

# UNOFFICIAL COPY

9 1 3 1 7 9 4 6

### RECORDATION REQUESTED BY:

Heritage Bank Tinley Park  
17500 Oak Park Avenue  
Tinley Park, IL 60477

91317946

### WHEN RECORDED MAIL TO:

Heritage Bank Tinley Park  
17500 Oak Park Avenue  
Tinley Park, IL 60477

DEPT-01 RECORDINGS

\$14.00

T#8888 TRAN 5459 06/28/91 11:06:00

#2092 # H \*-91-317946

COOK COUNTY RECORDER

### SEND TAX NOTICES TO:

Heritage Trust Company, as Trustee w/a 86-2714 dated  
1/6/86  
17500 S. Oak Park Avenue  
Tinley Park, IL 60477

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 1991, BETWEEN Heritage Trust Company, as Trustee w/a 86-2714 dated 1/6/86 (referred to below as "Grantor"), whose address is 17500 S. Oak Park Avenue, Tinley Park, IL 60477; and Heritage Bank Tinley Park (referred to below as "Lender"), whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated November 13, 1990 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded in Recorder of Deeds Office Cook County, Illinois on November 30, 1990, Mortgage Document #90582855 and Assignment of Rents Doc. #90582858.

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

Lot

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

Lender has agreed to extend mortgage dated 11/13/90 in the amount of \$500,000 to 11/30/91 and all others terms and conditions remain the same.

**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 endorsers 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.**

### GRANTOR:

Heritage Trust Company, as Trustee w/a 86-2714 dated 1/6/86

By: Linda Lee Letts  
Land Trust Supervisor, Authorized Signer  
Officer

By: James P. Fulton  
Assistant Secretary, Authorized Signer

### LENDER:

Heritage Bank Tinley Park

By: Joseph F. Specht  
Authorized Officer

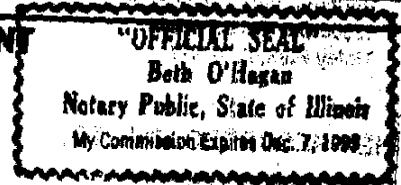
91317946

19.00 E

### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 17th day of May, 1991, before me, the undersigned Notary Public, personally appeared James Trust Supervisor and Assistant Secretary of Heritage Trust Company, as Trustee with 88-2714 dated 1/8/88, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

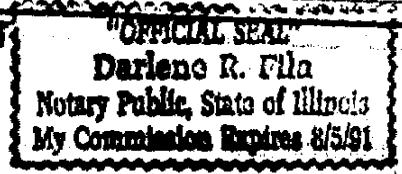
By Beth O'Hagan  
Notary Public in and for the State of Illinois

Reading at Trinity Park  
My commission expires

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 17th day of MAY, 1991, before me, the undersigned Notary Public, personally appeared JOSEPH SPECKT and known to me to be the GENERAL MANAGER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Darlene R. Fila  
Notary Public in and for the State of ILL

Reading at Trinity Park Ill  
My commission expires 8-5-91

LASER PRO (tm) Ver. 3.13 (c) 1991 CFI Bankers Service Group, Inc. All rights reserved. (11-720) MALLIN

91317946

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, conditions, stipulations and agreements hereto made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are void, null, inoperative, unenforceable and intended not as personal warranties, indemnities, representations, covenants, stipulations and agreements by the Trustee or for the purpose or with the intent of binding said Trustee personally but only made and intended for the purpose solely that notice of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his 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 enforced 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.

## LEGAN DESCRIPTIONS

Lots 6 and 7 in the subdivision of the South half of those parts of Block 41 and the West half of Block 42 lying South of the North 33 feet thereof in Arthur T. McIntosh's Addition to Midlothian Farms, being a Subdivision of the South West Quarter of the South East Quarter and the East half of the South East Quarter of Section 9, and the West half of the South West Quarter and the West 33/80ths of the East half of the South West Quarter of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 28-10-309-006 & 007

Property location: 4700 W. 151st St., Oak Forest, IL

Lots 4, 6, 8, 12, 13, 19 and 21 in Orchard Ridge, being a Subdivision of Lot 9, and that part of vacated Lavergne Avenue lying East of and adjoining said Lot 9, in Arthur T. McIntosh's Midlothian Farms, being a Subdivision of the NW 1/4 of the SE 1/4 and of the East 1/2 of the SW 1/4 of Section 9, Township 36 North, Range 13, East of the Third Principal Meridian, and Block 10, and that part of vacated Lavergne Avenue lying West of and adjoining said Block 10, in Arthur T. McIntosh's Addition to Midlothian Farms, being a Subdivision of the SW 1/4 of the SE 1/4 and the East 1/2 of said SE 1/4 of Section 9, the West 1/2 of the SW 1/4 and the West 33/80 of the East 1/2 of said SW 1/4 of Section 10, all in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 28-09-400-011 (28-09-496-004, 006, 008, 010, 012 & 013)  
Oak Forest, Illinois

91317946

2010/09/08  
10:00 AM

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL

91317946