

# UNOFFICIAL COPY

#4-2585

## EXTENSION/MODIFICATION AGREEMENT

This agreement made this 20th day of May, 1992 by and between  
Heritage Trust Company, Trustee under Trust #1889  
 herein referred to as TRUSTEE and  
Heritage Bank, (formerly Heritage Bank and Trust Company)  
 OWNER and HOLDER of the Note secured by the following described Real Estate:

SEE LEGAL DESCRIPTION ATTACHED PIN - 24-21-405-011, 24-21-406-001,

002, 005 and 008

PARCEL 1: Lot 2 (except the North 10 feet thereof) in Resubdivision recorded January 10, 1978 as Document 2427858 of Lot 55 and those portions of Lots 56 and 77 lying Northeasterly of a line 25 feet Northeasterly by rectangular measurement from the Northeasterly right of way line of the Chicago and Calumet Terminal Railroad, together with that part of vacated LaPorte Avenue lying South of the North line of Lot 77 extended East to the Northwest corner of Lot 55 and Northerly of a line 25 feet Northeasterly by rectangular measurement from the Northeasterly right of way line of the Chicago and Calumet Terminal Railroad all in Cicero Avenue Acres being a Subdivision of part of the Southeast quarter of Section 21, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 26, 1928 as Document No. 9967574 in Cook County, Illinois. PARCEL 2: Lot 32 except that part lying Northerly of a straight line that intersects the West line of said Lot 32 at a point 11.07 feet South of the Northwest corner of said Lot 32 and which intersects the East line of said Lots 32 at a point 20.03 feet South of the Northeast corner of said Lot 32; Lot 33, Lot 53, Lot 54, (except the North 10 feet thereof); all in Cicero Avenue Acres, being a Subdivision of part of the Southeast 1/4 of Section 21, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

### WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain ~~Trust Deed~~ Mortgage dated the 20th day of April, 1990 and recorded in the office of the Recorder ~~Registrar~~ of Deeds of Cook County, Illinois, on April 30, 1990 as Document Number 90-194884/90-256134 conveying the following described premises to HERITAGE BANK, an Illinois Corporation, to secure payment for certain Principal Promissory Note executed by said trustee dated April 20th, 1990 payable in the sum of \$2,800,000.00 as therein provided:

AND WHEREAS SAID ~~Trust Deed~~ Mortgage 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~~ Mortgage 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~~ Mortgage be and the same is hereby modified to show,

Monthly beginning July 1, 1992, Annual Rate of Interest of 9.5%, Principal and Interest monthly of \$25,344.79, to mature June 1, 2007, if not paid before.

DEPT-91 RECORDING \$27.50

T187999 TRAN 4052 06/24/92 15:53:00

#4428 # \* - 2 - 24 6 0 23 4 1 7

COOK COUNTY RECORDER

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS of said Note ~~Trust Deed~~ Mortgage 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 Note, ~~Trust Deed~~ Mortgage as modified shall extend to and be binding on the successors and assigns of Trustee.

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\$ 27.50  
27 50  
JP

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This agreement is executed by Heritage Trust Co, Trustee not personally, but as Trustee aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full power and authority to execute this instrument and that nothing herein, or in said Note contained shall be construed as creating any liability on said Heritage Trust Co, Trustee either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by hereunder, and as far as Heritage Trust Co, Trustee either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due or the enforcement of the lien created by said Trust Deed Mortgage .

DATED this 20th day of May 1992

ATTEST: [Signature]  
Asst. Secretary

Heritage Trust Co, Trustee  
as trustee aforesaid, and not personally  
BY: [Signature]  
Land Trust Officer

STATE OF ILLINOIS )  
COUNTY OF COOK )

Before me, the undersigned Notary Public, personally appeared [Signature] and [Signature] of Heritage Trust Co, Trustee, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be 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 he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

"OFFICIAL SEAL"  
Given Under my hand and Notarial Seal, this 20th day of May 1992.  
Nancy K. Forrest  
Notary Public, State of Illinois  
My Commission Expires Oct. 12, 1993

[Signature]  
Notary Public

ATTEST: [Signature]  
BY: [Signature]  
Assistant Secretary

HERITAGE BANK  
[Signature]  
Vice President

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 Steve E. Fansler Vice President of HERITAGE BANK and Wm. N. Masterson 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 Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he is 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 21st day of May 1992.  
"OFFICIAL SEAL"  
Arlene Shroyer  
Notary Public, State of Illinois  
My Commission Expires Jan. 6, 1994

[Signature]  
Notary Public

THIS DOCUMENT PREPARED BY: Arlene Shroyer

RECORDER'S BOX 451  
Heritage Bank  
12015 S. Western Avenue  
Blue Island, IL 60406



Heritage Bank

57-209-329