

EXTENSION/MODIFICATION
AGREEMENT

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This Agreement made this 1st day of January, 1998, by and between Heritage Trust Company T/U/T #78-1234 dated 7/10/78 hereinafter referred to as "TRUSTEE", and Heritage Bank, an Illinois Corporation, herein referred to as "LENDER", Owner and Holder of the Promissory Note(s) ("Note(s)") secured by a mortgage on the following described Real Estate:

Lot 18 (except the W 17 feet thereof) in Hille's Subdivision of the S 300.45 feet of Lots 14 and 15 in Arthur T. McIntosh's Addition to Midlothian Farms, in the SW 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 28-10-303-006
COMMON ADDRESS: 1445 Cicero Ave., Chicago, IL 60642

Lot 4 in Block 10 in Medema El Vista North, being a Subdivision of the N 1/2 of the W 1/2 of the SW 1/4, Section 9, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded January 14, 1960 as Document #17756867 in Cook County, Illinois.

PIN: 28-09-318-004
COMMON ADDRESS: 14747 Mission Ave., Oak Forest, IL 60452

COOK COUNTY CLERK'S OFFICE

WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain (Trust Deed, Mortgage, Assignment of Rents, Modification) dated 12/28/87 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on 1/6/88 as Document Numbers 88006408 and 88006409 conveying the above described premises to Lender to secure payment of a certain Note(s) dated 12/28/87 payable in the sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00) as therein provided.

AND WHEREAS said (Trust Deed, Mortgage, Assignment of Rents, Modification), securing said Note(s) is a valid and subsisting lien on the property described therein.

AND WHEREAS the parties thereto have agreed upon certain modification of the terms of said Note(s) and (Trust Deed, Mortgage, Assignment of Rents, Modification) 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 (Trust Deed, Mortgage, Assignment of Rents, Modification) be and the same are hereby modified as follows:

Effective 1/1/98, the monthly principal and interest payment shall be changed from \$968.05 to \$910.02, and will be first due on 2/1/98, and shall continue every month thereafter until the entire principal and interest balance is paid in full. The maturity date shall be changed from 1/1/98 to 8/1/98. All other terms and conditions of the original Note shall remain the same.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note(s) and (Trust Deed, Mortgage, Assignment of Rents, Modification), shall remain unchanged and in full force and effect for and during said period except only as herein specifically modified, and further that in event of default in the payment of principal or interest due under said Note(s) and (Trust Deed, Mortgage, Assignment of Rents, Modification) 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 (Trust Deed, Mortgage, Assignment of Rents, Modification), as herein modified shall extend to and be binding on the successors and assigns of Lender and the successors and assigns of Trustee.

This Agreement is executed by Heritage Trust Company T/U/T #78-1234 dated 7/10/78, not personally, but as Trustee as 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 T/U/T #78-1234 dated 7/10/78 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 Heritage Trust Company T/U/T #78-1234 dated 7/10/78 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 due, or the enforcement of the lien created by said Heritage Trust Company T/U/T #78-1234 dated 7/10/78.

Dated this 1st day of January, 1998.
HERITAGE TRUST COMPANY
as Trustee aforesaid, and not personally

BY: [Signature]

ATTEST:
BY: [Signature]
Assistant Secretary

Property of Cook County

STATE OF ILLINOIS)
) ss.
COUNTY OF COCK)

I, the undersigned, a Notary Public, in and for said County, and State,
DO HEREBY CERTIFY, THAT [Signature]
Assistant Secretary of HERITAGE TRUST COMPANY and [Signature]
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 Heritage 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 3rd day of March, 1998.
[Signature]
Notary Public

Notary Public State of Illinois
My Commission Expires 03/31/2001

UNOFFICIAL COPY

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ATTEST:

HERITAGE BANK

By: Thomas J. Alccser
Thomas J. Alccser

By: Howard K. Kockler
Howard K. Kockler

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, and State, DO HEREBY CERTIFY, THAT Thomas J. Alccser, Asst. Vice President of HERITAGE BANK and Howard K. Kockler, 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 Heritage 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 1st day of January, 1995.

Thomas J. Alccser
Notary Public

THIS DOCUMENT PREPARED BY and RETURN TO:

Betti Zbonski
Heritage Bank
17500 S. Oak Park Avenue
Tinley Park, IL 60477

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

[Handwritten Signature]

 Trust Officer

[Handwritten Signature]

 Trust Officer
 Assistant Secretary

County Clerk's Office