

9819336186

This Loan Modification Agreement is executed by the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid in the exercise of the power and authority vested in it as such Trustee; and it is expressly understood and agreed that nothing contained herein or in said note and mortgage shall be construed as creating any liability on the Harris Bank Hinsdale, National Association as Trustee or on the Harris Bank Hinsdale, National Association personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the Harris Bank Hinsdale, National Association as Trustee and its successors and the Harris Bank Hinsdale, National Association personally are concerned, the legal holder or holders of said note and the owners or owners of any indebtedness accruing hereunder shall look solely to the premises conveyed thereby for the payment hereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

In all other respects, the parties hereto reconfirm and ratify the provisions of the mortgage and note.

NOW THEREFORE, the parties hereto agree to extend the maturity date of the mortgage and note to November 26, 1989. The parties further agree that the outstanding principal balance will bear interest at two percent (2.00%) higher than the Harris Bank Hinsdale, National Association prime rate of interest as set from time to time.

WHEREAS, said note is due and payable and the parties wish to extend the maturity date of the note;

P.L.N. 23 25 416 008  
KATYNY KSA  
Lot 7 in Block 72 in Robert Bartlett's Homestead Development No. 9, a subdivision of the East 1/2 of the South East 1/4 of Section 25, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, Mortgagee has agreed to lend Mortgagee the principal amount of One Hundred Sixty Thousand no/100 dollars (\$160,000.00) evidenced by a promissory note dated May 26, 1988, and secured by a Mortgage dated May 26, 1988, recorded May 27, 1988, in the recorder's office of Cook County, Illinois as Document No. 88227494, mortgaging, granting, and conveying to Mortgagee the property legally described as:  
Lot 7 in Block 72 in Robert Bartlett's Homestead Development No. 9, a subdivision of the East 1/2 of the South East 1/4 of Section 25, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

LOAN MODIFICATION AGREEMENT

71-63-5840  
EX 921771

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IN WITNESS WHEREOF, the Harris Bank Hinsdale, National Association, not personally, but as Trustee as aforesaid, Peter T. Kitchin and Richard E. Drew have executed this Loan Modification Agreement this 26th day of May, 1989.

Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated August 6, 1987, and known as Trust No. L-1670, and not personally

By:

Assistant Vice President and Land Trust Officer

Attest:

Assistant Vice President

Peter T. Kitchin

Richard E. Drew

IN WITNESS WHEREOF, Mortgagee has executed this Loan Modification Agreement this 26th day of May, 1989.

Harris Bank Hinsdale, National Association

By:

Vice President

IN WITNESS WHEREOF, Guarantor has executed this Loan Modification Agreement this 26th day of May, 1989.

MARYCREST CONSTRUCTION, INC.

By:

President

By:

Secretary

Property of Cook County Clerk's Office

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I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Land Trust Officer of Harris Bank Hinsdale, National Association and Carole Ziemian, who is Assistant Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Land Trust Officer and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 26th day of May, 1989.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Illinois,  
County of Cook.)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Peter T. Kitchin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 26th day of May, 1989.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Illinois,  
County of Cook.)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Richard E. Drew, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 26th day of May, 1989.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Illinois,  
County of Cook.)

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9819336186

Property of Cook County Clerk's Office

Hinsdale, IL 60521  
50 South Lincoln  
Harris Bank Hinsdale  
S. O. Davis  
This document prepared by:

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Peter T. Kitchin, who is President of Maycrest Construction Co., and Richard L. Drew, who is Secretary of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 26th day of May, 1989.

OFFICIAL SEAL  
Barbara J. Ahern  
Notary Public, State of Illinois  
My Commission Expires 05/31/91

Notary Public

My commission expires \_\_\_\_\_ 19

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John F. Kovacs, who is Vice President of Harris Bank Hinsdale, National Association personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 26th day of May, 1989.

State of Illinois )  
County of Cook )

Notary Public

My commission expires \_\_\_\_\_ 19