

4-2457

MODIFICATION AGREEMENT

This Agreement made this 1st day of December, 1991 by and between Talashibhai V. Patel, Amthiben Patel, Mahendra N. Patel, and Surekha Patel. herein referred to as MORTGAGORS and Heritage Bank and Trust Company

OWNER AND HOLDER of the Note secured by the following described Real Estate.

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain Trust Deed/Mortgage dated the 2nd day of February 1989 and recorded in the office of the Recorder/Registrar of Deeds of Cook County, Illinois, on April 6, 1989 as Document Number 89-150105 conveying the following described premises to Heritage Bank and Trust Company, an Illinois Corporation, to secure payment for certain Principal Promissory Note executed by said mortgagors dated February 2, 1989 payable in the sum of \$275,000.00 as therein provided: (Legal Description)

LOTS 1 AND 2 IN BLOCK 1 IN T.J. GRADY'S BREEN BRIAR ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-01-203-009-0000

2601 W. Devon Ave. Chicago, IL 60641

DEPT-01 RECORDINGS \$14.00
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\*8950 \* F \* - 91-688311
COOK COUNTY RECORDER

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 of the terms of said Trust Deed and to the Extension and or Modification of the original terms 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 be and the same is hereby modified to show, next payment due January 1, 1992, with final payment, if not sooner paid, due the first day of May, 1996. Annual Rate of interest of 10.50%, Monthly Principal and Interest of \$3,460.01, plus Escrow.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Trust Deed shall remain unchanged and in full force and effect for and during said period except only as herein specifically modified, and further that in the 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, 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 or demand that all the rights and obligations under said Trust Deed as modified shall extend to and be binding on the successors and assigns of the parties hereto.

\$ 14.00

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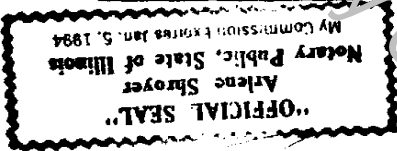
WITNESS the hands and seals of Mortgagors this day and year written above.

BY: Talashibhai V. Patel  
 Talashibhai V. Patel  
 BY: Amrithaben Patel  
 Amrithaben Patel  
 BY: Mahendra N. Patel  
 Mahendra N. Patel  
 BY: Sarekha Patel  
 Sarekha Patel

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK )

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that above signers who are personally known to me to be the same person(s) and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of December 1991.



Arlene Shroyer  
 Notary Public

ATTEST:

HERITAGE BANK AND TRUST COMPANY

BY: Wm. N. Masterson  
 Wm. N. Masterson

Frederick J. Sampias  
 Frederick J. Sampias

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Frederick J. Sampias ~~Asst. Secretary~~ President of Heritage Bank and Trust Co. and Wm. N. Masterson, Asst. 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, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Asst Secretary then and there acknowledged that he as custodian of the Corporate Seal of said Bank did affix the Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee aforesaid for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 24th day of December 1991.

Arlene Shroyer  
 Notary Public

RECORDERS BOX 451  
 Heritage Bank & Trust Co.  
 12015 Western Av.  
 Blue Island, Il. 60406

THIS DOCUMENT PREPARED BY:

Allen Bender



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