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EXTENSION/MODIFICATION AGREEMENT

97934342

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Cook County Recorder

25.50

This Agreement made this 1st day of

October, 1997 by and between

James Malecky

THE ABOVE SPACE FOR RECORDER'S USE ONLY

(hereinafter referred to as "MORTGAGOR(S)") and HERITAGE BANK, formerly known as _____

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

Lots 15, 16, 49 to 51 in Indian Boundary Subdivision, being a Subdivision of part of fractional Section 28, N of the Indian Boundary Line, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook Count, Illinois

PIN# 28-28-404-023 to 025, 28-28-414-015 & 016

Common Address: Lot 15, 16, 49 to 51 Indian Boundary Subdivision, Oak Forest, IL 60452

O'CONNOR TITLE
SERVICES, INC.

12.197.0

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WITNESSETH:

THAT WHEREAS Mortgagor(s) heretofore executed a certain (Trust Deed / Mortgage / Assignment of Rents / Modification), dated 10/19/95 and recorded in the office of the Recorder / Registrar of Deeds of Cook County, Illinois, on 10/19/95 as Document Number 95738834 & 95738835 conveying the above described property to Trustee / Mortgagee to secure payment for that certain Note executed by said Mortgagor(s) dated 10/19/95 payable in the sum of Four Hundred and Fifty Thousand Dollars (\$ 450,000.00) as therein provided.

AND WHEREAS SAID (Trust Deed / Mortgage / Assignment of Rents / Modification) 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 / Assignment of Rents / Modification) and 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 that said Note(s) and (Trust Deed / Mortgage / Assignment of Rents / Modification) be and the same is hereby modified as follows:

The maturity date shall be extended from 10/1/97 to 3/1/98, 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 11/1/97, 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 and Mortgage shall remain the same.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Note(s) and (Trust Deed / Mortgage / Assignment of Rents / 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) 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 / Assignment of Rents / Modification) as herein modified, shall extend to and be binding on the successors and assigns of the parties hereto.

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WITNESS the hands and seals of Borrower and Mortgagee(s) this day and year written above.

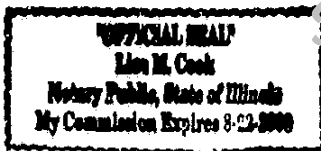
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By: *James Malecky*
James Malecky
By: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT James Malecky and _____, who are personally known to me to be the same person(s) and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of October, 1997



Lisa M. Cook
Notary Public

ATTEST: HERITAGE BANK

By: *Danielle Walters*
Danielle Walters

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

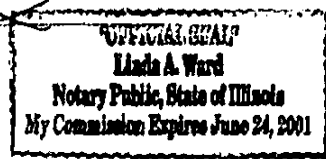
By: *William Masterson*
William Masterson

I, the undersigned, a Notary Public, in and for said County, and State, DO HEREBY CERTIFY, THAT Danielle Walters, _____ Vice President of HERITAGE BANK and William Masterson

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 did 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.

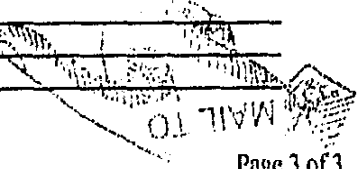
Given under my hand and Notarial Seal, this 1st day of October, 1997

Linda A. Ward
Notary Public



THIS DOCUMENT PREPARED BY and RETURN TO:

Linda A. Ward
Heritage Bank
122015 S. Western Ave.
blue Island IL 60406



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Property of Cook County Clerk's Office

