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## MODIFICATION AGREEMENT

This Modification of Loan #17596 and Mortgage (herein after referred to as the "Modification Agreement") made this 16th day of April, 1996, by East Side Bank and Trust Company, not personally, but as Trustee U/T/A dated April 16, 1990 A/K/A Trust #1566 and Marquette National Bank, not personally, but as Trustee U/T/A dated April 29, 1980 A/K/A Trust #9504 (hereinafter referred to as "Mortgagors") and East Side Bank and Trust Company (hereinafter referred to as "Mortgagee") and Brian L. Alexander and Frances A. Alexander (hereinafter referred to as "Guarantors").

DEFT-01 RECORDING \$29.00  
T#2222 TRAN 9250 05/29/96 08:42:00  
#5500 + SA \*-96-402312  
COOK COUNTY RECORDER

## WITNESSETH

WHEREAS, Mortgagors have executed and delivered to Mortgagee that certain First Mortgage Note dated October 6, 1995, in the original amount of One Hundred Twenty Five Thousand Nine Hundred Twenty Six and 59/100 Dollars (\$125,926.59) ("Note"), which Note is secured by a Mortgage ("Mortgage") of even date therewith, recorded on October 23, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95721873 and a Second Mortgage ("Second Mortgage") of even date therewith, recorded on October 23, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 95721876 relating to the property legally described in Exhibit "A", attached hereto; and

WHEREAS, Mortgagors, Mortgagee and Guarantors have agreed to enter into this Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for the other good and valuable consideration, the receipt of which is hereby acknowledged by Mortgagee; Mortgagors, Mortgagee and Guarantors agree that the Note, Mortgage and Second Mortgage shall hereby be modified as follows:

- 1.) It is hereby acknowledged that as of the date hereof the present principal balance due under the Note, Mortgage and Second Mortgage heretofore referred to is \$125,928.10.
- 2.) That commencing May 10, 1996, and on the 10th day of each month thereafter, Mortgagor shall pay principal and accrued interest of One Thousand One Hundred Ninety Four and 44/100 Dollars (\$1,194.44) with a final payment of all principal and accrued interest, if not paid sooner, on November 10, 2000.
- 3.) Mortgagor also agrees to remit the amount of Three Hundred Five and 17/100 Dollars (\$305.17) which represents ten days of accrued interest due. This Modification Agreement will not take effect until such time as this amount is received by Mortgagee.
- 4.) Except for the modifications stated hereinabove, the Note, Mortgage and Second Mortgage are not otherwise changed, modified or amended, and remain in full force and effect.

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THIS MODIFICATION AGREEMENT is executed by Mortgagors, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagors personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed as of the date first above written.

EAST SIDE BANK AND TRUST COMPANY NOT  
PERSONALLY BUT AS TRUSTEE U/T/A DATED  
APRIL 16, 1990 A/K/A TRUST #1566

BY:

Thomas J. Olivieri  
Thomas J. Olivieri, Trust Officer (Mortgagor)

BY:

Anne Marie Guiden  
Anne Marie Guiden, Trust Officer (Mortgagor)

MARQUETTE NATIONAL BANK NOT  
PERSONALLY BUT AS TRUSTEE U/T/A DATED  
APRIL 19, 1980 A/K/A TRUST #9504

BY:

Joyce Madsen  
Joyce Madsen, Trust Officer (Mortgagor)

Attest: BY:

[Signature]  
(Mortgagor) Assistant Secretary

Exculpatory Language Attached Hereto and  
made a part hereof

GUARANTORS:

BY:

Brian L. Alexander  
Brian L. Alexander (Guarantor)

BY:

Frances A. Alexander  
Frances A. Alexander (Guarantor)

EAST SIDE BANK AND TRUST COMPANY

Paul Vukanic  
Paul Vukanic, Com'l Loan Officer (Mortgagee)

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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 be 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 binding 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 liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, 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.

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## EXHIBIT A

### Parcel 1 (Legal Description of First Mortgage to East Side Bank & Trust Company Trust #1566)

Unit Number 2 in 15311-29 South 70th Court Condominium as delineated on a survey of the following described real estate: Lots 5 and 6 in Harlem Avenue Business Center Subdivision of part of the Northwest 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, which survey shall include attached as Exhibit 'D' to the Declaration of Condominium recorded as document 90073687, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PIN: 28-18-100-050-1002

Common Address: 15313 S. 70th Court  
Orland Park, IL 60462


### Parcel 2 (Legal Description of Second Mortgage to Marquette National Bank Trust #9504)

Lot 11 in Block 10 in Villa West Addition to Orland Heights, Unit 3, a Subdivision of part of the North West 1/4 of Section 2, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 27-02-111-011-0000

Common Address: 13869 Redwood Drive  
Orland Park, IL 60462

Prepared by: Anne Marie Guiden

Mail to:  East Side Bank and Trust Company  
10635 South Ewing Avenue  
Chicago, Illinois 60617

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6/11/2011