

92040692

MODIFICATION AGREEMENT

This Agreement made this 1st day of January, 19 92 by and between Amthiben T. Patel and Talashibhai V. Patel, his wife

herein referred to as MORTGAGORS and Heritage Bank, (formerly Heritage Bank and Trust co.)

OWNER AND HOLDER of the Note secured by the following described Real Estate.

WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain TRUST Deed/Mortgage dated the 29th day of September 19 89 and recorded in the office of the Recorder/Registrar of Deeds of Cook County, Illinois, on October 30, 1989 as Document Number 89 513535 conveying the following described premises to Heritage Bank and Trust Company, an Illinois Corporation, to secure payment for certain Principal Promissory Note executed by said mortgagors dated September 29, 1989 payable in the sum of 150,000.00 as therein provided: (Legal Description)

Lot 1 in First Addition to Ernest H. Klode's Towers Subdivision being a Subdivisin of part of the East 1/2 of the North West 1/4 of Section 33, Township 41, North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 10-33-107-017
5201 W. Farwell, Skokie, IL

DEPT-01 RECORDING \$25.00
TRACES TRAN 0048 01/10/92 10:26:00
6533 # 7 * - 92 - 040692
COOK COUNTY RECORDER

AND WHEREAS SAID 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 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/Mortgage be and the same is hereby modified to show, the next payment due February 1, 1992, Annual Rate of Interest of 7.75%, monthly Principal & Interest of \$1,430.71, to mature November 1, 2004, if not paid before.

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

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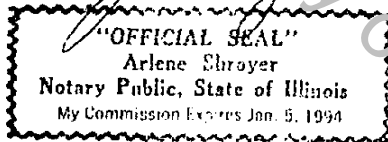
WITNESS the hands and seals of Mortgagors this day and year written above.

BY: (X) Amthiben T. Patel
Amthiben T. Patel
BY: (X) Talashibhai V. Patel
Talashibhai V. Patel

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 Amthiben T. Patel & Talashibhai V. Patel who are personally known to me to be the same person(s) and acknowledged that they signed, sealed and delivered the said Instrument as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of January 1992.



Arlene Shroyer
Notary Public

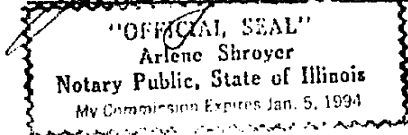
ATTEST: HERITAGE BANK AND TRUST COMPANY

BY: [Signature] (X) [Signature]

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said Coutny, in the State aforesaid, DO HEREBY CERTIFY, THAT Jamesh Ajwani, Executive Vice President of Heritage Bank and Trust Co. and Wm.N. Masterson, Asst. 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 Asst 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 13th day of January 1992.



Arlene Shroyer
Notary Public

RECORDERS BOX 451
Heritage Bank & Trust Co.
12015 Western Av.
Blue Island, Il. 60406

THIS DOCUMENT PREPARED BY:

Arlene Shroyer

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