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AGREEMENT

THIS AGREEMENT is dated December 22, 1987, and is by and between Heritage-Standard Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee and pursuant to the Trust Agreement dated October 16, 1986, and known as Trust No. 10700 (the "Trust"), of 2400 West 95th Street, Evergreen Park, Illinois 60642, (refer to herein as "Heritage-Standard").

Heritage-Standard holds title to the property in Cook County, Illinois legally described as follows:

Lots 1 and 2 in Block 4 in Bass Subdivision of the North 1/2 of the North East 1/4 of the South East 1/4 of Section 23, Township, 38 North, Range 14, East of the Third Principal Meridian (except the East 256 feet thereof) in Cook County, Illinois.

commonly known as 6700-10 S. Blackstone, Chicago, Illinois 60637, permanent Tax Index Number 20-23-402-006 (the "Property").

Heritage-Standard executed a Promissory Note dated January 13, 1987, and renewed June 1, 1987, in the principal sum of FORTY THOUSAND DOLLARS (\$40,000.00) and the beneficiary of the Trust, Patrick G. Standring a/k/a Patrick Standring Carrington is indebted to the First Bank of Whiting in the principal amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) evidenced by a certain Promissory Note dated the 30th day of December, 1986, and renewed June 1, 1987, (the "Notes"), payable to the order of The First Bank of Whiting, an Indiana banking association at its offices at 9701 Indianapolis Boulevard, Highland, Indiana 46322. The Notes

This document prepared by and mail to:

George W. Groble
33 W. Jackson Blvd.
Fourth Floor
Chicago, Illinois 60604

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are secured by a Mortgage and Security Agreement with Assignments of Rents dated January 15, 1987, for nine and one half percent (9½%) and the 30th day of December, 1987 for nine percent (9%) and renewed thereafter on June 1, 1987.

Heritage-Standard and the beneficiary ("Standring") have paid all installments of interest due upon the Notes through and including November, 1987, leaving an outstanding principal balance due hereunder on the date hereof in the amount of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00).

For TEN DOLLARS (\$10.00) and other good and valuable consideration paid and delivered by Heritage-Standard and Standring to the First Bank of Whiting, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Notes and Mortgage are hereby amended to provide that principal and interest due under both Notes, is payable on January 15, 1988. All payments made on account of the indebtedness evidenced by these Notes shall be first applied to interest on the unpaid principal balance and the remainder to principal. are secured by a Mortgage and Security Agreement with Assignments of Rents dated January 15, 1987, for nine and one half percent (9½%) and the 30th day of December, 1987 for nine percent (9%) and renewed thereafter on June 1, 1987.

2. In all other respects, the parties hereto ratify and reaffirm the provisions of the Notes and Mortgage.

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3. The beneficiaries of the Trust are hereby acknowledged to be a third-party beneficiaries of this Agreement.

4. This Agreement is executed by Heritage-Standard not personally but as trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and it is expressly understood and agreed by all other parties hereto and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Notes and Mortgage therein described shall be construed as creating any liability on Heritage-Standard or on any of the beneficiaries under the trust agreement creating the Trust personally to pay said Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or thereunder or to perform any covenants either express or implied herein or therein contained, all such liability, if any, being expressly waived, and that any recovery under this Agreement and the Notes and Mortgage herein described shall be solely against and of the property by enforcement of the provisions of the Notes and Mortgage, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Notes.

5. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof. This Agreement shall be binding on and

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inure to the benefit of the parties hereto and their representations, heirs, legatees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Chicago, Illinois as of the date first above written.

^{NA}
Heritage-Standard Bank, a national banking association, not individually but as Trustee under a Trust Agreement dated October 16, 1986, and known as Trust No. 10700

ATTEST:

Nancy Bray
Assistant Secretary

By *Donna R. Rode*
VICE PRESIDENT

This document prepared by:

George W. Groble
Groble & Groble, Ltd.
33 W. Jackson Blvd.
Chicago, Illinois 60604
939-5858

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33 W. Jackson Blvd.
Chicago, IL 60604