

UNOFFICIAL COPY

97387472

EXTENSION/MODIFICATION AGREEMENT

1000 7665341

DEPT-01 RECORDING \$27.00  
T\$0012 TRAN 5305 06/02/97 12:34:00  
#7468 \$ ER #-97-387472  
COOK COUNTY RECORDER

This Agreement made this 1st day of  
April 1997 by and between  
Cole Taylor/Drovers I/k/a Drovers  
National Bank of Chicago Trustee  
Under Trust #670

2700

(hereinafter referred to as "TRUSTEE") and  
HERITAGE BANK, formerly known as

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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

Parcel 1: Lot 4 (Except the East 20 feet thereof) in Homewood Estates, being a subdivision of the Southeast 1/4 of the Southeast 1/4 (Except the South 520 feet of the East 520 feet and except the North 165 feet thereof) in Section 33, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Lot 10 in Homewood Estates being a subdivision of the Southeast 1/4 of the Southeast 1/4 (Except the South 520 feet of the East 520 feet and except the North 165 feet thereof) in Section 33, Township 36 North, Range 13 East of the Third Principal Meridian, excepting therefrom the following described portion of Lot 10: Beginning at the Southeast corner of Lot 10; thence North along the East line of said Lot 10 a distance of 1.59 feet to a point; thence Southwesterly along a straight line a distance of 90.014 feet to a point on the South line of said Lot 10; thence East along the South line of said Lot 10 a distance of 90 feet to the point of beginning, in Cook County, Illinois. Parcel 3: Lot 11 in Homewood Estates being a subdivision of the Southeast 1/4 of the Southeast 1/4 (Except the South 520 feet of the East 520 feet and except the North 165 feet thereof) and (Except that part thereof taken for street purposes in case 70L11480), in Section 33, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #28-33-403-006, 28-33-403-007 & 28-33-403-008

Common Address: 18300 South LaVergne Avenue, Tinley Park, IL 60477

97387472

BOX 333-CTI

UNOFFICIAL COPY

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF SAID NOTE(S) AND (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) 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) / (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) 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 Note(s) and (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) as herein modified, shall extend to and be binding on the successors and assigns of the Lender and the successors and assigns of the Trust.

Property of Cook County Clerk

The maturity date shall be extended from 4/1/97 to 6/15/97, 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 5/1/97 and continuing 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.

NOW THEREFORE, in consideration of the property 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 (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) be and the same is hereby modified as follows:

AND WHEREAS the parties hereto have agreed upon certain modifications of the terms of said Note(s) and (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) and of the original terms of payment of said Note(s)

AND WHEREAS SAID (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) securing said Note(s) is a valid and subsisting lien on the property described therein.

THAT WHEREAS Trustee heretofore executed a certain (PROCEEDS) / MORTGAGE / ASSIGNMENT OF REINS / (MORTGAGE) and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on 9-30-96 as Document Number 96742553 & 96742554 conveying the above described premises to Lender to secure payment of that certain Note(s) dated 8-4-96 payable in the sum of One Million Seventy Thousand Dollars (\$ 1,070,000.00 ) as therein provided.

WITNESSETH:

97387472

# UNOFFICIAL COPY

This Agreement is executed by Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago Trustee Under Trust #670 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and as such 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 Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago Under Trust #670

either individually, or as Trustee, personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied therein contained, all such liability, if any being expressly waived by Lender and by every person now or hereinafter claiming any right hereunder, and as far as Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago Trustee Under Trust #670

either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing here under shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago Trustee Under Trust #670

Dated this 1st day of April, 19 97

Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago  
Trustee Under Trust #670  
as Trustee aforesaid, and not personally

BY: [Signature]

ATTEST

BY: [Signature]  
Assistant Secretary

## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)  
COUNTY OF COOK )

On this 1st day of April, 1997, before me, the undersigned Notary Public, personally appeared KENNETH E. PIEKUT and MARITZA CASTILLO Land Trust Officer and Assistant Secretary of Cole Taylor/Drovers f/k/a Drovers National Bank of Chicago Trustee Under Trust #670 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: [Signature] Residing at 850 W Jackson  
Notary Public in and for the State of Illinois  
My commission expires \_\_\_\_\_

97387472



Property of

12015 S. Western, Blue Island, IL 60408  
Heritage Bank  
Pat and Minnie

THIS DOCUMENT PREPARED BY and RETURN TO:

97387472

Notary Public  
April 1997  
Notary Public  
My Commission Expires 02-15-2001

I, the undersigned, a Notary Public, in and for said County, and State, DO HEREBY CERTIFY, THAT  
Dantelle Walker, 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, and after 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.

STATE OF ILLINOIS )  
) ss )  
COUNTY OF COOK )

ATTEST:  
HERITAGE BANK  
BY: *Dantelle Walker*  
BY: *William Masterson*