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92192326

AMENDMENT AND MODIFICATION AGREEMENT

THIS AGREEMENT made this 10th day of November, 1991 by and between Heritage Bank formerly Heritage Bremen Bank Trust U/T/U #86-2785 dated July 29, 1986 herein referred to as "Trustee", and Heritage Bank formerly Heritage Bremen Bank and Trust Company, owner and holder of the note secured by the following described Trust Deed and Assignment of Rents:

Legal Description

Lot 10 in Block 1 in Arthur T. McIntosh and Company's Southlands, in the Southeast 1/4 of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #27-25-403-022-0000

Common Address: 17236 South Harlem, Tinley Park, IL. 60477

92192326

DEPT. OF RE. RECORDS
COOK COUNTY, ILL.
BOOK 2725 PAGE 03224/25 11:31:00
DATE: 11/10/91 BY: 911322

THAT WHEREAS Trustee heretofore executed a certain Trust Deed and Assignment of Rents dated the 21st day of September 1988, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 7, 1988 as Document Number 89-462651 and 89-462652, conveying the above described premises to Heritage Bank formerly Heritage Bremen Bank and Trust Co. an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by Heritage Trust Co. T/U/T #86-2785 and Thomas Thorsen and John Keating dated September 21, 1988 payable in the sum of \$365,000.00 as therein provided.

AND WHEREAS said Trust Deed and Assignment of Rents, 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 Trust Deed and Assignment of Rents, 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 Trust Deed and Assignment of Rents by and the same is hereby modified to show the first payment due on the first day of March, 1992, consisting of a principal and interest payment in the amount of \$3,515.21, and on the first day of each month thereafter at a rate of 9.50% fixed, with the final payment, of principal plus all accrued interest if not sooner paid, due on the tenth day of November, 1994.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Trust Deed and Assignment of Rents, 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 Trust Deed and Assignment of Rents 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 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 Co. T/U/T #86-2785 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. T/U/T #86-2785 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. T/U/T #86-2785 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 Heritage Trust Co. T/U/T #86-2785.

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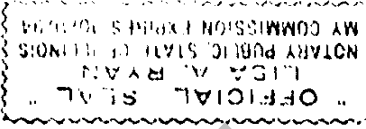
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STATE OF ILLINOIS)
County of Cook)

Attest: *Quaker Tavern*
Assistant Secretary

By: *O. E. Miller*
Vice President



Lida A. Ryan
(Notary Public)

GIVEN under my hand and Notarial Seal this 10th day of November, 1991.

I, *Thomas Thorsen* a Notary Public in and for and residing in said County, in the State of Illinois, do hereby certify that Thomas Thorsen and John Keating 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.

STATE OF ILLINOIS)
County of Cook)

9219208

By: *John Keating*
By: *Thomas Thorsen*

John Keating
(Notary Public)

GIVEN under my hand and Notarial Seal this 10th day of November, 1991.

I, *John Keating* a Notary Public in and for and residing in said County, in the State of Illinois, do hereby certify that Thomas Thorsen and John Keating 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.

STATE OF ILLINOIS)
County of Cook)

John Keating
Assistant Secretary

ATTEST

By: *John Keating*
as Trustee aforesaid, and not personally

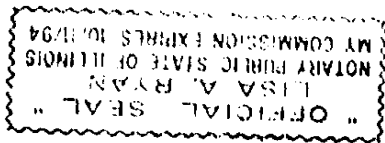
HERITAGE TRUST COMPANY

Dated this 10th day of November, 1991

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Property of Cook County Clerk's Office

90-70786



(Notary Public)

I, the undersigned a Notary Public in and for and residing in said county, in the state aforesaid, do hereby certify that James Valente of HERITAGE BANK and Audrey Tancogs who are personally known to me to be the Vice President and Assistant 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 10th day of November 1991.

UNOFFICIAL COPY

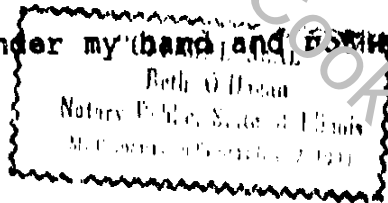
CORPORATE NOTARY

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 _____
 and _____ of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ 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 she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as 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 official seal this 10th day of November 1991.



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 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

92-11-15