

UNOFFICIAL COPY

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EXTENSION/MODIFICATION AGREEMENT

This agreement made this 27th day of April, 1993 by and between
CHICAGO TITLE AND TRUST COMPANY, 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 2160 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7 AND EAST 40 FEET LYING NORTH OF SOUTH 2160 FEET OF SAID EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, ALSO WEST 674.71 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.

PIN 32-07-403-001
 1613 Cambridge
 Flossmoor, IL

DEPT-01 RECORDING \$23.50
 T#8888 TRAN 9074 05/19/93 14:59:00
 #1059 # 93-379878
 COOK COUNTY RECORDER

JAN 22 1993
 JAMES J. JACOBSON
 Recorder of Cook County, Illinois

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 521764 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, 1991 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,

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Monthly beginning June 1, 1993, Principal and Interest of \$10,267.43, Annual Rate of Interest at 7.75%, 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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This agreement is executed 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 ~~Trust~~ Mortgage.

DATED this 10th day of May 1993

CHICAGO TITLE & TRUST COMPANY
as trustee aforesaid, and not personally

ATTEST:

[Signature] BY: [Signature]
Notary Public Not. Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, the undersigned Notary Public, personally appeared KAREN MICHEL and VERZEL MARGIEZ 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 10th day of May, 1993.

"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 10/7/95

[Signature]
Notary Public

ATTEST:

BY: [Signature] HERITAGE BANK [Signature]
Assistant Secretary Vice President

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 Debra Hennessey 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 27th day of April 1993.

"OFFICIAL SEAL"
Arlene Shroyer
Notary Public, State of Illinois
My Commission Expires Jan. 5, 1994

[Signature]
Notary Public

THIS DOCUMENT PREPARED BY and RETURN TO: Arlene Shroyer ([Signature])
Heritage Bank
12015 S. Western Av.
Blue Island, Il. 60406

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Heritage Bank