

94391495

# 402045  
TEAM 19

# UNOFFICIAL COPY

## EXTENSION/MODIFICATION AGREEMENT

This agreement made this 25th day of March, 1994 by and between  
Heritage Trust Company, as Trustee under Trust #2443  
herein referred to as MORTGAGORS and  
Heritage Bank

OWNER and HOLDER of the Note secured by the following described Real Estate:

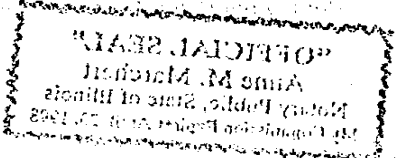
THE NORTH 28.19 FEET OF LOT 10, LOT 11, AND LOT 12 (EXCEPT THE NORTH 218.73 FEET THEREOF, ALL AS MEASURED ALONG THE WEST PROPERTY LINE OF LOTS 10, 11 AND 12 IN LOMBARD'S RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 8 TO 10 IN THE FIRST ADDITION TO ALSIP INDUSTRIAL HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO - LOT 1 IN LOMBARD'S RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 8, 9 AND 10 IN FIRST ADDITION TO ALSIP INDUSTRIAL HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-27-411-001 & 24-27-410-002, 014 & 017

DEPT-01 RECORDING \$23.50  
T#0012 TRAN 0057 05/02/94 08:43:00  
#6699 + SK # -94-391495  
COOK COUNTY RECORDER

12355 S. Kedvale Avenue, Alsip, Illinois 60658



WITNESSETH:

THAT WHEREAS Mortgagor heretofore executed a certain Trust Deed / ~~Mortgage~~ dated the 23rd day of September, 1983 and recorded in the office of the Recorder / ~~Recorder~~ of Deeds of Cook County, Illinois, on March 12, 1984 as Document Number 26795808 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 23, 1983 payable in the sum of \$ 143,000.00 as therein provided.

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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,

*next payment due May 1, 1994, with the final payment, if not sooner paid, due on the first day of April, 1998. Monthly Principal + Interest of \$1,965.90, plus Escrow. Rate of Interest of 9.250%*

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 Heritage 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 Heritage 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 Heritage 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 Deed ~~XXXXXX~~.

DATED this 25<sup>th</sup> day of March 1994

Heritage Trust Company  
as trustee aforesaid, and not personally

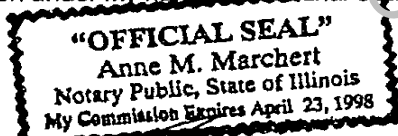
ATTEST: [Signature]

BY: Linda Lee Lutz

STATE OF ILLINOIS )  
COUNTY OF COOK )

Before me, the undersigned Notary Public, personally appeared Linda Lee Lutz and Linda A. Blust of Heritage 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 25<sup>th</sup> day of March 1994.



Anne M. Marchert  
Notary Public

ATTEST: [Signature]  
BY: [Signature]  
Assistant Secretary

HERITAGE BANK  
Danielle Walters  
Vice President

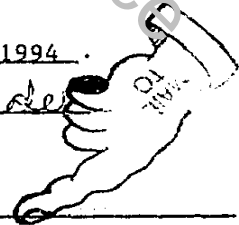
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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Danielle Walters Vice President of HERITAGE BANK and William 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 25<sup>th</sup> day of March 1994.

Allen K. Bender  
Notary Public



THIS DOCUMENT PREPARED BY and RETURN TO: Allen Bender  
Heritage Bank  
12015 S. Western Avenue  
Blue Island, IL 60406



Heritage Bank