

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT

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This Modification of Note, Mortgage and Assignment of Rents and Guaranty of Note and Mortgage (hereinafter referred to as the "Modification Agreement") made this 1st day of September, 1993, by GreatBanc Trust Company, Successor Trustee to First National Bank in Chicago Heights, not personally, but as Trustee under Trust Agreement dated May 5, 1976 and amended July 21, 1993, and known as Trust Number 3737 (hereinafter referred to as "Mortgagor") and FIRST NATIONAL BANK formerly known as First National Bank in Chicago Heights, (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Note dated November 6, 1981 in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) ("Note"), which Note is secured by a Mortgage ("Mortgage") of even date therewith, recorded on November 10, 1981 in the Recorder's Office of Cook County, Illinois as Document Number 26053981, and Assignment of Rents of even date therewith, recorded on November 10, 1981, in the Recorder's Office of Cook County, Illinois as Document Number 26053982, and amended by an Amendment dated April 20, 1982 and recorded on April 29, 1987 in the Recorder's Office of Cook County, Illinois as Document Number 87227427 and modified by a Modification Agreement dated March 14, 1987 and recorded on April 29, 1987 in the Recorder's Office of Cook County, Illinois as Document Number 87227427, all relating to the property legally described in Exhibit (A) attached hereto; and

WHEREAS, Mortgagor and Mortgagee and Guarantors have agreed to enter in this Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee, Mortgagor, Guarantors and Mortgagee agree that the Note, Mortgage, Assignment of Rents and Guaranty shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is \$96,881.61.
2. The maturity date of March 1, 1999 as reflected in the Note and Mortgage as previously amended and modified is hereby changed to August 31, 1998.
3. That commencing October 1, 1993 and on the first day of each month thereafter, Mortgagor shall pay the sum of One Thousand Eight Hundred Fifty-Four and 58/100 Dollars (\$1,854.58) principal including interest with a final payment of all principal and accrued interest on August 31, 1998. The rate of interest per annum shall be Eight and Three Quarters Percent (8.75%).
4. Except for the modifications stated hereinabove, the Note, Mortgage and Guaranty are not otherwise changed, modified or amended, and remains in full force and effect.

EXONERATION CLAUSE IS ATTACHED  
HERETO

SC 74497

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(2)

This MODIFICATION AGREEMENT is executed by Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained shall be construed as creating any liability on Mortgagor personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

GREATBANC TRUST COMPANY,  
Successor Trustee to First National Bank  
in Chicago Heights

By: Angela DiSanti  
Land Trust Officer

By: Ronda Strasser  
Assistant Trust Officer

GUARANTOR:

Anthony E. Bruni  
Anthony E. Bruni

FIRST NATIONAL BANK

By: Glenn W. Proud, Jr.  
Glenn W. Proud, Jr., Vice President

Attest: Cheri Coles  
Cheri Coles, Assistant Vice President

EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.

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10/27/2017

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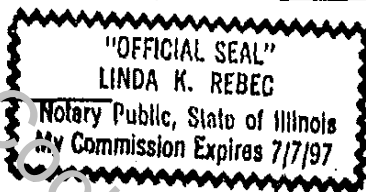
(3)

STATE OF ILLINOIS  
Cook County ss

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Angela Giannetti, personally known to me to be the Land Trust Officer, of GreatBanc Trust Company, and Ronda Strasser, personally known to me to be the Assistant Trust Officer, of said Corporation whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Land Trust Officer and Assistant Trust Officer of said Corporation as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 8th day of October, 1993.

Linda K. Rebec  
Notary Public

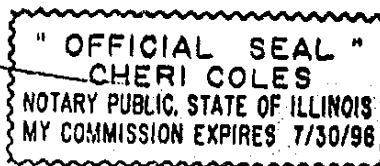


STATE OF ILLINOIS  
Cook County ss:

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Anthony E. Bruni personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 5th day of October, 1993.

Cheri Coles  
Notary Public



EXCERPTION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.

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COOK COUNTY CLERK'S OFFICE  
100 N. LAKE ST.  
CHICAGO, IL 60601  
TEL: (312) 603-4000

68-27549

68-27549

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## EXHIBIT "A"

This Exhibit attached to and made a part of Modification Agreement dated the first day of September, 1993.

The Real Property referred to in this Modification is described as follows:

PARCEL A: OUTLOT "B" IN CHICAGO HEIGHTS, A SUBDIVISION IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE EASTERLY 21 FEET OF OTTO BOULEVARD ADJOINING SAID OUTLOT "B" FROM THE WEST IN CHICAGO HEIGHTS, A SUBDIVISION IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: LOT 37 IN BLOCK 3 IN CHICAGO HEIGHTS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1600 Halsted Street, Chicago Heights, IL 60411

PIN #32-20-423-001-0000 & 32-20-422-026

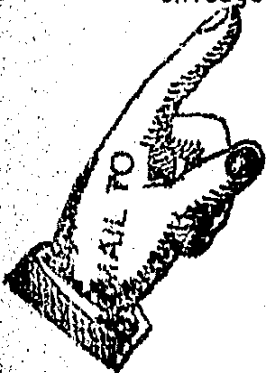
EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.

This instrument was prepared by:

First National Bank  
100 First National Plaza  
Chicago Heights, IL 60411

Please return recorded document to:

First National Bank  
100 First National Plaza  
Chicago Heights, IL 60411



32-20-423-001-0000

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 binding 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 liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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\_\_\_\_\_

GreatBanc Trust Company as Successor  
Trustee to First National Bank f/k/a  
First National Bank in Chicago Heights  
as Trustee under Trust No. 3737

By Angela Bianchetti  
Land Trust Officer

DEPT-01 RECORDINGS \$29.50

T#9999 TRAN 1216 12/20/93 09:53:00

#4149 # \* -93-842549

COOK COUNTY RECORDER

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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RETURN TO THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
131 N. LAUREL STREET, CHICAGO, ILL. 60602

FILED  
RECEIVED  
CLERK OF THE CIRCUIT COURT OF COOK COUNTY

131 N. LAUREL STREET  
CHICAGO, ILL. 60602