

EXTENSION/MODIFICATION AGREEMENT

This Agreement made this 7th day of

September, 1987 by and between
American National Bank and Trust

Company Not Personally but as
Trustee Under Trust #120549-04

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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

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:

SEE LEGAL DESCRIPTION ATTACHED

PIN #31-06-301-004, 31-06-301-005, 31-06-400-001, 31-06-401-001, 31-06-402-001

COMMON ADDRESS: RIDGELAND TO I-80 TO OAK PARK AVENUE, TINLEY PARK, IL 60477

O'CONNOR TITLE SERVICES, INC.
7304-51

WFO

UNOFFICIAL COPY

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF SAID NOTE(S) AND (MORTGAGE / MORTGAGE / ASSIGNMENT OF REVENUE / INTEREST) 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) (MORTGAGE / MORTGAGE / ASSIGNMENT OF REVENUE / 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(S) AND (MORTGAGE / MORTGAGE / ASSIGNMENT OF REVENUE / INTEREST) 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

The maturity date shall be extended from 9-7-97 to 9-7-98 at which date the entire principal balance and all accrued interest shall be due and payable in full. Payments consisting of accrued interest shall continue to be due monthly beginning 10-7-97 and shall continue every month thereafter until the entire principal and accrued interest balance is paid in full. All other terms and conditions of the original Note 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 (Mortgage / Mortgage / Assignment of Revenue / 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 (Mortgage / Mortgage / Assignment of Revenue / Modification) and of the original terms of payment of said Note(s);

AND WHEREAS SAID (Mortgage / Mortgage / Assignment of Revenue / Modification) securing said Note(s) is a valid and subsisting lien on the property described therein.

as therein provided.

September 5, 1995 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on September 11, 1995 as Document Number 95-605073 and 95-605074 conveying the above described premises to Lender to secure payment of that certain Note(s) dated September 5, 1995 payable in the sum of \$840,000.00

WITNESSETH:

UNOFFICIAL COPY

This Agreement is executed by American National Bank & Trust Co. Trustee Under Trust #120549-04

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 American National Bank & Trust Company Trustee Under Trust #120549-04

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 American National Bank & Trust Company Trustee Under Trust #120549-04

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 American National Bank & Trust Co. Trustee Under Trust #120549-04

Dated this 7th day of September, 19 97.

American National Bk & Tr Co. T/U/T #120549-04 as Trustee aforesaid, and not personally

BY: Mark De Grazia

ATTEST:

BY: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 13th day ~~September~~ ^{November}, 1997 before me, the undersigned Notary Public, personally appeared Land Trust Officer and Assistant Secretary of American National Bank and Trust Company Not Personally but as Trustee Under Trust #120549-04, and known to me to be authorized agents of the corporation that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or 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 instrument and in fact executed the instrument on behalf of the corporation.

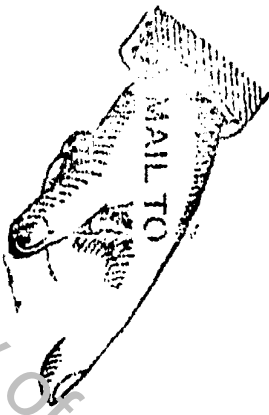
By Jocelyn Geboy Residing _____

Notary Public in and for the State of Illinois

My commission expires _____

"OFFICIAL SEAL"
JOCELYN GEBUY
Notary Public, State of Illinois
My Commission Expires 10/9/2001

97869908



Pauline Minarck
Heritage Bank
12015 S. Westm, Blue Island, IL 60406

THIS DOCUMENT PREPARED BY and RETURN TO:

OFFICIAL SEAL
Pauline L. Minarck
Notary Public, State of Illinois
My Commission Expires 01-13-2001

Notary Public in and for the State of Illinois
My commission expires 1-13-01

By Pauline L. Minarck Residing Blue Island

On this 7th day of September, 1997, before me the undersigned Notary Public, personally appeared Danielle Walters, Vice President, and William Masterson, Assistant Secretary of Heritage Bank and known to me to be the First Vice President and Assistant Secretary of the corporation that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on each stated that they are authorized to execute this instrument and in fact executed the instrument on behalf of the corporation.

