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05956 # **03-015078

LOAN MODIFICATION AGREEMENT COOK COUNTY RECORDER

This Modification Agreement made as of the 1st day of October, 1993, between SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, hereinafter called "Bank" and Heritage Trust Company, Not Personally, But as Successor Trustee U/T/A #2751 dated 0/30/85 hereinafter called "Borrower";

WHEREAS, Borrower executed a Promissory Note dated as of the 7th day of May, 1990 evidencing a debt of \$ 522,450.00;

WHEREAS, Bank will cause a Mortgage, Assignment of Rents and Assignment of Beneficial Interest to be recorded in the Office of the Cook County Recorder of Deeds;

WHEREAS, Bank is the holder and owner of the above described Note;

WHEREAS, the legal description of the premises is:

LOT 2 IN PALOS HILLS 105TH & HARLEM SUBDIVISION, THAT PART OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 1200 FEET OF SAID EAST HALF (1/2) AND NORTH OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE POINT OF INTERESECTION OF THE WEST LINE OF SAID EAST HALF (1/2) WITH THE SOUTH LINE OF THE NORTH 1608 FEET OF SAID EAST HALF (1/2); THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 100 FEET OF SAID EAST HALF (1/2); THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NINETY FOOT RESERVE STRIP ON THE NORTHERLY SIDE OF CALUMET FEEDER; THENCE NORTHEASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 13, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 18, 1986, AS DOCUMENT NUMBER 3502030.

03015078

commonly known as 105TH & Harlem, Palos Hills, Illinois
PIN: 23-13-201-042-0000

Heritage Trust Company
4701 S. Western Ave.
Chicago, IL 60643

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WHEREAS, it is the intent of the parties to this Agreement to modify the terms of the Promissory Note;

WHEREFORE in consideration of the premises and the mutual promises and agreements of the parties hereto:

IT IS AGREED that the initial Interest Rate of 11.75% is hereby modified to be 8.50% from the date this Loan Modification Agreement is accepted by Southwest Financial Bank and Trust Company until the maturity of the Note;

IT IS FURTHER AGREED that the monthly payment is hereby adjusted from \$6,168.50 to payments of \$4,615.96;

IT IS FURTHER AGREED that all other terms of the Promissory Note, Mortgage, Assignment of Rents and Assignment of Beneficial Interest previously executed by Borrower and more fully identified above, not inconsistent with the matters contained in this Loan Modification Agreement shall be unchanged and remain in full force and effect.

WHEREFORE, this Loan Modification Agreement is executed as of the day and date set forth above.

HERITAGE TRUST COMPANY, NOT PERSONALLY,
BUT AS SUCCESSOR TRUSTEE U/T/A #2751 DATED 08/30/85

[Signature]
Authorized Signer, Trust Officer Date 11-30-93

Attest
[Signature]
Authorized Signer Date 11-30-93

BY THE ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF:

ACKNOWLEDGED BY GUARANTORS:
[Signature]
Dorothy B. Guntner, Individually Date 11-5-93

[Signature]
William E. Guntner, Individually Date 11-5-93

[Signature]
Alice Dukelow, Individually Date 11-15-93

[Signature]
Richard P. Dukelow, Individually Date 11-15-93

ACCEPTED BY:
SOUTHWEST FINANCIAL BANK AND TRUST COMPANY
By [Signature] V.P. Date 11/30/93
R. J. Boucek, Senior Vice President Date

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for

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[Signature]
11/30/93

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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 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 intended for the purpose of only 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

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