

UNOFFICIAL COPY

This Agreement made this 16th day of December, 1991 by and between Heritage Trust Company as Trustee Under Trust Agreement #89-3619, herein referred to as "Trustee", and Heritage Bank formally known as Heritage Bank Crestwood owner and holder of the note secured by the following described Note, Mortgage and Assignment of Rents.

WITNESSETH:

That Whereas Trustee heretofore executed a certain Note, Mortgage, and Assignment of Rents dated the 16th day of June, 1989 and Recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 23rd day of June, 1989 as Document Number 89287362 and 89287363, conveying the following described premises to Heritage Bank formally known as Heritage Bank Crestwood, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Trustee dated June 16, 1989, payable in the sum of \$650,000.00 as there in provided: (Legal Description)

LOT "A" IN PLAYFIELD, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART AND PART OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. \$29.00

Tax I.D. Number: 24-33-100-030

T#9999 TRAN 2672 08/20/92 12:53:00

#9678 # *72-619076

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COOK COUNTY RECORDER

And Whereas said Mortgage, and Assignment of Rents 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 Note and Mortgage and Assignment of Rents, and to an extension of the time 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, Mortgage and Assignment of Rents and the same is hereby modified to show the that the commitment amount reduced to \$340,000 and the final payment, if not sooner paid, due on the 16th day of December 1992, together with all unpaid accrued interest.

It Is Further Mutually Agreed by and between the parties that all provisions of said Note and Mortgage and Assignment of Rents shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in event of default in the payment of principal or interest due under the agreements contained in said Note, Mortgage and Assignment of Rents as herein modified, the entire amount of unpaid principal and interest shall at notice or demand; that all rights and obligations under said Note, Mortgage and Assignment of Rents as modified shall extend to and be binding on the successors and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by Heritage Trust Company as Trustee Under Trust Agreement #89-3619 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on is 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 Company as Trustee Under Trust Agreement #89-3619 either individually, or as Trustee personally to pay the said Note and modified or interest thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as Heritage Trust Company as Trustee Under Trust Agreement #89-3619 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 Note, Mortgage and Assignment of Rents.

\$29.00

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Dated at Tinley Park Illinois the 6th day of August 1992.

HERITAGE TRUST COMPANY

as Trustee as aforesaid, and not personally

By: [Signature]
~~Land Trust Supervisor~~

ATTEST:

Vice President

[Signature]
(Assistant) Secretary

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF.

STATE OF ILLINOIS)
SS.
County of _____)

I, _____ a Notary Public, in and for said county, in the State aforesaid, DO HEREBY CERTIFY, that _____ of _____ and _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered that said instrument as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ 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 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____ 19____.

(NOTARY PUBLIC)

BY: [Signature]
John E. Leahy,
1st Vice President

ATTEST: [Signature]
J. E. Drennen,
Vice President

STATE OF ILLINOIS)
SS.
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 John E. Leahy of HERITAGE BANK FORMALLY KNOWN AS HERITAGE BANK CRESTWOOD and J. E. Drennen of said Bank, who are personally known to me to be the same persons whose names are subscribed to the forgoing instrument as such 1st Vice President and Vice President 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 as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he as custodian of 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 as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of July 1992.

[Signature]
(NOTARY PUBLIC)

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THIS INSTRUMENT PREPARED BY: J. Egger
MAIL TO: HERITAGE BANK CRESTWOOD
13500 S. Cicero Ave.
Crestwood, Il. 60445



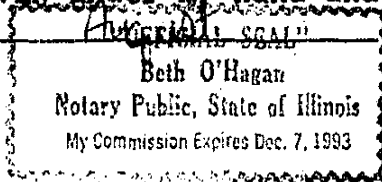
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CORPORATE NOTARY

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 Cynthia J. Siroc and Levin Leo Lutz, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 6th day of August 1992.



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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