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RECORDATION REQUESTED BY:
Heritage Bank
11900 South Pulaski Road
Alsip, IL 60406

PREPARED BY:
WHEN RECORDED MAIL TO:
Heritage Bank
Attn..: Linda Ward
12015 S. Western Ave.
Blue Island, IL 60406

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EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of October 1997, by and between Melvin Wells herein referred to as "Borrower" and Heritage Trust Company as "Trustee", and Heritage Bank formerly known as Heritage Bank Crestwood, owner and holder of the note secured by the following described real estate:

See Attached for Heritage Trust Co. #2922 and Trust #2923

THAT WHEREAS, Trustee heretofore executed certain Collateral Assignments of Beneficial Interest in Heritage Trust Company T/U/T #2922 dated 10/7/86 in the amount of $85,000 and 6/26/89 in the amount of $150,000 and accepted in the office of Heritage Trust Company, 17500 S. Oak Park Avenue, Tinley Park, Illinois of Cook County, Illinois on 10/23/86 and 6/26/89 conveying the following described premises to Heritage Bank f/k/a Heritage Bank Crestwood an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Borrower dated October 1, 1993, payable in the sum of $109,200 as therein provided.

AND WHEREAS SAID Collateral Assignment of Beneficial Interests securing said principal Promissory Note are valid and subsisting liens on the premises described therein, previously modified as document number 96977185.

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note and Collateral Assignment of Beneficial Interest 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 Assignment of Beneficial Interest by and the same is hereby modified to show the 1st payment due on the 1st day on November 1997 with the final payment, if not sooner paid, due in the 1st day of June, 1998, with monthly payments of $1,000.00 including principal and the outstanding interest owing the rate of 8.50% (fixed) per annum.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF said Note and Collateral Assignments 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 payments 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 Note and Collateral Assignments 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 Collateral Assignment of Beneficial Interest as

CONNOR TITLE SERVICES, INC.
7363-18

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modified shall extend to and be binding on the successors and assigns of Bank and the successors and assigns of Trustee.

THIS AGREEMENT is executed by Heritage Trust Company not personally, but as Trustee 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 Heritage trust Company either individually, or as Trustee personally to pay the covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by hereunder, and as far as Heritage Trust Company either individually, or as trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums sue or the enforcement of the lie created by said Collateral Assignments of Beneficial Interest.

DATED this 1st day of October 1997.

Heritage Trust Company, as Trustee, and not personally under Trust Nos. 2922 and 2923.

BY: ATTEST:

Authorized Signer, ~~Land~~ Trust Officer Assistant Secretary

Corporate Acknowledgment

STATE OF IL)
)ss
COUNTY OF Cook)

On this 23rd day of Dec, 1997 before me, the undersigned Notary Public, personally appeared **Authorized Signer and Authorized Signer, ~~Land~~ Trust Officer and Assistant Secretary of Heritage Trust Company not personally but under Trust Agreements dated October 7, 1986 Known as Trust Numbers 2922 & 2923**, 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 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 Extension and in fact executed the Extension on behalf of the corporation.

By Beth O'Hagan Residing at Tinley Park

Notary Public in and for the State of IL

My Commission expires _____

"OFFICIAL SEAL"
Beth O'Hagan
Notary Public, State of Illinois
My Commission Expires Feb. 25, 2001

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BORROWER:

Melvin Wells

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 12th day of December, 1997, before me, the undersigned Notary Public, personally appeared **Melvin Wells** 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 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 Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Lisa Wittenauer Residing at 17500 S. Oak Park Ave.

Notary Public in and for the State of Illinois

My commission expires

ATTEST:

By: John E. Leahy
John E. Leahy, First Vice President

By: Cheryl A. Rutgens
Cheryl A. Rutgens, Assistant Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 1st day of Oct., 1997, before me, the undersigned Notary Public, personally appeared **John E. Leahy, First Vice President and Cheryl A. Rutgens, Assistant Secretary of Heritage Bank** 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 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 Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Paulette Minarcik Residing at Blue Island

Notary Public in and for the State of Illinois

My commission expires 1-13-01

"OFFICIAL SEAL"
Paulette L. Minarcik
Notary Public, State of Illinois
My Commission Expires 01-13-2001

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HTC #2923

Parcel 1

Lot 19 in Block 12 in Lincoln Manor Fourt Addition, a subdivision of that part of the East 1/2 of the NOrth East 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, which lies north of Midlothian Turnpike, in Cook County, Illinois.

Address: 13748 Redvale, Robbins, Illinois 60472
Permanent Real Estate Tax Identification #28-03-212-050

Parcel 2

Lot 29 in Block 8 in Lincoln Manor fourth addition subdivition of the EAst 1/2 of the North East 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, which lies north of Midlothian Turnpike in Cook County, Illinois

Address: 4124 W. 136th Pl., Robbins, IL 60472
Permanent Real Estate Tax Identification #28-03-208-029

Parcel 3

Lot 24 in Block 1 in Blue Island Highlands Second Addition, being a subdivision of the East ½ of the North West ¼ of the South West ¼ of Section 2, Township 36 North, Range 14 East of the Third Principal Meridian, and of Lot 13 and that part of Lot 11, lying South of Public Road as now laid out and used in Egan's Subdivision in the North West ¼ of Section 2, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 13832 Avers, Robbins, Illinois 60472
Permanent Real Estate Tax Identification #28-02-111-038

HTC #2922

Lots 34 to 38 inclusive in Block 17 in Orchard Ridge Addition to South Harvey Subdivision of South 1/2 of the North West 1/4 of Section 36, Township 36 North, Range 14, East of the Third Principal Meridian, also East 1/2 of the S.E. 1/4 of the N.E. 1/4 and East 16 feet of the N.E. 1/4 of the N.E. 1/4 of Section 25, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 17043 Annetta St., Hazel Crest, Illinois.

Address: 17043 Annetta St., Hazel Crest, IL 60429
Permanent Real Estate Tax Identification #28-25-207-057

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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

Norma A. Wroblewski
~~ASST~~ Trust Officer

~~Trust Officer~~/
Assistant Secretary

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