

# UNOFFICIAL COPY

96126260

## EXTENSION AND MODIFICATION AGREEMENT

This Agreement made this 5th day of August, 1995 by and between Heritage Trust Company T/U/T #75-575 dated 3/21/75 herein referred to as "Trustee", and Heritage Bank f/a Heritage Bremen Bank & Trust Co. herein referred to as "Bank", owner and holder of the note secured by the following described Real Estate:

DEPT-01 RECORDING \$29.50  
137777 TRAN 7086 02/16/96 09:55:00  
39511 BK \*-96-126260  
COOK COUNTY RECORDER

### THE ABOVE SPACE FOR RECORDER'S USE ONLY

Lots 10 and 11 in Block 28 in Arthur T. McIntosh and Company's Cicero Avenue subdivision in Sections 15 and 15 Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

PIN: 28-16-403-022 & 023

COMMON ADDRESS: 15530-44 S. Cicero Avenue, Oak Forest, IL 60452

THAT WHEREAS Trustee heretofore executed a certain Mortgage & Assignment of Rents dated the 25th day of July, 1990, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 2/16/93 as Document Numbers 93121734 and Ext. and Mod. Agreement dated 5/1/94 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 8/2/94 as Document No. 94-682431 conveying the above described premises to Heritage Bank formerly Heritage Bremen Bank & Trust Co., an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by the Borrower, payable in the sum of \$475,000.00 as therein provided.

AND WHEREAS said Mortgage & Assignment of Rents and Ext. and Mod. Agreement 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 & Assignment of Rents and Ext. and Mod. Agreement 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 and Mortgage & Assignment of Rents and Ext. and Mod. Agreement be and the same is hereby modified to show that the current principal balance is \$384,745.08 with a monthly principal and interest payment of \$4,668.02 beginning 9/5/95 and continuing on the fifth day of each consecutive month at a fixed rate of interest of 8.00% with the final payment of all accrued principal and interest due on 8/05/2000.

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and Mortgage & Assignment of Rents and Ext. and Mod. Agreement 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 Mortgage & Assignment of Rents and Ext. and Mod. Agreement 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 Mortgage & Assignment of Rents and Ext. and Mod. Agreement as modified shall extend to and be binding on the successors and assigns of Bank and the successors and assigns of Trustee.

\$29.50  
JHC

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11/20/2014

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This Agreement is executed by Heritage Trust Co. T/U/T #75-575 dated 3/21/75, 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 Co. T/U/T #75-575 dated 3/21/75 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 Co. T/U/T #75-575 dated 3/21/75 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 Co. T/U/T #75-575 dated 3/21/75.

Dated this 16 day of January, 1976

HERITAGE TRUST CO. AS TRUSTEE U/T/A  
#75-575 DTD. 3/21/75  
as Trustee aforesaid, and not personally

ATTEST

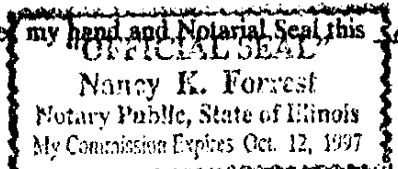
[Signature]  
Assistant Secretary

BY: [Signature]  
Bank Trust Officer

STATE OF ILLINOIS )  
County of Cook )

I, Nancy K. Forrest, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wanda Lee Lutz and Lynne [unclear] of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Bank 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 16 day of January 1976



[Signature]  
(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 the 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

HERITAGE BANK F/K/A HERITAGE BREMEN BANK & TRUST CO.

BY: [Signature] ATTEST: [Signature]

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STATE OF ILLINOIS )  
County of Cook )

I, Deborah M. Mandel, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ~~Joseph F. Sarch~~ of Heritage Bank and ~~Howard R. Koch~~ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and Asst. 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 Secretary then and there acknowledged that she 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 17<sup>th</sup> day of Jan., 1996

Deborah M. Mandel

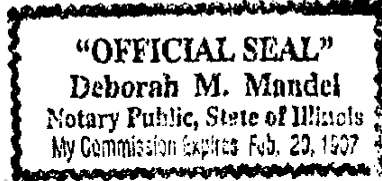
(Notary Public)

THIS DOCUMENT PREPARED BY:

Deborah M. Mandel

RETURN TO:

Heritage Bank  
17500 Oak Park Avenue  
Tinley Park, IL 60477



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