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mod/est t 11/01/97

LOAN NUMBER - 72-1408 - 70

MODIFICATION AND/OR EXTENSION AGREEMENT

THIS INDENTURE made the <u>lst</u> day of <u>October</u>, 1997, by and between <u>PINNACLE BANK</u>. A State Banking Association the owner of the mortgage or trust deed hereinafter described, and the Note or Notes secured thereby, and James E. and Margaret M. Walsh husband and wife, the owner or owners of the real estate hereinafter described and encumbered by said mortgage or trust deed ("OWNER");

WITNESSETH& CSERVED B.B.

1. The parties hereby agree to extend or modify the terms of payment of the indebtedness evidenced by the principal promissory Note of the Owner in the amount of ONE HUNDRED THOUSAND THOUSAND AND NO/100 DOLLARS (\$100.000.00) dated JANUARY 26, 1996. (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded FEPRUARY 22, 1996 in the office of the Recorder of Deeds, COOK County, Illinois, as Document Number 96135636 to certain real estate in Cook County, Illinois and described as follows:

Lot 21 in Block 1 in Komarek's West 22nd Street 5th Addition, being a subdivision of part of the east 1/2 of the Northeast 1/4 of Section 27, Township 39 North, Range 12, East of The Third Principal Meridian, in Cook County, Illinois.

P.I.N. 15-27-207-021 ADDRESS: 2259 S. 10th Ave., North Riverside IL 60546

- 2. The amount remaining unpaid on the indebtedness is \$48,415.00 (the "Indebtedness").
- 3. The interest charged on the Note is 7.75% per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:
- a. \$48,415.00 at the rate of 7.75% per annum on the basis of a year consisting of 360 days;
- b. and the entire principal sum and interest from November 1, 1997 shall be payable as follows:

Principal and Interest payments of \$ 455.72 (Four hundred fifty five dollars and .72 cnets) beginning on the 1st day of December 1997, and the 1st day of each month thereafter for the 178 (one hundred seventy eight) consecutive months and;

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A final payment of the remaining principal and interest balance due and payable on November 1, 2012,

4. This agreement is supplementary to said Mortgage or Trust Deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, or any other Security Document shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said Mortgage or Trust Deed, or any other Security Document. The provisions of this indenture shall inure to the benefit of any holder of said Note and shall pind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, hereby waives and releases all rights and benefits under and by virtue of the Homestead Examption Laws of the State of Illinois with respect to said real estate:

IN WITNESS WHFREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

APPROVED BY : PINNACLE BANK

JUAN C HERNANDEZ

ASST. VICE PRESIDENT

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STATE OF ILLINOIS COUNTY OF COOK

I. THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES E. AND MARGARET M. WALSH, husband and wife, personally known to me to be the same persons whose names are subscirbed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under hand and Notarial Seal this

day of

"OFFICIAL SEAL"

JULISSA I. LLERENAS

Notary Public. State of Learnis

My Commission Expires 6/3/2000

NOTARY PUBLIC

STATE OF ILLINOIS COUNTY OF COOK

I, THE UNDERSIGNED a Notary Public in and for and residing in said County, in the State aforesaid, Do HEREBY CERTIFY THAT JUAN C. HERNANDEZ, Asst. Vice President of Pinracle Bank, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth.

Geven/under hand and Notarial Seal this

day of

"OFFICIAL SEAL"
JULISSA I TELEMENAS
Notary Public, St. 19
My Commission Expires 6/3, 1000

annument the

NOTARY PUBLIC

INSTRUMENT PREPARED BY: JUAN C. HERNANDEZ - ASST. VICE PRESIDENT PINNACLE BANK

6000 W. CERMAK ROAD

CICERO, IL 60650

RETURN TO: PINNACLE BANK

R.D. BOX 1135

LAGRNAGE PARK IL 60525

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