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EXTENSION AND MODIFICATION AGREEMENT

This Agreement made this 4th day of June, 1995 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 Thomas J. Stuehly herein referred to as "Borrower" and Heritage Bank f/k/a Heritage Bank Tinley Park herein referred to as "Bank", owner and holder of the note secured by the following described Real Estate:

DEPT-01 RECORDING \$27.50
 T00011 TRAN 7762 08/04/95 16118100
 #0928 # RV *-95-516447
 COOK COUNTY RECORDER

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

Units 5, 7 and 8 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 or part of the NW 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 Cook County, Illinois.

PIN NUMBERS: 28-18-100-050-1005, 28-18-100-050-1007 and 28-18-100-050-1008

COMMON ADDRESS: 15311-21 South 70th Court, 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 18th, 1990 as Document Numbers 90285988 and 90285989, and certain Extension and Modification Agreements dated the 26th day of March, 1994 and the 4th day of September, 1994, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 25th, 1994 and January 9th, 1995, respectively, as Document Numbers 94294062 and 95014295, conveying the above described premises to Heritage Bank f/k/a Heritage Bank Tinley Park, an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by the Borrower dated June 4, 1990, payable in the sum of \$375,000.00 as therein provided, with a current principal balance of \$152,256.89.

AND WHEREAS said Mortgage, Assignment of Rents and Extension and Modification Agreements 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 Note, Mortgage, Assignment of Rents and Extension and Modification Agreements 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, Assignment of Rents and Extension and Modification Agreements be and the same is hereby modified to show an interest rate of 10.50% with thirty-five (35) monthly payments of principal and interest of \$1,677.10 plus 1/12 of the annual real estate taxes, beginning July 4, 1995 with a final payment of principal plus all accrued interest, if not sooner paid, due on the 4th day of June, 1998.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note, Mortgage, Assignment of Rents and Extension and Modification Agreements 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,

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~~Mortgage, Assignment of Rents and Extension and Modification Agreements as heretofore 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, Assignment of Rents and Extension and Modification Agreements as modified shall extend to and be binding on the successors and assigns of the parties hereto.~~

WITNESS the hand and seal of Trustee this day and year above written.

This Agreement is executed by ~~Heritage Trust Company as Successor Trustee to Bremen Bank and Trust Company, T/U/C #77-897 dated May 24, 1977~~, 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 as Successor Trustee to Bremen Bank and Trust Company, T/U/C #77-897 dated May 24, 1977~~, 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 as Successor Trustee to Bremen Bank and Trust Company, T/U/C #77-897 dated May 24, 1977~~, 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 ~~Mortgage~~.

Dated this 4th day of June, 1995

HERITAGE TRUST COMPANY

as Trustee aforesaid, and not personally
Successor

BY:

Maude Lee Lutz
Land Trust Officer

ATTEST

[Signature]
Asst. Secretary

STATE OF ILLINOIS)

County of Cook)

CORPORATE NOTARY ATTACHED

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, do hereby certify that _____ 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of June, 1995.

(Notary Public)

BORROWER:

BY: Thomas J. Stuchly
Thomas J. Stuchly

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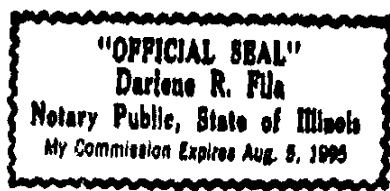
STATE OF ILLINOIS)

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 L. 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 he 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 June, 1995.

[Signature]
(Notary Public)



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ATTEST:

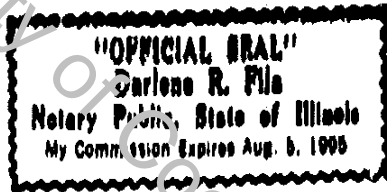
BY: Joseph F. Specht
Joseph F. Specht
Assistant Vice President

BY: Howard K. Kockler
Howard K. Kockler
Assistant Secretary

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 Joseph F. Specht, Assistant Vice President of Heritage Bank and Howard K. Kockler, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President 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 Bank, as Trustee as 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 her 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 4th day of June, 1995.



Darlene R. Fila
(Notary Public)

RETURN TO:
Heritage Bank
17500 Oak Park Avenue
Tinley Park, IL 60477

THIS DOCUMENT PREPARED BY:
Paige A. Alcorn



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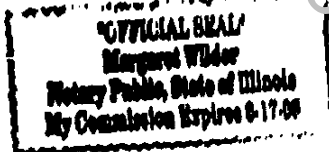
CORPORATE NOTARY

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 2nd day of August 1998.



Margaret Wilder
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

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