

# UNOFFICIAL COPY

102755

## EXTENSION/MODIFICATION AGREEMENT

This agreement made this 26th day of October, 1992 by and between  
Chicago Title Insurance Co., Trustee under Trust #1091707  
 herein referred to as MORTGAGORS and  
HERITAGE BANK, formerly Heritage Bank and Trust Company  
 OWNER and HOLDER of the Note secured by the following described Real Estate:

LOT 29 IN FREDERICK H. BARTLETT'S GOLF AND COUNTRY CLUB ESTATES BEING A SUBDIVISION OF THE SOUTH 2150 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7 AND EAST 40 FEET LYING NORTH OF SOUTH 2150 FEET OF SAID EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; ALSO WEST 874.71 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 7 ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1942 AS DOCUMENT NO. 12901128 IN COOK COUNTY, ILLINOIS.

FIN 32-07-403-001

DEPT-01 RECORDING #23.50  
 T#0010 TRAN 7308 12/23/92 15106100  
 #9112 \* - 92 - 769899  
 COOK COUNTY RECORDER

"JABE JABOITIO"  
 Recorder  
 Cook County, Illinois  
 200001 (Cook County Recorder)

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain ~~Trust Deed~~ / Mortgage dated the 27th day of September, 1991 and recorded in the office of the Recorder / Registrar of Deeds of Cook County, Illinois, on October 7, 1991 as Document Number 91 821784 conveying the following described premises to HERITAGE BANK, an Illinois Corporation, to secure payment for certain Principal Promissory Note executed by said mortgagors dated September 27th, 1992 payable in the sum of 1,085,000.00 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 and ~~Trust Deed~~ / Mortgage be and the same is hereby modified to show,

*Beginning December 1, 1992, Annual rate of Interest of 8.25%, Monthly principal and interest of \$10,557.41, to mature November 1, 2006, if not paid before.*

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

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\$ 23.50 E

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This agreement to execute by Chicago Title & Trust Company 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 Chicago Title & Trust Company 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 Chicago Title & Trust Company 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 Trustee Mortgage.

DATED this 7th day of Dec. 1992

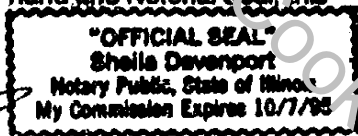
Chicago Title & Trust Company as trustee aforesaid, and not personally

ATTEST: Carolyn Paul ASST. SEC. BY: Peter Fickel ASST. V.P.

STATE OF ILLINOIS ) COUNTY OF COOK )

Before me, the undersigned Notary Public, personally appeared KAREN MICHEL and CAROLYN SAUER of Chicago Title & Trust Company, 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.

Given under my hand and Notarial Seal, this 7th day of December, 1992



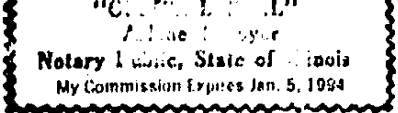
Sheila Davenport Notary Public

ATTEST: BY Assistant Secretary (Signature) BY Vice President (Signature) HERITAGE BANK

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 Danielle Walters 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 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 aforesaid for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 23rd day of October 1992



Arlene Shroyer Notary Public

THIS DOCUMENT PREPARED BY and RETURN TO: Arlene Shroyer Heritage Bank 12015 S. Western Av. Blue Island, Il. 60408



Heritage Bank

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