

13057 S. Western Ave., Blue Island, IL 60406
11346 S. Cicero Ave., Alsip, IL 60858
(708) 385-2200
LENDER

UNOFFICIAL COPY



**MODIFICATION AND
EXTENSION OF MORTGAGE**

58 ENTERPRISE LAND TITLE, LTD.

<p>GRANTOR HERITAGE COUNTY BANK & TRUST, as Trustee, under Trust Agreement No. 2675 dated APRIL 26, 1985. HERITAGE TRUST COMPANY AS SUCCESSOR TRUSTEE</p> <p style="text-align: center;">ADDRESS 94941347</p> <p>IL TELEPHONE NO. IDENTIFICATION NO.</p>	<p>BORROWER HERITAGE COUNTY BANK & TRUST, as Trustee, under Trust Agreement No. 2675 dated APRIL 26, 1985. HERITAGE TRUST COMPANY AS SUCCESSOR TRUSTEE</p> <p style="text-align: center;">ADDRESS</p> <p>IL TELEPHONE NO. IDENTIFICATION NO.</p>
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THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 15TH day of AUGUST, 1994, is executed by and between the parties indicated below and Lender.

On JUNE 15, 1987, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,900,000.00), which Note was secured by a Mortgage ("Mortgage") executed by Grantor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book _____ at Page _____ Filing date JULY 17, 1987 as Document No. 87396419 in the records of the Recorder's (Registrar's) Office of COOK County, Illinois. The Note and Mortgage and any other related documents including, but not limited to, a Guaranty dated JUNE 15, 1987 executed by Guarantor for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

- (1) The maturity date of the Note is extended to AUGUST 15, 2002, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- (2) The parties acknowledge and agree that, as of AUGUST 15, 1994, the unpaid principal balance due under the Note was \$ 1,328,885.77, and the accrued and unpaid interest on that date was \$ n/a.
- (3) Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.
- (4) Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
- (5) Borrower, Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, set-offs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.
- (6) The Mortgage is further modified as follows:
95 PAYMENTS OF \$15,000.00 PRINCIPAL PLUS INTEREST BEGINNING 09/15/94 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST IS DUE 08/15/2002.

SCHEDULE A

SEE RIDER ATTACHED AND MADE A PART HEREOF

10/31/94 0005 MCH 10:49
RECORDING 27.00
94941347 M
10/31/94 0005 MCH 10:50

**COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE**

94941347

Address of Real Property:
14402-40 JOHN HUMPHREY DRIVE
ORLAND PARK, IL 60462

Permanent Index No.(s): 27-10-100-084-0000, 27-10-100-067-0000, 27-10-100-068-0000, 27-10-100-069-0000

SCHEDULE B

EXISTING LIENS OF RECORD.

RETURN TO BOX 98



UNOFFICIAL COPY

GRANTOR: HERITAGE COUNTY BANK & TRUST
as Trustee under Trust Agreement No. 2675

GRANTOR:

HERITAGE TRUST COMPANY AS SUCCESSOR TRUSTEE

not personally, but as Trustee

BY: Linda Lee Duty
Land Trust Officer

ATTEST:

GRANTOR:

Abst. Secretary

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER: HERITAGE COUNTY BANK & TRUST
as Trustee under Trust Agreement No. 2675
HERITAGE TRUST COMPANY AS SUCCESSOR TRUSTEE

BORROWER:

not personally, but as Trustee

BORROWER:

BY: Linda Lee Duty
Land Trust Officer

ATTEST:

BORROWER:

Abst. Secretary

BORROWER:

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF:

BORROWER:

BORROWER:

BORROWER:

GUARANTOR:

DAVID E. O'MALLEY

GUARANTOR:

GUARANTOR:

ROBERT E. HANSEN

GUARANTOR:

LENDER: FIRST NATIONAL BANK OF BLUE ISLAND

JAMES O. JURIK
SENIOR VICE PRESIDENT

State of Illinois
County of Cook

State of Illinois
County of Cook

I, Marcia E. Kavanaugh, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY that David E. O'Malley & Robert E. Hansen personally known to me to be the same person S whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Y signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this August 15, 1994 by James O. Jurik as Dr. Vice President on behalf of the First National Bank of Blue Island.

Given under my hand and official seal, this 26th day of Sept. 1994

Given under my hand and official seal, this 26th day of Sept. 1994

Marcia E. Kavanaugh
Notary Public

Marcia E. Kavanaugh
Notary Public

Commission expires:

OFFICIAL SEAL
MARCIA E. KAVANAUGH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 31, 1996

Commission expires:

OFFICIAL SEAL
MARCIA E. KAVANAUGH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 31, 1996

UNOFFICIAL COPY

That part of Lot 3 in 144th Place Commercial Subdivision lying East of the following described line:

Beginning at a point on the Southerly Line of said Lot 3 that has an arc distance of 48.99 feet Easterly of the Southwest corner of said Lot 3; thence North of 00 degrees, 41 minutes, 57 seconds East along a line parallel with a West line of Lot 3 and the East line of Lot 1, 372.09 feet to the South line of Lot 6, also all of Lots 4 and 5 in said 144th Place Commercial Subdivision, except that part of said Lots 4 and 5 described as follows:

Beginning at the Northeast corner of said Lot 5 thence South 89 degrees, 52 minutes West along the North line thereof, 182.50 feet; thence South 0 degrees, 8 minutes, 0 seconds East, 291.08 feet to the Southerly line of said Lot 5; thence South 02 degrees, 01 minutes West, 62.49 feet to a point on the Easterly Line of said Lot 4; that is 153.00 feet Northeasterly of the Southeast corner of said Lot 4; thence North 40 degrees, 54 minutes, 19 seconds East along the Easterly line of Lot 4, 54.21 feet to a point of curve; thence Northeasterly along a curve convex Easterly and having a radius of 628.66 feet, an arc distance of 350.04 feet to that point of beginning, all in said 144th Place Commercial Subdivision, being a subdivision of part of the West 1/2 of the Northwest 1/4 of Section 10, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

94941347

Cook County Clerk's Office

UNOFFICIAL COPY

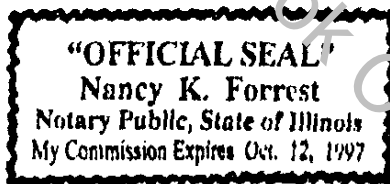
CORPORATE NOTARY

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 Linda Lee Lutz and Lynda A. Blust of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer 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 notarial seal this 17th day of October 1994.



Nancy K. Forrest
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