T.O. # 9618 99(ILL)	
Bank Calumet, N.A. as successor trustee of the Chicago Heights	FFICIAL COPY
National Bank as trustee u/:/a dated 5/23/94 a/k/a trust # 2456	97420767
BANK CALUMET BATHMAL ASSOCIATION 1830 Bale Nighmay Chicago Shights, B. \$8411 ("Mertpages")	DEPT-01 RECORDING \$31.00  . T+0012 TRAN 5491 06/12/97 15:19:00  . #3956 + ER #-97-420767  . COOK COUNTY RECORDER
Return for:  BANK CARLINET 1836 Sixio Eigherry Chicago Heights, IL 88411	76
	TGAGE MODIFICATION AGREEMENT  THE TRACE and sufficiency of which is hereby acknowledged, does harsby agree that Harch  19 95, recorded in the Office of the Recorder of

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Cook	County, Illinois , x as D cument No. 95225540 in Mortgage Record			
	, Page No, (the "Mortgage") is (estive amended as follows:			
	SEE ATTACHED EXELECT "A"			
$\mathbf{x}$	Muta Madification, Augustral, Asplacement or Extension. The proverory note relevenced in paragraph 1 of the Mortgage in			
the st	riginal principal amount of \$ 324,334.47 and dated the 22st day of March . 19 95, therein the			
Note	e? I has been modified as follows:			
	Replacement. The Note has been replaced by Mortgager's premissery and the March 25, 1997 in the original			
t.t	principal amount of \$\frac{485,000.00}{} (the Theplacement Note?). In rigger agrees that the Martgage shall			
	secure the payment of the Replacement Note, and any renewal, extension, modification, or financing or emplacement thereof.			
	and all interest, attorney fees, and costs of collection with respect thereto. The Replacement hints is given in substitution (			
	for and not in discharge of the indebtodness evidenced by the Note.			
1.2	Extension. The customity date of the Note has been extended to theday of			
	which date the entire annual balance of principal and accrued but usual interest shall be due and payable without artice or			
	demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.			
4.0	Remarks . The line of credit commitment evidenced by the Note has been removed for a any month			
1.3				
	Year period. The Note shall remain in full force and shall meture on the			
	on which date the entire unpaid balance of grincipal and accrased but ampaid interest shall be due and payable without artice			
	or demand. Murigague agraes that the Merigage shall secure the payment of the Note as summed.  EXCULPATION CLAUSE IS ATTACHED			
	#C まくらら ( 公告 **** **** **** **** **** *** *** ***			
	HERETO AND MADE A PART HERE OF			

Mortgager agrees that the Martgage shall socrate the payment of the Nete at stodified.

2	Additional herbitantenese Secured by Martyngs. In addition to the obliqueions referred to in the Martyngs it shall allow payment of that cartain premisery note executed by
	dated thedep of, 15 is the eriginal principal account of \$, which note recurses on thedep of, together with all advances made from time to time thereader, and any and all removals, modifications, regionnearity and extensions thereof and all interest, attenney foce, and statistics with respect thereio.
3	Additional Modification. The Mortgage is further modified at follows:
	2.1 Medification to Enisting Martgage Previous. Paragraph of the Mertgage is amended to provide to Indiana:  2.2 Addition of Additional Martgage Provision. 19 1 Juliusing provision is added to the Mertgage as paragraph
-	2.2 Addition of Additional Martgage Provision. To following provision is added to the Nortgage as paragraph
- ·	Addition of Additional Martgage Previous. The following previous is added to the Mertgage as paragraph  ———————————————————————————————————
97420767	2.3 Sulvice of Marigogy Provising.   Paragraph is hereby deleted from the Marigogo.
0	
4	Misselfeneses. The Martgager further agrees as follows:
6	A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Assentance.  Agreement shall remain in full force and effect to the extext per aspready inconsistent horseith.
	8. This Martgage Annahum Agramont that in all respects he governed by and construct in accordance with the substantive least of the State of Minis:  HERETO AND HAND A PART HERE CA

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## **UNOFFICIAL COPY**

EALLUICH BID BENEICH BI LINE LINE!	sis this 28 day of March , 1997.
	Bank Calumet, N.A., as Successor Trust The Chicago Heights National Bank
ATTEST: Patricial d	Augger. Dasse Kouche tier Trust Officer Mortgager
Vice President & Cash	rier Trust Officer "Martgager"
0	TIGAGEE'S CONSENT
k Calumet National Association, 25 Mortgages under diest forth above.	he above referenced Mortgage, consents to the modification of the Mortgage
March 28, 1997	BANK CALUMET NATIONAL ASSOCIATION
000 0 65 000	
Donald S. Kitchell	70
Donata D. Ricchell	
Sr. Vice President	
	Clarking Clark
	Q <sub>r</sub>
	EXCULPATION CLAUSE DE ATTAGES
be used with individual mortgagerfull	يَنَ سِيدِ وَعَادِي مُا تَوْمِونَا فَعَدَ فَالْمُدِينَ فَالْمُدِينَا فَالْمُدِينَا فَالْمُدِينَا فَا
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COUNTY )	EXMONEEDGMENT  raid County and State personally appeared
A	CKNOWLEDGMENT

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### **EXCULPATION CLAUSE**

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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 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, coverage, 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 S Heights National Bank, Truster under Trust No. By	Not Individually	of The Chicago
Attest Tatricia (1	Trust Alicer	Assistant Vice President
Vice President &	Cashier	Cort's Orgina

97420767

Property of Coot County Clert's Office

### SEE ATTACRED 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.

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

PIN #32-07-401-012-0900

Property of Cook County Clerk's Office