LITHER OF THE CONTROL OF THE PROPERTY OF THE P

THIS AGREEMENT made this 2nd day of March, 1993 by and between Conrad Construction Corporation herein referred to as "Borrower" and Roy E. Conrad herein referred to as "Mortgagor", and Heritage Banks Fowler (1877) TRAN 4873 43/15/93 11:50:00 note secured by the following described Mortgage: 18999 TRAN 4873 43/15/93 11:50:00

See attached legal description COOK COUNTY RECORDER 60

PIN #32-09-102-020 & 021

Common Address: 19301 Chicago Heights Road, Glenwood, IL 60425

THAT WHEREAS Roy E. Conrad heretofore executed a certain Mortgage dated the 2nd day of December, 1992, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 12/18/92 as Document Number 92956903, conveying the above described premises to Heritage Bank, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by the Borrower, Conrad Construction Corporation, dated 12/2/92 payable in the sum of \$40,000.00 as therein provided.

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 nutually agree as follows: That said Note and Mortgage he and the same are hereby modified to show the first payment due on the 2nd day of each month, consisting of monthly interest only, at a floating rate of Base + 2.0%, with the final payment, if not sooner paid, due on the 2nd day of June, 1993, of principal and all accrued interest.

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 he binding on the successors and assigns of Bank.

BORROWER:

CONRAD CONSTRUCTION CORPORATION

BV:

Roy E. Conrad. President

MORTGAGOR:

toy E Conrad, Individually

STATE OF ILLINOIS)
County of Cook ____)

90192236

residing in said County, in the State aforesaid, do hereby certify that Roy E. Conrad who is 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, sealed 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 and day of Match, 1993.

"OFFICIAL SEAL"
Beitijean Zbonski
Norarv Public, State of Illinois
My Commission Expires March 29, 1995

(Notary Public)

25.60

UNOFFICIAL COPY of

HERITAGE BANK

ATTEST (fuchus

STATE OF ILLINOIS > County of fact

Letteres freshi a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Walter R. Kilgore of Heritage Bank and Audrey Tancos of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 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, did affix the corporate seal of said Bank to said instrument as her 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 2nd day of March, 1993

"OFFICIAL SEAL" Beitijean Zhonski Notary Public. State of Illinois My C. menssion Ev., res. My ch. 29, 1995. COOK COUNTY IN 15 OFFICE OFFIC

RETURN TO:

Heritage Bank 17500 Oak Park Avenue Tinley Park, IL. 60477 THIS DOCUMENT PREPARED BY:

T#9999 TRAN 4873 93/15/93 11:50:00

#--93--192236

\$25.00

COOK COUNTY RECORDER

93492236

UNOFFICIAL, COPY

A tract of land comprising part of the South 1/2 of the Northwest 1/4 of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois. Said tract of land being described as follows: Beginning at a point on a line drawn perpendicular to the North line of said South 1/2 of Northwest 1/4 of Section 9, said perpendicular line passing thru a point on said North line, a distance of 227.51 feet East of the Intersection of said North line with the center line of Glenwood Road and said point of beginning being 194 feet South of said North line of South 1/2 of Northwest 1/4 of Section 9; thence South along said perpendicular line, a distance of 154 feet; thence West parallel with said North Hine of South 1/2 of Northwest 1/4 of Section 9, a distance of 343.61 feet to said center line of Glenwood Road; thence Northeasterly along said center line, a distance of 162.34 feet to an Intersection with a line drawn parallel with and 194 feet South of said North line of South 1/2 of Northwest 1/4 of Section 9; thence East along last described parallel line, a distance of 292.23 feet to the point of beginning (except part taken for Glenwood Road). ALSO A tract of land comprising part of the South 1/2 of the Northwest 1/4 of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, said tract of land being described as follows: Beginning at the intersection of the North line of said South 1/2 of Northwest 1/4 of Section 9 with the center line of Glenwood Road; and running thence East along And North line of South 1/2 of Northwest 1/4 of Section 9, a distance of 227.51 feet; thence South, perpordicular to said North line of South 1/2 of Northwest 1/4 of Section 9, a distance of 194 feet; thence West parallel with said North line of South 1/2 of Northwest 1/4 of Section 9, a distance of Prite.

Point c.

Control

Con 292.23 feet to (all) center line of Glenwood Road; thence Northeasterly along said center line, a distance of 204,51 feet to the point of beginning (except part taken for Glenwood Road).