

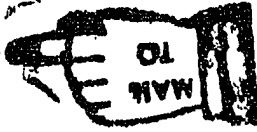
# UNOFFICIAL COPY

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When recorded mail to:

Heritage Bremen Bank & Trust Company  
17500 South Oak Park Avenue  
Tinley Park, Illinois 60477



This document prepared by:  
Anita J. Flassig

## MODIFICATION OF MORTGAGE

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE

**THIS MODIFICATION OF MORTGAGE IS DATED** Sept. 5, 1990 **BETWEEN** Heritage Trust Company as trustee u/t/a dated 8-7-87 a/k/a Tr. #87-3075 60477 (referred to below as "Grantor"), whose address is 17500 S. Oak Park Ave., Tinley Park IIand Heritage Bremen Bank and Trust Company (referred to below as "Lender"), whose address is 17500 South Oak Park Avenue, Tinley Park, Illinois 60477.

**MORTGAGE**, Grantor and Lender have entered into a mortgage dated August 24, 1987 (the "Mortgage") recorded in (Cook) (Will) County, State of Illinois as follows:

Recorder of Deeds Office, (Cook) (Will) County, as Document #87483205  
Assignment of Rents Document # 87-483206

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

Lots 19, 20 and 21 in Block 2 in O. Rueter and Company's Beverly Hills Second Addition being a subdivision of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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The Real Property or its address is commonly known as 10359 S. Western Ave., Chicago II  
The Real Property tax identification number is: #25-15-100-028

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

Original note and trust deed matured September 5, 1990 and Lender agrees to extend maturity to September 5, 1995. Interest rate has changed from 10.250% to 10.750%

New principal and interest payment is \$1,433.80

**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 Lenders 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

**GRANTOR:** Heritage Trust Company as Trustee u/t/a dated 8-7-87 a/k/a Tr. #87-3075

MR S 1153490

Cook County Clerk's Office

113.29

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## CORPORATE NOTARY 9 9 1 5

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 Officer 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 5th day of September, 1989.



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

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