

# UNOFFICIAL COPY

## MODIFICATION AGREEMENT

7/15/88 2:00 P  
83134212

THIS INDENTURE, made this 1st day of August, A.D.

19 88, by and between Standard Bank & Trust Company, U/T #9535

hereinafter known as Mortgagors, and ~~HERITAGE~~ STANDARD BANK AND TRUST COMPANY, hereinafter known as Mortgagee,

### WITNESSETH:

WHEREAS, the Mortgagors represent themselves to be the owners of the Real Estate hereinafter described:

Parcel: Lots 6, 7, 8 and 9 in Block 3 in Englefield being a Subdivision in the South East 1/4 of Section 30, Township 38 North, Range 14 East of the Third Principal meridian in Cook County, Illinois. PIN 20-30-406-004 & 003 & 002 & 001.

PARCEL 2: Lots 1 to 9 inclusive in Block 4 in Englefield, a Subdivision in the East 1/2 of the South East 1/4 of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. PIN 20-30-410-001 & 002 & 003 & 004 & 005 & 006 & 007 & 008 & 009.

PARCE 3: Lots 3, 4 and 5 in Block 3 in Englefield, being a Subdivision in the Southeast quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois PIN 20-30-406-005 & 006.

1644 W. 75th CHICAGO, IL

AND WHEREAS, the said Mortgagors have heretofore executed a certain Trust Deed and Note in the principal amount of ONE HUNDRED EIGHTY THOUSAND AND NO/100---- (\$ 180,000.00 ) DOLLARS to ~~HERITAGE~~ STANDARD BANK AND TRUST CO., Mortgagee, dated the 22nd day of March 19 85, recorded, registered in the Office of the Recorder, Recorder, of Cook County, Illinois as Document No. 85014651 and secured by the Real Estate hereinbefore described.

NOW THEREFORE, the Mortgagors and the Mortgagee agree that the time of payment of the said principal amount of ONE HUNDRED EIGHTY THOUSAND AND NO/100---- (\$180,000.00-----) DOLLARS, with interest at the rate of 12-1/2 per annum on the unpaid balance until paid, as provided in said Trust Deed and Note, is hereby changed as follows:

Said principal balance of \$152,840.85 payable at rate of prime +1% floating, with payments of \$1,048.78 principal plus interest payable the first day of August, 1988 and the first day of each month thereafter, except that the final payment if not sooner paid shall be due the first day of July, 1991.

AND the said Mortgagors and Mortgagee further agree that all of the provisions of the said Trust Deed and Note shall remain in full force and effect except as herein expressly modified.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

HERITAGE STANDARD BANK AND TRUST COMPANY

STANDARD BANK AND TRUST CO. as Trustee under Trust No. 9535

By: [Signature] VICE PRESIDENT

By: [Signature] (SEAL) VICE PRESIDENT

ATTEST: [Signature] ASSISTANT SECRETARY

ATTEST: [Signature] (SEAL) Assistant Secretary

THIS DOCUMENT IS SIGNED, SEALED AND DELIVERED BY STANDARD BANK AND TRUST COMPANY, A TRUSTEE UNDER TRUST NO. 9535. ANY AND ALL OTHER OBLIGATIONS... (Small legal text block)

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This Instrument is signed, sealed and delivered by Heritage Standard Bank and Trust Company solely in its capacity as Trustee, as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said Heritage Standard Bank and Trust Company only as such, Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said Heritage Standard Bank and Trust Company as Trustee as aforesaid, and the said Heritage Standard Bank and Trust Company does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall said Heritage Standard Bank and Trust Company, either individually or as Trustee be under any duty or obligation to sequester the rents, issues and profits arising from the property herein-described or any other property which it may hold under the terms and conditions of said Trust Agreement.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these present by its Vice President and attested by its Assistant Secretary, this 4th day of November, A.D. 1988.

HERITAGE STANDARD BANK AND TRUST COMPANY  
as Trustee under the provisions of a Trust  
Agreement dated March 22, 1985  
and known as Trust No. 9535.

BY: [Signature]  
(Assistant) Vice President

ATTEST: [Signature]  
(Assistant Secretary)

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STATE OF ILLINOIS }  
                          } SS  
COUNTY OF COOK    }

DEPT-01 \$12.25  
111111 TRAM 0164 03/20/89 14:25:00  
11541 # 01 \*--BY--134212  
COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the aforementioned ~~(Assistant) Vice President~~ and (Assistant) Secretary of said ~~Heritage~~ Standard Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~(Assistant) Vice President~~ and (Assistant) Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said (Assistant) Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of November, A. D. 1988.

"OFFICIAL SEAL"  
BETH ROSS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7-14-92

[Signature]  
Notary Public

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Property of Cook County Clerk's Office

REAL ESTATE DEPARTMENT  
STANDARD BANK & TRUST CO.  
2400 WEST 95th STREET  
EVERGREEN PARK, IL 60642