

T.O. # 9/6/18 (All)

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Mortgagor's Name and Address:
 Bank Calumet, N.A. as successor trustee of the Chicago Heights National Bank as trustee u/a dated 5/23/94 a/k/a trust # 2456

BANK CALUMET NATIONAL ASSOCIATION
 1830 Dixie Highway
 Chicago Heights, IL 60411
 ("Mortgagee")

Return to:
 BOX 251
 BANK CALUMET
 1830 Dixie Highway
 Chicago Heights, IL 60411

97420767

DEPT-01 RECORDING \$31.00
 T#0012 TRAN 5491 06/12/97 15:19:00
 #3956 ER *-97-420767
 COOK COUNTY RECORDER

3/5
3/6

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 21st day of March, 19 95, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 95225540 in Mortgage Record Page No. _____, (the "Mortgage") is hereby amended as follows:

SEE ATTACHED EXHIBIT "A"

1 **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$ 324,334.47 and dated the 21st day of March, 19 95, herein the "Note" has been modified as follows:

1.1 **Replacement.** The Note has been replaced by Mortgagor's promissory note dated March 25, 1997 in the original principal amount of \$ 485,000.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, or financing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.

1.2 **Extension.** The maturity date of the Note has been extended to the _____ day of _____, _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

1.3 **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a _____ day month Year period. The Note shall remain in full force and shall mature on the _____ day of _____, _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.

EXCULPATION CLAUSE IS ATTACHED
 HERETO AND MADE A PART HERE OF

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1.1 **Modification.** The Note has been modified as follows:

Mortgagee agrees that the Mortgage shall secure the payment of the Note as modified.

2 **Additional Instruments Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated the ___ day of _____, 19__ in the original principal amount of \$ _____, which note matures on the ___ day of _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3 **Additional Modification.** The Mortgage is further modified as follows:

3.1 **Modification to Existing Mortgage Provision.** Paragraph _____ of the Mortgage is amended to provide as follows:

3.2 **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph _____:

3.3 **Deletion of Mortgage Provision.** Paragraph _____ is hereby deleted from the Mortgage.

Miscellaneous. The Mortgagee further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Illinois.

EXCULPATION OF LIABILITY IS AFFIRMED
HEREBY AND MADE A PART HEREOF

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EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 properly 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 Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association in Chicago Heights, Illinois, or any of the beneficiaries under said Trust Agreement, on account of the instrument or on account of any 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.

Bank Calumet, N.A. As Successor Trustee Of The Chicago Heights National Bank, Not Individually, but solely as Trustee under Trust No. ²⁴⁵⁶

By *Angela F. Smith*
~~Trust Officer~~ Assistant Vice President

Attest *Patricia A. Dewey*
Vice President & Cashier

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SEE ATTACHED EXHIBIT "A"

Parcel 1: Lot 10, in Connie Court, being a subdivision of part of the South East 1/4 of Section 7, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easement appurtenant to and for the benefit of parcel 1 over lot 11 in aforesaid Connie Court for ingress and egress.

The property may be commonly referred to as Lots 10 in Connie Court Subdivision Flossmoor, IL. 60422

PIN #32-07-401-012-0000

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