

UNOFFICIAL COPY

This Agreement is executed by Heritance Trust Co. Successor Trustee to Bremen Bank and Trust Co. T/U/T #89-3836 not personally, but as Trustee as 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 Heritance Trust Co. Successor Trustee to Bremen Bank and Trust Co. T/U/T #89-3836 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 therein 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 Heritance Trust Co. Successor Trustee to Bremen Bank and Trust Co. T/U/T #89-3836 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 Heritance Trust Co. T/U/T #89-3836.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT ALL PROVISIONS OF SAID NOTE AND 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 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 AND MORTGAGE 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 AND MORTGAGE AS MODIFIED SHALL EXTEND TO AND BE BINDING ON THE SUCCESSORS AND ASSIGNS OF BANK AND THE SUCCESSORS AND ASSIGNS OF TRUSTEE.

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 and Mortgage be and the same is hereby modified to show the first payment due on the 15th day of September 1992, consisting of a principal and interest payment in the amount of \$12,360.00, and on the first day of each month thereafter at a rate of 7.50% (fixed), with the final payment, of \$100,000.00 principal plus all accrued interest if not sooner paid, due on the 15th day of September, 2007.

AND WHEREAS the parties thereto have agreed upon certain modification of the terms of said Note and Mortgage and to the time of payment of said Note.

AND WHEREAS said Mortgage securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

THAT WHEREAS Trustee heretofore executed a certain Mortgage dated the 3rd day of November 1989, and registered in the office of the Registrar of Titles of Cook County, Illinois on November 17, 1989, as Document Number LB3841011, conveying the above described premises to Heritance Bank formerly Heritance Bremen Bank and Trust Co., an Illinois corporation, to secure payment of a certain Principal Promissory Note executed by Heritance Trust Co. Successor Trustee to Bremen Bank and Trust Co. T/U/T #89-3836 dated November 17, 1989 payable in the sum of \$100,000.00 as therein provided.

Common Address: 12532 S. 75th Ave., Palos Heights IL 60463

PIN #23-25-419-009 1992 AUG 24 PM 2: 38 92624415

Legal Description
Lot 7 in Block 92 in Robert Bartlett's Homestead Development Number 10, being a subdivision of that part lying East of the East line of South 76th Avenue of the West 1/2 of the Southeast 1/4 of Section 25, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS AGREEMENT made this 31st day of July, 1992, by and between Heritance Trust Company Successor Trustee to Heritance Bank T/K/A Heritance Bremen Bank and Trust Co. as Trustee n/t/a dated 11-8-89 a/k/a T/R #89-3836 herein referred to as "Trustee", and Heritance Bank formerly known as Heritance Bremen Bank and Trust Company, owner and holder of the note secured by the following described Mortgage:

EXTENSION AND MODIFICATION AGREEMENT

92624415

0041924

31

00624415

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9262415

04/20/2011

APR 10 2011

2503412

2503412

UNOFFICIAL COPY

(Notary Public)

1992.

GIVEN under my hand and Notarial Seal this 2nd day of October 1991. therein set forth. voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes said instrument as her own free and voluntary act and as the free and custodian of the corporate seal of said Bank affixed the corporate seal to forth, and the said Secretary then and there acknowledged that she as of said Bank, as Trustee as aforesaid, for the uses and purposes therein set instrument as their free and voluntary act, and as the free and voluntary act person and acknowledged that they signed, sealed and delivered the said are subscribed to the foregoing instrument, appeared before me this day in Vice President and Assistant Secretary are the same persons whose names of HERITAGE BANK and Audrey Jancos who are personally known to me to be the in said county, in the State aforesaid, do hereby certify that James Valje a Notary Public in and for and residing I, the undersigned

STATE OF ILLINOIS)
County of Cook)

BY: Vice President

Attest: Assistant Secretary

(Notary Public)

1992.

GIVEN under my hand and Notarial Seal this 31st day of July 1992. their free and voluntary act, for the uses and purposes therein set forth. acknowledged that they signed, sealed and delivered the said instrument as the foregoing instrument, appeared before me this day in person and personally known to me to be the same persons whose names are subscribed to that in said county, in the State aforesaid, do hereby certify I, a Notary Public in and for and residing

STATE OF ILLINOIS)
County of Cook)

BY: X *Patricia Witt*

BORROWER

(Notary Public)

1992.

GIVEN under my hand and Notarial Seal this 31st day of July 1992. said Asst. Secretary did affix corporate seal. their free and voluntary act, for the uses and purposes therein set forth. acknowledged that they signed, sealed and delivered the said instrument as personally known to me to be the same persons whose names are subscribed to that in said county, in the State aforesaid, do hereby certify I, a Notary Public in and for and residing

STATE OF ILLINOIS)
County of Cook)

Assistant Secretary
Patricia Witt

ATTEST

Vice President

BY: *Patricia Witt*

as Trustee aforesaid, and not personally

This document prepared by:
Anita J. Flassig for
Heritage Bank
17500 S. Oak Park Ave.
Tinley Park IL 60477

HERITAGE TRUST COMPANY

Dated this 31st day of July 1992

041024

926244

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

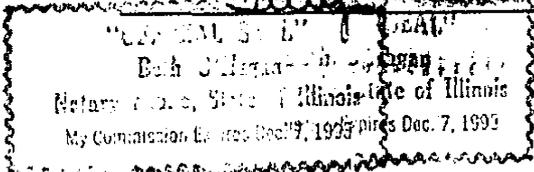
92624415

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 T. Sikora and Alinda Lee 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 31st day of July, 1992.



Bob 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

92624415

Box 15

UNOFFICIAL COPY

STATE OF ILLINOIS

CLERK OF THE CIRCUIT COURT

IN AND FOR THE COUNTY OF COOK

IN RE: [Illegible text]

Property of Cook County Clerk's Office

11/11/11

[Illegible text]

STATE OF ILLINOIS