

**UNOFFICIAL COPY**THIS AGREEMENT made this 8th day of April, 1987by and between Heritage County Bank and Trust Company, trustee under trustNo: 2884**13 00**herein referred to as "Trustee", and Heritage Bank of Oak Lawnowner and holder of the note secured by the following described Trust Deed

## WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain trust deed dated the 10th day of July, 1986, and recorded in the Office of the recorder of deeds of Cook County, Illinois on July 17, 1986 as Document Number 86299597, conveying the following described premises to

Heritage Bank of Oak Lawn, a Bank and Trust Company, to secure payment of a certain Principal Promissory Note executed by said Trustee dated

July 10, 1986, payable in the sum of \$ 600,000.00 as therein provided:

PN# 12-25-430-001-0000 Parcel 1 - Hds  
12-25-429-017-0000 Parcel 3  
12-25-429-015-0000 Parcel 3 - GBS  
12-25-429-016-0000 > Parcel 3  
12-25-429-018-0000 > Parcel 3

Property commonly known as 7411 Grand Ave. Elmwood Park, IL

AND WHEREAS said trust deed securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modifications to the terms of said Note and trust deed, and an extension of the time of payment of said Note.

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 as follows: That said note/trust deed and the same is hereby modified to show: The first payment due June 1, 1987 at an annual rate of interest of 10.00%, monthly principal and interest of \$6,447.63. Final payment if not paid before, shall be due May 1, 1992.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said note and trust deed shall remain unchanged and in full force and effect for and during said extended 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 as herein modified, or in the event of failure to perform any and all of the agreements contained in said note/trust deed 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 of demand; that all the rights and obligations under said note/trust deed as modified shall extend to and be binding on the successor and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by Heritage County Bank & Trust Company

CIR 15, 21, 22, 23

5-1-87-3

87207603

# UNOFFICIAL COPY

7207503

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 County Bank & Trust Co. either individually, or as Trustee personally to pay the said Note as modified. Trust Co. or interest thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as Heritage County Bank and Trust Co., 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 trust Deed.

DATED at Chicago, Illinois this 5th day of April 1987

Heritage County Bank and Trust Company  
as Trustee as aforesaid, and not personally

BY Paul D. Helgerson  
Asst. Trust Officer

ATTEST:

John D. Driscoll  
(Assistant) Secretary

APPROVED AND ACKNOWLEDGED:

Dimitrios C. Kametas  
Dimitrios C. Kametas as beneficiary of the  
within named trust.

HERITAGE BANK OF OAK LAWN

BY John Anthony Kell  
Vice President

ATTEST:

John Anthony Kell  
(Assistant) Secretary

THIS INSTRUMENT PREPARED BY:

HERITAGE BANK OF OAK LAWN  
6001 W. 95th Street  
Oak Lawn, Illinois 60453

Maria T. Ignatius, Esq., Paralegal  
Attala & Laskow  
One Prairie Center - Suite 200  
47449 Skokie Valley Road  
Skokie, IL 60077

OX 333-HV

87207603

# UNOFFICIAL COPY

PARCEL 1:  
LOT 19 EXCEPT THE EASTERN 1/4 FEET THEREOF IN BLOCK 2 IN NO. 40 KAISER  
AND COMPANY'S GRAND AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART  
OF THE EAST 1/2 OF THE SOUTH LINE, 1/4 OF SECTION 25 AND THAT PART OF  
THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 25 LYING  
NORTHEASTERLY TO THE 100 FEET RIGHT OF WAY OF THE CHICAGO MILWAUKEE & ST.  
PAUL RR COMPANY AND SOUTHWESTERLY OF THE CENTER OF GRAND AVENUE ALL  
IN TOWNSHIP 40-12 EAST IN THE THIRD PRINCIPAL MERIDIAN IN COKER COUNTY,  
ILLINOIS.

PARCEL 2:

A 33 FOOT PARALLEL 51 LYING NORTH OF THE SOUTHERLY LINE OF GRAND AVENUE  
NORTH OF THE SOUTHERLY LINE OF THE CHICAGO MILWAUKEE AND ST PAUL  
RAILROAD AND ALSO OF THE WEST LINE OF SAID WEST LINE EXTINGUED SOUTH OF  
LOT 18 IN BLOCK 2 IN NO. 40 KAISER AND COMPANY GRAND AVENUE SUBDIVISION  
BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4  
OF SECTION 25 AND THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4  
OF SECTION 36 LYING NORTHEASTERLY OF THE 100 FEET RIGHT OF WAY OF THE  
CHICAGO MILWAUKEE AND ST PAUL RR COMPANY AND SOUTHWESTERLY OF THE  
CENTER OF GRAND AVENUE AS IN TOWNSHIP 40-12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN COKER COUNTY, ILLINOIS.

PARCEL 3:

FOR 1 AND ONE EASUREMENT TO 1/2 FEET OF LOT 1 IN BLOCK 14 IN TOWNSHIP 40  
BEING A SUBDIVISION OF BLOCKS 1 TO 10 INCLUSIVE, 13 AND 14 AND THE WEST  
275 FEET OF BLOCK 12, THE NORTH 350 FEET OF BLOCK 11, THE EAST 1/2 OF  
BLOCK 18 AND THE NORTH 50 FEET OF THE EAST 1/2 OF BLOCK 19 IN COKER  
HEIGHT, IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25 IN TOWNSHIP  
40 NORTH, RAN 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COKER  
COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25 IN TOWNSHIP  
40 NORTH, RAN 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUND TO NO. 40  
ESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH END COUCH OF LOT 1 IN BLOCK 14 IN TOWNSHIP 40  
A SUBDIVISION OF BLOCKS 1 TO 10, 13, 14 THE NORTH 225 FEET OF BLOCK 17  
THE NORTH 350 FEET OF BLOCK 11, THE EAST 1/2 OF BLOCK 18 AND THE NORTH  
150 FEET OF THE WEST 1/2 OF BLOCK 19 IN COKER HEIGHT, A SUBDIVISION  
OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 25;  
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHERLY LINE OF  
THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST PAUL RAILROAD; THENCE  
EAST ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE EAST LINE  
OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 25; THENCE NORTH  
ALONG SAID EAST LINE TO WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25 TO  
THE SOUTHERLY LINE OF GRAND AVENUE; THENCE SOUTHWEST ALONG SAID  
SOUTHERLY LINE OF GRAND AVENUE TO THE POINT OF BEGINNING IN COKER  
COUNTY, ILLINOIS.

87207603