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45088 # DR # -97-324720
COOK COUNTY RECORDER

Prepared by and Mail to:
U.S. Bank, An Illinois Banking Corp.
16255 S. Harlem Avenue
Tinley Park, Illinois 60477

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 1st day of March, 19 97 between U.S. BANK, AN ILLINOIS BANKING CORPORATION, SUCCESSOR BANK TO TINLEY PARK BANK, AN ILLINOIS BANKING CORPORATION hereinafter called Bank, and Herman Sachtleben and Mary A. Sachtleben, his wife as joint tenants the Obligor(s) under the Note and the Owner(s) of the property securing the same, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of FORTY SEVEN THOUSAND AND NO/100 (\$47,000.00) DOLLARS, dated February 20, 1992, secured either in whole or in part by Mortgage(s) recorded as Document No. (S) 92165584 covering property as described below:

LOT 1 IN BLOCK 4 IN ORLAND HILLS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 27-03-205-001-0000

Common Address: 13601 S. Elm, Orland Park, Illinois 60462

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the parties hereto agree as follows:

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- (X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from March 1, 1997 to March 1, 2002.
- (X) As of the date hereof, the amount of the principal indebtedness is FORTY THREE THOUSAND SEVEN HUNDRED NINETY NINE AND 74/100 (\$43,799.74) DOLLARS.
- (X) The rate of interest charged under the Note is hereby de creased from NINE percent (9.00 %) per annum to EIGHT AND ONE HALF percent (8.50 %) per annum. The default rate of interest shall be de creased by a like amount.
- () The rate of interest charged under the Note is hereby _____ creased from _____ percent (_____ %) per annum in excess of the Prime Rate of the Bank to _____ percent (_____ %) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than _____ percent (_____ %) per annum. The default rate of interest shall be _____ creased by a like amount.
- (X) The installments of principal and interest shall be changed beginning APRIL 1, 1997, to a payment of THREE HUNDRED EIGHT DOLLARS AND 10/100 (\$380.10) DOLLARS, and a like payments on the 1st day of each every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on March 1, 2002.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date 1st year first above written

BANK:

SECOND PARTY:

U.S. BANK, AN ILLINOIS BANKING CORP.

BY: Diane R. Nagel
Diane R. Nagel, Vice President

BY: Herman Sachtleben
Herman Sachtleben

BY: Candice L. Fowers
Candice L. Fowers, AVF Operations

BY: Mary A. Sachtleben
Mary A. Sachtleben

Consented to by Guarantors

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STATE OF ILLINOIS)
) ss LENDER
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above name DIANE R. NAGEL, VICE PRESIDENT and CANDICE L. FOWERS, AVP OPERATIONS persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of March, 1997.

Joanne M Nesci
Notary Public



STATE OF ILLINOIS)
) ss INDIVIDUALS
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Herman Sachtleben and Mary A. Sachtleben personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of March, 1997.

Joanne M Nesci
Notary Public



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