

UNOFFICIAL COPY

96001804

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this 20TH day of OCTOBER, 1995, by and between HARRIS BANK ARGO, a corporation organized and existing under the laws of the United States of America, hereinafter referred to as "Bank", and HARRIS BANK HINSDALE AS TRUSTEE U/T/A DATED 7-24-91 A/K/A TRUST #2946 hereinafter collectively referred to as "Borrowers".

W I T N E S S E T H:

25.00
P. 22.00

WHEREAS, Borrowers executed an Installment Note (hereinafter referred to as "Note") dated OCTOBER 20, 1995, payable to the order of HARRIS BANK ARGO, (and identified by the Bank by Identification No. _____); and

WHEREAS, the Note is secured by a Mortgage or Trust Deed (hereinafter referred to as "Mortgage") dated OCTOBER 20, 1994, and recorded NOVEMBER 8, 1994, in the office of the COOK County Recorder of Deeds as Document No. 94941372 (and identified by the Bank by Identification No. _____) as to real estate legally described as:

LOT 6 (EXCEPT THE WEST 320.0 FEET THEREOF) AND ALSO THE SOUTH 65.0 FEET OF THE EAST 95.0 FEET OF THE WEST 320.00 FEET OF LOT 6 AND ALSO LOT 11 (EXCEPT THE NORTH 10.0 FEET OF THE WEST 225.0 FEET THEREOF) ALL IN ASSESSORS DIVISION NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PERM TAX ID NO 27-12-100-019-0000

75 79 516 OF/MC

P.I.Q. 7905 W 143RD ST, ORLAND PARK IL 60462

RECORDING	\$25.00
TRAN 8468 01/02/96 09:17:00	
79168 + JMI * -96-001804	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$22.00

WHEREAS, Borrowers have requested a modification of the maturity date on the principal balance remaining unpaid; and

WHEREAS, the Bank is agreeable to the modifications contained herein; and

WHEREAS, the parties hereto are desirous of reducing these agreements to writing.

NOW, THEREFORE, in consideration of the foregoing and the agreements of the parties hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. The preambles set forth above are hereby incorporated into and made a part of this Agreement.
2. The Bank does hereby consent and agree to a modification of the obligation described in the aforesaid Mortgage and Installment Note as follows:
 - A. The principal indebtedness as of the date of this agreement is SIX HUNDRED SIXTY THOUSAND AND NO/100*****(\$660,000.00) Dollars;
 - B. The final payment of principal and interest, if not sooner paid, shall be due on OCTOBER 20, 1997.
3. In all other respects and except as modified herein, the parties hereto hereby ratify and affirm all terms and conditions set forth in the aforesaid Mortgage and Note.

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BOX 333-CTI

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth above.

BORROWERS:

BANK:

HARRIS BANK HINSDALE AS TRUSTEE U/T/A
DATED 7-24-91 A/K/A TRUST #2946
BY: ①

HARRIS BANK ARGO
BY: T.H. WOJEWNIK
T.H. WOJEWNIK, VICE PRESIDENT

BY ② SIGNATURES AND EXCULPATORY ATTACHED.

ATTEST: A.P. FIORENTINO
A.P. FIORENTINO, SECRETARY

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, KATHLEEN M.G. SMITH, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT T.H. WOJEWNIK VICE President of HARRIS BANK ARGO, and A.P. FIORENTINO Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and 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 Secretary then and there acknowledged that, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as THEIR own free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20TH day of OCTOBER, 1995

"OFFICIAL SEAL"
KATHLEEN M.G. SMITH Kathleen M.G. Smith
Notary Public, State of Illinois
My Commission Expires 12-9-97
KATHLEEN M.G. SMITH

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, _____

RETURN TO: Harris Bank Orland Park
a Branch of Harris Bank Argo
8400 W. 159th Street
Orland Park, Illinois 60462

PREPARED BY: CHRISTINE M JANKOWSKI

ITS-000 X100

96001804

FORMHOOD-3

STANDARDIZATION OF FORMS LEGISLATION

Presented as a complementary template for the verification of legislative compliance.

The border of this transparency is provided for the verification of compliance with the 1/2" clean margin requirement only. Inclusion of a border on a document presented for recording may result in an additional fee charged for non-compliance. Document copy should fall cleanly within this border without touching its edges.

The Recorder shall charge an additional fee, in an amount equal to the fee otherwise provided by law, for recording a document (other than a document filed under the Plat Act) that does not conform to the following standards:

- 1.) The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form.
- 2.) The document shall be printed in black ink, typewritten or computer generated, in at least 10-point type. (This sentence is prepared in computer-generated WordPerfect version 6.0 in Times New Roman 11-point type.)
- 3.) The document shall be on white paper of not less than 20 pound weight and shall have a clean margin of at least one-half inch on the top, the bottom and each side.
- 4.) The first page of the document shall contain a blank space, measuring at least 1/2 inches by 5 inches, in the upper right hand corner (FOR RECORDER'S USE ONLY).
- 5.) The document shall not have any attachment stapled or otherwise affixed to any page.

A document that does not conform to these standards shall not be recorded except upon payment of the additional fee required under this paragraph. This paragraph applies only to documents dated after January 1, 1995.

Compliments

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This document is made and executed by Harris Bank Hinsdale, N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris Bank Hinsdale, N.A. enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of Harris Bank Hinsdale, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Harris Bank Hinsdale, N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris Bank Hinsdale, N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris Bank Hinsdale, N.A. or its agents or employees because or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq, as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any being expressly waived and released. It is further understood and agreed that Harris Bank Hinsdale, N.A. individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation hereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

Harris Bank Hinsdale, N.A. as Trustee under Trust L-1546

Dated 1/21/95

By: Janet Hale
Assistant Vice President & Trust Officer

Attest: Josephine L. Mitchell
Bank Officer

State of Illinois
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Trust Officer of Harris Bank Hinsdale, National Association, and JOSEPHINE L. MITCHELL who is Bank Officer of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Bank Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth; and the Assistant Vice President then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 21st day of January, 1995.

Cynthia M. Patula
Notary Public

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"OFFICIAL SEAL"  
Cynthia M. Patula  
Notary Public, State of Illinois  
My Commission Expires 06/15/99  
~~~~~

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