

THIS AGREEMENT made this 2nd day of April, 1994 by and between Heritage Trust Company as Trustee u/t/a 89-3705 dated 6/12/89 herein referred to as "Trustee", and Heritage Bank formerly known as Heritage Bremen Bank & Trust Company, owner and holder of the note secured by the following described <sup>23.50</sup> Mortgage: 94505995 : T:0012 TRAN 3372 06/08/94 10:54:00  
: \$3002 # SK #-94-505995  
: COOK COUNTY RECORDER

**Legal Description:**

LOT 3 (EXCEPT THE EAST 17 FEET THEREOF TAKEN FOR HIGHWAY PURPOSES) IN BLOCK 39 IN ARTHUR T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 33/80THS FEET OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #28-09-404-023-0000

94505995

2350 K.W.

Common Address: 15028 S. CICERO AVENUE - OAK FOREST, IL 60452

THAT WHEREAS Trustee heretofore executed a certain Mortgage and Assignment of Rents dated the 2nd day of October, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 4, 1989 as Document Number 89468715 & 89468716, conveying the above described premises to Heritage Bank formerly known as Heritage Bremen Bank & Trust Company an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by the Borrower James A. Malecky dated October 2, 1989 payable in the sum of \$500,000.00 as therein provided.

AND WHEREAS said Mortgage 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 Mortgage 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 Mortgage and Assignment of Rents by and the same is hereby modified to show the first payment due on the 2nd day of May 1994, consisting of monthly interest only, at a rate of 8.25% fixed, with the final payment, of principal plus all accrued interest if not sooner paid, due on the 2nd, day of October, 1994.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Mortgage 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 Mortgage 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 Mortgage 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. u/t/a #89-3705 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. u/t/a #89-3705 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. u/t/a #89-3705 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. u/t/a #89-3705.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94505005

HERITAGE TRUST COMPANY

as Trustee aforesaid, and not personally  
By: [Signature] Land Trust Officer

ATTEST

[Signature]  
Assistant Secretary

R DEPT-01 RECORDING \$23.50  
T#0012 TRAN 3372 06/08/94 10:54:00  
#3002 \$ SK \*-94-505995  
COOK COUNTY RECORDER

STATE OF ILLINOIS )  
County of Cook )

I, ANNE M. MARCHERT a Notary Public in and for and residing  
in said County, in the State aforesaid, do hereby certify  
that [Signature] and [Signature] 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.

GIVEN under my hand and Notarial Seal this 2 day of April, 1994.

[Signature]  
(Notary Public)



BORROWER:

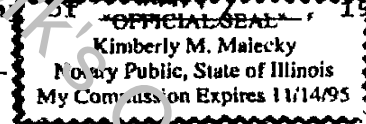
By: [Signature]  
James A. Malecky

STATE OF ILLINOIS )  
County of Cook )

I, KIMBERLY M. MALECKY a Notary Public in and for and residing  
in said County, in the State aforesaid, do hereby certify that James A.  
Malecky 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 they signed, sealed and delivered the said Instrument  
as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25<sup>th</sup> day of April, 1994.

[Signature]  
(Notary Public)



By: [Signature]  
First Vice President

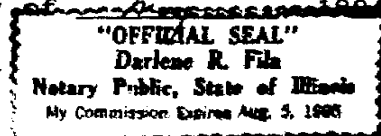
Attest: [Signature]  
Assistant Secretary

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 Howard  
Kockler of HERITAGE BANK and Audrey Tanco who are personally known to me to  
be the First 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 25<sup>th</sup> day of April, 1994.

[Signature]  
(Notary Public)



94507005

UNOFFICIAL COPY

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COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

PREPARED AND MAIL TO: Darlene Fila  
Heritage Bank  
17500 S. Oak Park Ave.  
Tinley Park, IL 60477

