

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
RECORDERS OFFICE

When recorded mail to: 1990 FEB -2 11 10: 18
Heritage Bremen Bank & Trust Co.
17500 S. Oak Park Avenue
Tinley Park, IL 60477
Document prepared by: Carol Wagge

90055672

90055672

MODIFICATION OF MORTGAGE

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE
THIS MODIFICATION OF MORTGAGE IS DATED January 15, 1990
Heritage Bremen Bk & Tr Co. as Trustee U/T/A dated December 28, 1986
BETWEEN (referred to below as "Grantor"), whose
address is also known as Tr #86-2901
15 N.W. Corner 159th St, LaGrange and Heritage Bremen Bank and Trust
Company (referred to below as "Lender"), whose address is 17500 South Oak
Park Avenue, Tinley Park, Il. 60477.

15.00

MORTGAGE, Grantor and Lender have entered into a mortgage dated December 28, 1986 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorder of Deeds Office, Cook County, as Document # 87033883
ASSIGNMENTS OF RENTS #87033884

REAL PROPERTY DESCRIPTION, The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

THE EAST 225.0 FEET OF THE SOUTH 339.0 FEET OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 48.85 FEET OF THE SOUTH 387.85 FEET OF THE EAST 222.0 OF THE SOUTH EAST 1/4 OF SAID SECTION 16, (EXCEPT THE PART THEREOFFALLING IN 159th STREET AND 96th STREET), ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as North West Corner 159th St. & LaGrange Rd. The Real Property tax identification number is #27-16-403-004-0000 & 27-16-403-005-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Original note and Trust Deed matured January 15, 1990 and Lender agrees to extend maturity date to January 15, 1992

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "NOTE"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE

GRANTOR: HERITAGE BREMEN BANK & TRUST COMPANY AS TRUSTEE U/T/A DATED DECEMBER 28, 1986, ALSO KNOWN AS TRUST # 86-2901

X Linda Lee Dietz
Land Trust Supervisor

X James P. Fulton
Asst. Secretary

70-85-9640
1/11/91

90055672

UNOFFICIAL COPY
CORPORATE NOTARY 5 7 2

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Lee Lutz and Jean P. Fulton, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Supervisor 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 corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of January, 1990.



Beth O'Hagan
Notary Public

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

90055672

UNOFFICIAL COPY

Property of Cook County Clerk's Office

