

489829-LD

#5612

**MODIFICATION  
EXTENSION  
AGREEMENT**

97025235

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 APR 23 AM 10:26

MORRIS W. CARTER  
RECORDER

**WHEN RECORDED MAIL TO:**

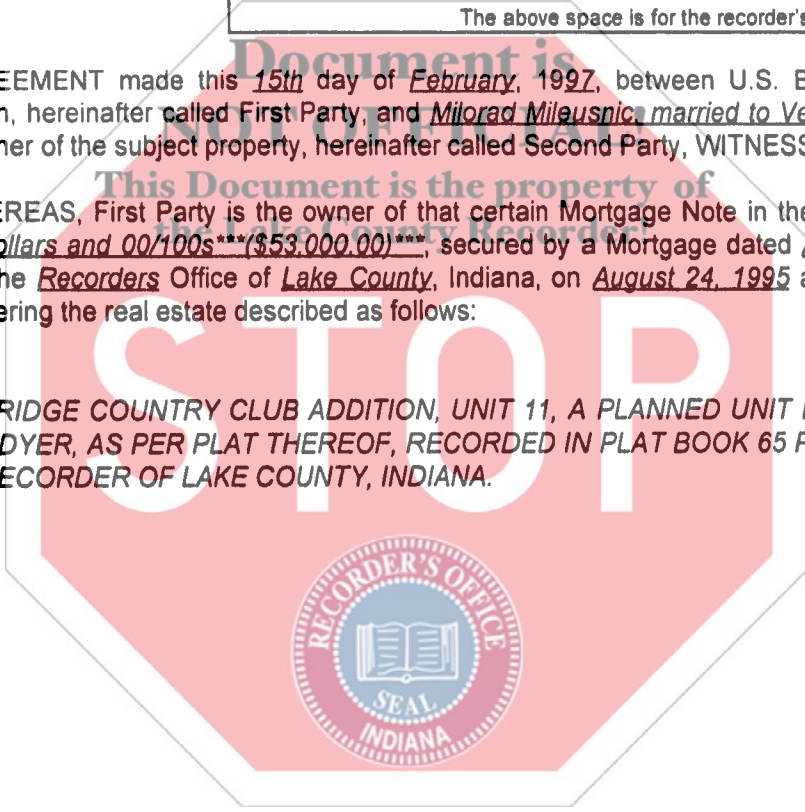
U.S. Bank  
JUANITA CALZONZI  
17130 Torrence Avenue  
Lansing, Illinois 60438

The above space is for the recorder's use only

THIS AGREEMENT made this 15th day of February, 1997, between U.S. BANK, an Illinois Banking Corporation, hereinafter called First Party, and Milorad Mileusnic, married to Vera Mileusnic, his wife the present owner of the subject property, hereinafter called Second Party, WITNESSETH:

THAT WHEREAS, First Party is the owner of that certain Mortgage Note in the amount of Fifty Three Thousand Dollars and 00/100s\*\*\*(\$53,000.00)\*\*\*, secured by a Mortgage dated August 18, 1995, and Recorded in the Recorders Office of Lake County, Indiana, on August 24, 1995 as document No. 95049127, encumbering the real estate described as follows:

LOT 30 IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT 11, A PLANNED UNIT DEVELOPMENT, IN THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



AND WHEREAS, the parties hereto wish to modify the terms of said Mortgage indebtedness which the Second Party hereby agrees to pay;

NOW THEREFORE, IT IS AGREED:

FIRST - That the amount of Principal indebtedness is now Forty Eight Thousand Seven Hundred and Two Dollars and 00/100s\*\*\*(\$48,702.00)\*\*\*

SECOND - That the interest rate on the above principal amount is n/a creased from n/a percent (n/a%) to n/a percent (n/a%) per annum, said n/a creased to commence n/a, and the interest rate during default, and/or on expenditures and expenses included in the foreclosure decree, shall be increased to n/a per cent (n/a %) per annum at the option of the Association, its successor or assigns.

1400  
at  
JA

Chicago Title Insurance Company

THIRD - That for and in consideration of the Additional Advance by First Party/payment by Second Party of n/a DOLLARS, receipt of which is hereby acknowledged, the principal indebtedness is n/a creased to n/a DOLLARS.

FOURTH - For and in consideration of the aforementioned Additional Advance by First Party/payment by Second Party on the principal indebtedness, the monthly installments of principal and interest is n/a creased from n/a DOLLARS to n/a DOLLARS commencing n/a , and a like payment on the n/a day of each and every month thereafter until said obligation is fully paid.

FIFTH - That the next monthly payment will be due at maturity on August 15, 1997, in the amount of Forty Eight Thousand Seven Hundred and Two Dollars and 00/100s (\$48,702.00) plus interest until said obligation is fully paid.

SIXTH - That the First Party, its successors and assigns may hereafter, at the discretion of its Board of Directors, increase the rate of interest to a rate not in excess of n/a percent (n/a %) per annum by giving written notice specifying the new rate of interest and the effective date of such increase to the Second Party and the Second Party's successor in title, if any, at his or their last known addresses, as recorded in the records of said Party, its successors or assigns, not less than 90 days prior to the effective date of such increase. The Second Party, or his successor in title, may within said 90-days prior to the effective date of such increase. The Second Party, or his successors in title, may within said 90 day-period pre-pay the mortgage indebtedness without penalty.

SEVENTH - We hereby extend the maturity date of the Note and Mortgage hereinbefore described from February 15, 1997 to August 15, 1997.

EIGHTH - In all respects the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party has hereunto set his hands and seal, all on the day and year first aforesaid.

ATTEST:

  
ROBERT J. NECASTRO, President of Lansing  
Banking Center

U.S. Bank  
First Party

  
MICHELLE M. TRACZ, Vice President

  
MILORAD MILEUSNIC, Second Party

(SEAL)  
Second Party

Guarantor

Guarantor

STATE OF ILLINOIS )  
 ) SS  
County Of Cook )

I, the undersigned a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Milorad Mileusnic personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 15th day of February A.D., 1997.



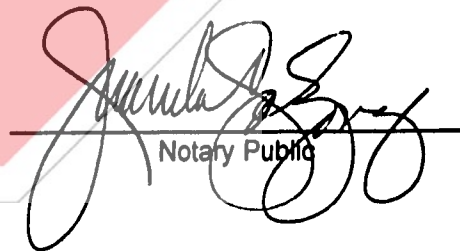
  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
County Of Cook )

I, the undersigned a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that MICHELLE M. TRACZ, Vice President and ROBERT J. NECASTRO President - Lansing Banking Center of U.S. Bank, who are personally known to me to be the same persons whose names subscribed to the foregoing instrument as such Vice President and President - Lansing Banking Center, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said U.S. Bank, for the uses and purposes therein set forth, and caused the corporate seal of said Association to be hereto affixed.

GIVEN under my hand and notarial seal this 15th day of February A.D., 1997.



  
Notary Public