Given under my hand and Notarial Seal, this 25 day of May 1997

I, the undersigned, a Notary Public, in and for said County, and State, DO HEREBY CERTIFY, THAT James T. Conlin Vice President of HERITAGE BANK and Cheryl A. Rutgens Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they, in their respective capacities, signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Heritage Bank, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he/she as custodian of the Bank Seal, do affix the Seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

ATTEST: HERITAGE BANK
By: *James T. Conlin*
James T. Conlin
By: *Cheryl A. Rutgens*
Cheryl A. Rutgens

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and for purposes of liability limited to that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HERITAGE TRUST COMPANY

Linda Lee Tute
Land Trust Officer

Donna J. Koblewski
Assistant Secretary Trust Officer

97578280

Clerk's Office