

# UNOFFICIAL COPY

## EXTENSION/MODIFICATION AGREEMENT

RECORDING  
125.51  
97050375

This Agreement made this 20th day of  
October, 1996 by and between  
James A. Malecky

97050375  
97050375

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

THE ABOVE SPACE FOR RECORDERS USE ONLY

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, 50 AND 51 IN INDIAN BOUNDARY SUBDIVISION, BEING A SUBDIVISION OF PART OF  
FRACTIONAL SECTION 28, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 36 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 28-28-404-023 to 025, 28-28-414-015 + 016  
COMMON ADDRESS: LOTS 15, 16, 49, 50 AND 51 IN INDIAN BOUNDARY SUBDIVISION  
OAK FOREST, ILLINOIS 60452

25  
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(459329) RI-15274  
REI TITLE SERVICES

97050375

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WITNESSETH:

THAT WHEREAS Mortgagor(s) heretofore executed a certain ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~, dated 10/19/95 and recorded in the office of the Recorder ~~(19990000)~~ of Deeds of Cook County, Illinois, on 10/19/95 as Document Number 95738834 and 95738835 conveying the above described property to Trustee ~~(19990000)~~ to secure payment for that certain Note executed by said Mortgagor(s) dated October 19, 1995 payable in the sum of Four Hundred Fifty Thousand and No/100 (\$ 450,000) as therein provided.

AND WHEREAS SAID ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~ 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 ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~ 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 ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~ be and the same is hereby modified as follows:

The maturity date shall be extended from October 20, 1996 to February 20, 1997, at which date the entire principal balance and all accrued interest will be due and payable in full. Payments consisting of accrued interest shall continue to be due monthly beginning November 20, 1996 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.

Cook County Clerk's Office

976.0.026

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Note(s) and ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~ 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 ~~(19990000)~~ / Mortgage / Assignment of Rents ~~(1999000000)~~ as herein modified, shall extend to and be binding on the successors and assigns of the parties hereto.

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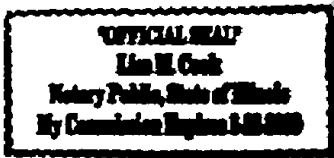
WITNESS the hands and seals of Mortgagor(s) this day and year written above.

By: *James A. Malecky*  
James A. 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 A. 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 purposed therein set forth.

Given under my hand and Notarial Seal this 20th day of October, 1996



*Lisa M. Cook*  
Notary Public

ATTEST: HERITAGE BANK

By: *Howard Kockler*  
Howard Kockler - Vice President

By: *William Masterson*  
William Masterson - Ass't. Secretary

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

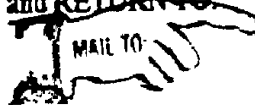
I, the undersigned, a Notary Public, in and for said County, and State, DO HEREBY CERTIFY, THAT Howard Kockler, \_\_\_\_\_ Vice President of HERITAGE BANK and William Masterson

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 20th day of October, 1996

*Pattie Conley*  
Notary Public

THIS DOCUMENT PREPARED BY and RETURN TO:



Pattie Conley  
C/O Heritage Bank - Blue Island  
12015 S. Western Avenue  
Blue Island, Illinois 60406

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