

# UNOFFICIAL COPY

EXTENSION AND MODIFICATION AGREEMENT

94294062

THIS AGREEMENT made this 4th day of March, 1994 by and between Heritage Trust Company as Successor Trustee to Bremen Bank and Trust Company, T/U/T #77-897 dated May 24, 1977 herein referred to as "Trustee", and Heritage Bank formerly known as Heritage Bank Tinley Park, owner and holder of the note secured by the following described Mortgage and Assignment of Rents:

UNIT NUMBERS 3, 4, 5, 7 AND 8, INCLUSIVE, IN 15311-29 SOUTH 70TH COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 5 & 6 IN HARLEM AVENUE BUSINESS CENTER SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90073687 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CCL.

PIN #28-18-100-050-1003, 28-18-100-050-1004, 28-18-100-050-1005, 28-18-100-050-1007, AND 28-18-100-050-1008

Common Address: 15311-21 S. 70th Ct., Oak Forest, IL 60452

THAT WHEREAS Trustee heretofore executed a certain Mortgage and Assignment of Rents dated the 4th day of June 1990, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 18, 1990 as Document Numbers 90285288 and 90285289, conveying the above described premises to Heritage Bank formerly known as Heritage Bank Tinley Park an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by Thomas J. Stuchly dated June 4, 1990 payable in the sum of \$375,000.00 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, Mortgage and Assignment of Rents be and the same is hereby modified to show an interest rate of 10.50% with five (5) monthly payments of principal and interest of \$2,957.52 plus 1/12 of the annual real estate taxes, beginning April 4, 1994 with a final payment of principal plus all accrued interest, if not sooner paid, due on the 4th day of September, 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, 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, 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 Company T/U/T #77-897 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 Company T/U/T #77-897 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 Company T/U/T #77-897 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 Company T/U/T #77-897.

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Dated: the 4th day of March, 1924

**COOK COUNTY**  
**RECORDER**  
**JESSE WHITE**  
**BRIDGEVIEW OFFICE**

HERITAGE TRUST COMPANY

Land Trust Officer  
as Trustee aforesaid, and not personally

By: *Anna Lee Tutz*  
Land Trust Officer

WITNESSES APPEARED BEFORE ME AND PERSONALLY MADE A PART THEREOF.

ATTEST

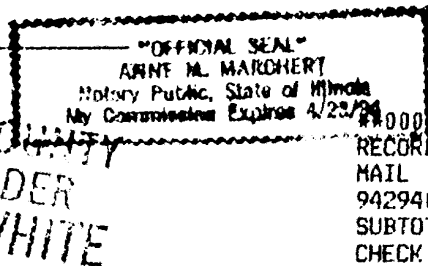
*Anna Lee Tutz*  
Authorized Signature Not Secretary

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 Anna Lee Tutz and Thomas J. Stuchly 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 4th day of March, 1924.

*Anna M. Marchert*  
(Notary Public)



BORROWER:

By: *Thomas J. Stuchly*  
Thomas J. Stuchly

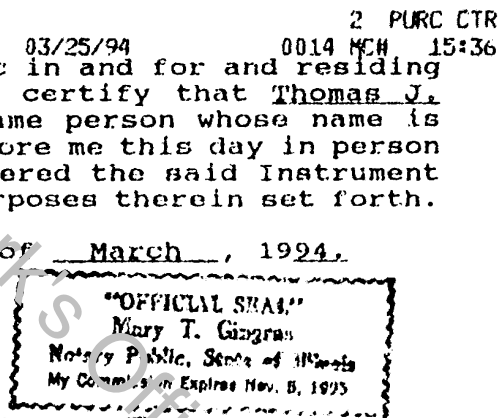
**COOK COUNTY**  
**RECORDER**  
**JESSE WHITE**  
**BRIDGEVIEW OFFICE**

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 Thomas J. Stuchly 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 4th day of March, 1924.

*Mary T. Grogan*  
(Notary Public)



By: *John E. Leahy*  
First Vice President

Attest: *Audrey Tancos*  
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 John E. Leahy of HERITAGE BANK and Audrey Tancos 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.

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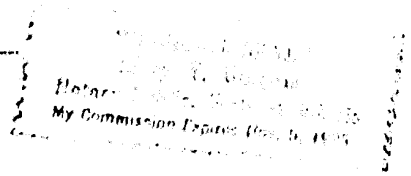
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GIVEN under my hand and Notarial Seal this 4th day of March, 1994.

Mary A. Gingras  
(Notary Public)



RETURN TO: Heritage Bank - Tracy Gingras  
17500 S. Oak Park Avenue  
Tinley Park, IL 60477

THIS DOCUMENT PREPARED BY: Tracy Gingras

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## RIDER

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 the 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

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