STATE OF ILLINOIS)
COUNTY OF COOK)

By William Masterson
By Danielle Walters
HERITAGE BANK

ATTEST:

Exhibit "A"

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, THE EAST 203.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, ALL NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE NORTH 40 ACRES OF THE FOLLOWING TWO PARCELS TAKEN AS ONE TRACT:

(A) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6,

(B) THAT PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6, THAT LIES EAST OF THE EAST LINE OF OAK PARK AVENUE)

ALSO THE NORTHEAST FRACTIONAL 1/4 OF SECTION 6, THE NORTHWEST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, ALL SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS 1, 2, AND C:

EXCEPTION PARCEL 1

A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, A PART OF THE SOUTHEAST FRACTIONAL 1/4 AND A PART OF THE EAST 203.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, ALL NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, 191.31 FEET WESTERLY FROM THE INTERSECTION OF SAID NORTH LINE AND THE INDIAN BOUNDARY LINE, THENCE SOUTHWESTERLY 531.38 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,849.58 FEET AND SUBTENDED BY A LONG CHORD HAVING BEARING OF SOUTH 75 DEGREES 32 MINUTES 45 SECONDS WEST AND A LENGTH OF 511.20 FEET, THENCE SOUTH 74 DEGREES 04 MINUTES 10 SECONDS WEST 308.49 FEET; THENCE SOUTHWESTERLY 806.43 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,879.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 85 DEGREES 04 MINUTES 39 SECONDS WEST AND A LENGTH OF 805.79 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 24 SECONDS WEST 214.15 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 28 SECONDS WEST 200.06 FEET; THENCE SOUTH 09 DEGREES 11 MINUTES 35 SECONDS WEST 604.16 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 27 SECONDS WEST TO THE WEST LINE OF SAID EAST 203.19 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE NORTH 01 DEGREES 23 MINUTES 33 SECONDS WEST 1,000.80 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 TO THE SOUTH LINE OF THE NORTH 40 ACRE TRACT ABOVE DESCRIBED; THENCE EASTERLY 155.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 01 DEGREES 23 MINUTES 33 SECONDS EAST 100.93 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS EAST 422.26 FEET; THENCE NORTHEASTERLY 521.82 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,579.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 86 DEGREES 19 MINUTES 39 SECONDS EAST AND A LENGTH OF 521.63 FEET; THENCE NORTH 85 DEGREES 18 MINUTES 38 SECONDS EAST 391.12 FEET; THENCE NORTHEASTERLY 34.67 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,604.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 79 DEGREES 28 MINUTES 15 SECONDS EAST AND A LENGTH OF 34.67 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE 96.97 FEET SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE 672.71 FEET EASTERLY ALONG SAID LINE NORTH TO THE POINT OF BEGINNING, INCLUDING ANY VACATED STREET AND/OR ALLEY AND EXCEPTING ANY LEGAL HIGHWAY AND/OR STREET

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXCEPTION PARCEL 2:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 6, THE NORTHWEST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, ALL SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 6 WITH THE THE INDIAN BOUNDARY LINE; THENCE SOUTHWESTERLY ALONG THE SAID INDIAN BOUNDARY LINE, A DISTANCE OF 46.59 FEET TO A POINT OF BEGINNING, THENCE ALONG THE AFORESAID COURSE. A DISTANCE OF 133.80 FEET TO A POINT, THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 20 MINUTES 39 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 23.28 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 186 DEGREES 33 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 142.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 120 DEGREES 53 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 363.6 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE INDIAN BOUNDARY LINE A DISTANCE OF 631.19 FEET TO A POINT THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 157 DEGREES 27 MINUTES 01 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 506.00 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 183 DEGREES 44 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 349.22 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 68 DEGREES, 39 MINUTES, 32 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 698.58 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 179 DEGREES 43 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 332.24 FEET TO A POINT; THENCE NORTHERLY ALONG THE WEST LINE OF RIDGELAND AVENUE TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

EXCEPTION PARCEL "C"

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE AND OF THAT PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE WHICH LIES EAST OF THE EAST LINE OF OAK PARK AVENUE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE NORTH 40 ACRES OF THE HEREIN ABOVE DESCRIBED 2 PARCELS TAKEN AS A SINGLE TRACT OF LAND AT A POINT 105 FEET EAST OF THE WEST LINE OF THE AFORESAID PART OF THE EAST 203.19 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 6. THENCE SOUTH 01 DEGREES 23 MINUTES 33 SECONDS EAST 100.93 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS EAST 422.26 FEET, THENCE NORTHEASTERLY 521.82 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 5,579.58 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 86 DEGREES 19 MINUTES 39 SECONDS EAST AND A LENGTH OF 521.63 FEET; THENCE NORTH 85 DEGREES 18 MINUTES 38 SECONDS EAST 391.12 FEET, THENCE NORTHEASTERLY 34.67 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 5,604.53 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 79 DEGREES 28 MINUTES 15 SECONDS EAST AND A LENGTH OF 34.67 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THENCE 46.80 FEET NORTHERLY ALONG THE SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 40 ACRES, THENCE WEST ALONG THE SAID SOUTH LINE OF THE AFORESAID NORTH 40 ACRES 1368.37 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office