5606/0019 81 001 1997-12-31 14:25:35

Cook County Recorder

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. Westerne Westerne Blue Island, IL 60406

EXTENSION AND MODIFICATION AGREEMENT

THIS AGREFMENT 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 here ofore 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 or fice of Heritage Trust Company, 17500 S. Oak Park Avenue, Tinley Park, Illinois of Cook County, Illinois on 17/23/86 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 Berrover dated October 1, 1993, payable in the sum of \$109,200 as therein provided.

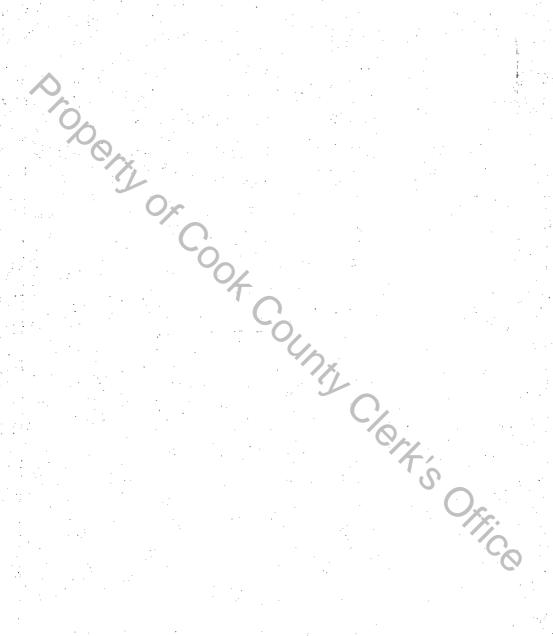
AND WHEREAS SAID <u>Collateral Assignment of Bene scial Interests</u> securing said principal Promissory Note are valid and subsisting liens on the premises described therein, previously modified as document number 96977185.

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 at 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

SERVICES, INC.



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.

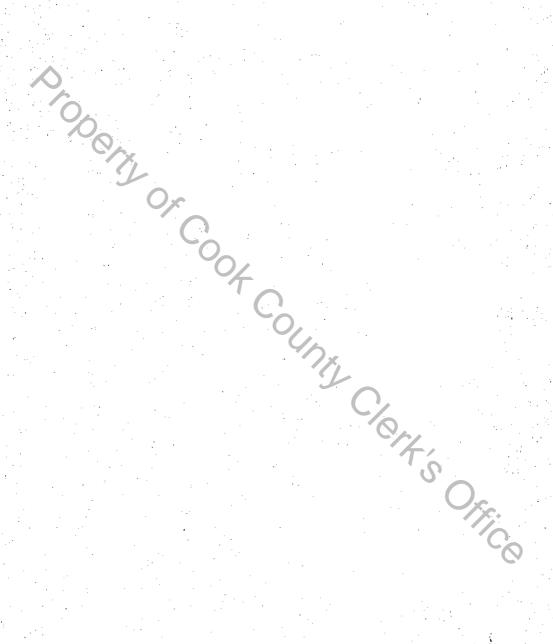
ATTEST;

DATED this 1st day of October 1997.

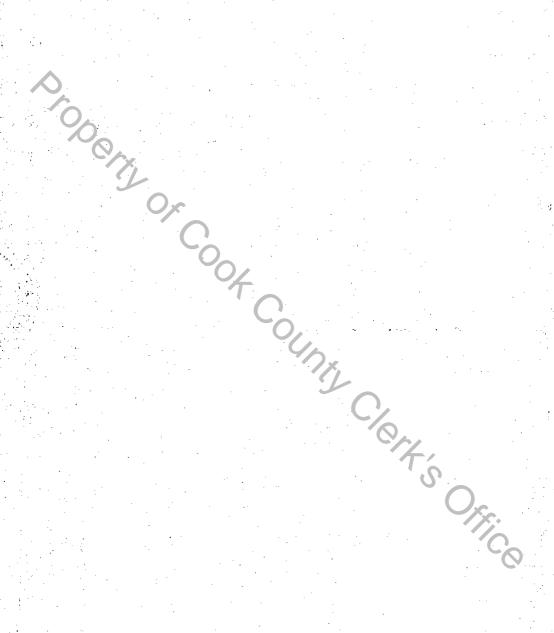
BY:

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

Nanna W. L. Valleunki Dumer Shu	
Authorized Signer, Jane Trust Offic r Assistant Secretary	
Chest.	
Corporate Acknowledgment	
STATE OF	
COUNTY OF (OO)	
On this 3 17 day of	
Notary Public in and for the State of	
My Commission expires	
OFFICIAL SEAL Beth O'Hagan Notary Public, State of Illinois My Commission Expires Feb. 25, 2601	



BORROWER:		
Melvin Wells.		
CORPORATE ACKNOWLEDGMENT		
STATE OF IliNois)		
COUNTY OF Cook) ss		
On this Aday of December 1997, before me, the undersigned Notary Public, person appeared Melvin Wells and known to me to be authorized agents of the corporation that executed Extension and acknowledged the Extension to be the free and voluntary act and deed of the corporation authority of its Pylaws or by resolution of its board of directors, for the uses and purposes the mentioned, and on each stated that they are authorized to execute this Mortgage and in fact executed Mortgage on behalf of the corporation.	the n, by erein	
By Lin Watthews. Residing at 17500 S. Onk Park 4	lul.	
Notary Public in and for the State of		
My commission expires		
ATTEST:		
By: John E. Leahy, First Vice President Sv. Clay O. Rutgens Cheryl A. Rutgens, Assistant Secretar		
CORPORATE ACKNOWLEDGMENT		
T'		
STATE OF <u>Elinsis</u>) COUNTY OF <u>Cask</u>) SS		
On this day of	age and y of l on	
By Paulitte Minarcik Residing at Blue Island		
Notary Public in and for the State of <u>Illinus</u> Paulette L Minarcik		
My commission expires 1-13-0 Notary Public, State of Illinois My Commission Expires 01-13-2001		



HTC #2923

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

Address: 1374% 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 publivition of the Bast 1/2 of the North Bast 1/4 of Section 3. Township 36 North, Range 13 Bast of the Third Principal Meridian, which lies north of Midlothian Turprise in Cook County, Illinois

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

Parcel 3
Lot 24 in Block ! in Blue Island Highlands Second Addition, being a subdivision of the Best i of the North West i 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 cut and used in Egan's Subdivision in the North West i of Section 2. Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 13832 Avers, Robbins, Illimois 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 Marroy Subdivision of South 1/2 of the Westh West 1/4 of Section 6, Township 36 North, Ronge 14, Rast of the Third Principal Heridian, size East 1/2 of the 8.8.
1/4 of the R.2. 1/4 and East 16 feet of the H.S. 1/4 of the H.E. 1/4 of Secise 25, Township 36 North, Ronge 13. East of the Third Principal Heridian, in Cook County, Illinois, commonly knows so 17043 Assetts \$c., Rasel Great, Illinois.

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

Dropenty of Coot County Clart's Office

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 warranty, or on account of any indemnity, representation, covenant, uncertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and Clart's Office released.

HERLTAGE TRUST COMPANY

rust Officer

Assistant Secretary

