

~~UNOFFICIAL COPY~~

THIS AGREEMENT made this 27th day of December, 1991 by and between Heritage Trust Company U/T/U #90-4171 dated December 11, 1990 herein referred to as "Trustee", and Heritage Bank formerly known as Heritage Bank Crestwood, owner and holder of the note secured by the following described Mortgage

WITNESSETH:

92648929

THAT WHEREAS Trustee heretofore executed a certain Mortgage dated the 27th day of December 1990, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 27, 1990, as Document Number 90-626384, conveying the above described premises to Heritage Bank formerly known as Heritage Bank Crestwood an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by Heritage Trust Company T/U/T #90-4171 dated December 27, 1990 payable in the sum of \$200,000.00 as therein provided.

DEPT-01 RECORDING 927.00
180010 TRAN 2877 09/01/92 15170:00
67477 # * - 92 - 648929
COOK COUNTY RECORDER

Legal Description

The North 183 feet of the West 350 feet of the North West 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, less that portion taken for condemnation in Case No. 74L2347 in the Circuit Court of Cook County, Illinois, described as follows: the South 17 feet of the North 50 feet of the that part of the above described Tract lying East of the East Line of Cicero Avenue, also excepting a Triangular Parcel lying Northwestwardly of a Line running from a Point 35.3 feet South of the South Line of 135th Street as now occupied to a Point on the South Line of the North 50 feet thereof 20.0 feet East of the East Line of Cicero Avenue, all in Cook County, Illinois, excepting therefrom the West 50.00 feet taken for Cicero Avenue and except the North 50.0 feet taken for 135th Street.

PIN #28-03-100-042

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Also known as: SE corner of 135th St. and Cicero Ave, Crestwood, Il., 60445

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

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.

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 by and the same is hereby modified to show the final payment, if not sooner paid, due on the second day of January, 1992, in one principal payment of \$200,000.00 plus interest. The interest rate to be applied to the unpaid principal balance of this modification will be at a rate of Base + 1.00%. In addition, borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date beginning JANUARY 27, 1992 with all subsequent interest payments to be due on the same day of each month there after.

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.

This Agreement is executed by Heritage Trust Co. U/T/A #90-4171 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 Heritage Trust Co. U/T/A #90-4171 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 Heritage Trust Co. U/T/A #90-4171 either individually, or as Trustee, or its successors personally are concerned, the holder of said

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NO. 558
11/11/11

Property of Cook County Clerk's Office

Release

Faint, illegible text on the left side of the page, possibly containing case details or a list of items.

Note, or of any instrument, accepting hereunder shall look solely to the premises herein described for the payment of same, or the enforcement of the lien created by said Heritage Bank, Co. 17077-420-4171.

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Dated this 27th day of December 1991 as Trustee aforesaid, and not personally

By: *Leslie Lee Duty*
Land Trust Officer

ATTEST:

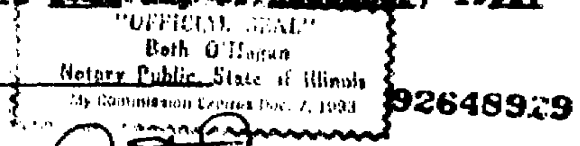
Beth O'Hagan
Assistant Secretary

STATE OF ILLINOIS)
County of Cook)
BETH O'HAGAN

I, Beth O'Hagan a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Joseph C. Briley and John F. Joyce who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of December, 1991.

Beth O'Hagan
(Notary Public)



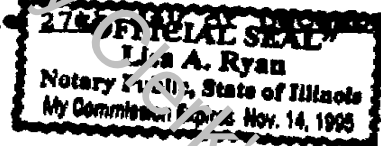
Joseph C. Briley
Joseph C. Briley

John F. Joyce
John F. Joyce

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that Joseph C. Briley and John F. Joyce who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 27th day of December, 1991.

Lisa A. Ryan
(Notary Public)
HERITAGE BANK



By: *John E. Leahy*
John E. Leahy, First Vice President

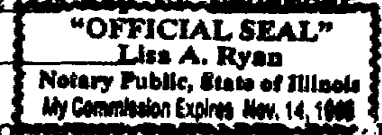
Attest: *Audrey Tancos*
Audrey Tancos, Secretary

STATE OF ILLINOIS)
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 and Audrey Tancos who are personally known to me to be the First Vice President and Secretary are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 she as custodian of the corporate seal of said Bank affixed the corporate seal 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 27th day of December, 1991.

Lisa A. Ryan
(Notary Public)



RETURN TO: Heritage Bank
17500 S. Oak Park Avenue
Tinley Park, IL 60477

THIS DOCUMENT PREPARED BY: Lisa Ryan

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