### UNOFFICIAL COPY

RECORDATION REQUESTED BY:

HERITAGE COMMUNITY BANK 13700 S. INDIANA RIVERDALE, IL 60627

97281458

WHEN RECORDED MAIL TO:

HERITAGE COMMUNITY BANK 13700 S. INDIANA RIVERDALE, IL 60627

**SEND TAX NOTICES TO:** 

FIRST NATIONAL BANK OF EVERGREEN PARK U/T/A DATED OCTOBER 10, 1985 A/K/A TRUST U/T/A DATED NO.14546 3101 W. 95TH STPLE EVERGREEN PARK, II. 10805

DEPT-01 RECORDING

\$27.00

Ta0012 TRAN 4799 04/23/97 12:17:00

\$9705 \$ CG \*-97-281458

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

HERITAGE COMMUNITY BANK 183)1 S. HALSTED GLEWOOD, IL 60425

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 21, 1907, BETWEEN FIRST NATIONAL BANK OF EVERGREEN PARK U/T/A DATED OCTOBER 10, 1995 A/K/A TRUST NO.14546, as Trustee, (referred to below as "Grantor"), whose address is 3101 W. 95TH STREET, EVERGREEN PARK, IL 60805; and HERITAGE COMMUNITY BANK (referred to below as "Lender"), whose address is 13700 S. INDIANA, RIVERDALE, IL 60627.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 9, 1096 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED WITH THE COOK COUNTY RECORDER ON APRIL 12, 1996 AS DUCUMENT NO. 96-27779

The Mortgage covers the following described real property (the "Real REAL PROPERTY DESCRIPTION. Property") located in COOK County, State of Illinois:

LOT 13 (EXCEPT THE EAST 15 FEET THEREOF), ALL OF LOT 14 AND THE EAST 2.50 FEET OF LOT 15 IN BLOCK 3 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 (EXCEPT THE NORTH 10 ACRES THEREOF) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 209 W. 154TH STREET, HARVEY, IL 60426. The Real Property tax identification number is 29-18-113-035.

**MODIFICATION.** Grantor and Lender hereby modify the Mortgage as follows:

THE MATURITY DATE OF DECEMBER 9, 1996 WILL BE EXTENDED FOR A PERIOD OF 182 DAYS. THE NEW MATURITY DATE WILL BE JUNE 9, 1997 AT WHICH TIME ALL PRINCIPAL AND ACCURED INTEREST WILL BE DUE AND PAYABLE.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is

BOX 333-C1

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03-21-1997 Loan No 8000084-901

#### MODIFICATION OF MORTGAGE

(Continued)

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expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS FIRST NATIONAL BANK OF EVERGREEN PARK U/T/A DATED OCTOBER 10, 1995 A/K/A TRUST NO. 14546 AND DATED OCTOBER 5, 1995.

gas a constant of the constant		
BORROWER:		
FIRST NATIONAL BANK OF EVERGREEN PARK U/T/A DATED OCTO	BER 10, 1995 A/K/A TRUST NO.14546	
By: Columb Mayo	SEE ATTACHED RIDER FOR	
Vice Predident & Trust Officer	EXECUTION BY TRUSTEE	
Attest: Nakerta a Carter egite		
Assistant Trust Officer		
LENDER: HERITAGE COMMUNITY BANK  By: Authorized Officer		
LERIZACE COMMINITY DANK		
HERITAGE COMMUNITY BANK		
Ву:		
Authorized Officer		
	2	
CORPORATE ACKNOWLEDGMENT		
	Q <sub>2</sub> ,	
STATE OF Illinois	4	
) ss	3,	
COUNTY OF Cook )	O <sub>E</sub>	
	Dublic Commellis	
On this 21st day of March 19 97, before me, the undersigned Notary Public personally appeared of FIRST NATIONAL BANK OF EVERGREEN PARK U/T/A DATED		
OCTOBER 10, 1995 A/K/A TRUST NO.14546, and known to me to be an authorized agent of the corporation that		
executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and		
purposes therein mentioned, and on oath stated that he or she is auth		
fact executed the Modification on behalf of the corporation.		
By Manager Residing at 3101 W 95th St Evergreen Park		
Notary Public in and for the State of	"OFFICIAL SEAL"	
/ /	NANCY J. MANSON ?	
My commission expires $3/23/00$	Notary Public, State of Illinois My Commission Explies 3 / 23 / 2000	

√ 03–21–1997 → Loan No 8000084–901

# UNOFFICIAL CC MODIFICATION OF MORTGAGE (Continued)

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#### LENDER ACKNOWLEDGMENT

STATE OF	<u>~~</u>
) 85	}
COUNTY OF COOK NOTARY PUBLIC, STATL OF ILLIF	900 \$
On this 101/1 day of Opic , 19 97, before me, the undersigned Notary Public	norennall
annearen ago konwo in de in de me	
authorized agent for the Lender that executed the within and foregoing instrument and acknow	
instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that	he or she is
authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender	r.
By Jonic J. Wood Residing at	
Notary Public in and for the State of	
My commission expires	
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County Clark	
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## **UNOFFICIAL COPY**

RIDER ATTACHED TO: Modification of Mortgage
DATED March 21, 1997 UNDER TRUST NO. 14546
Executed and delivered by FIRST NATIONAL BANK OF EVERGREE PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood an agreed by the parties hereto, anything herein to the contrar notwithstanding that each and all of the undertakings an agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it a such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement hereicontained, either expressed or implied, all such personal liability, if any being hereby expressly waived and release by all other parties hereto, and these claiming by, throug or under them.
FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee Under Trust No. 14546  BY: Vice President & Trust of A cer
ATTEST:
Merta a Carteuregie

97281458