97317303

LOAN **MODIFICATION AGREEMENT**

rall 1258260 DEPT-01 RECORDING \$33.00 T#0012 TRAN 4985 05/06/97 11:48:00 #5669 # CG #-97-317303

COOK COUNTY RECORDER

WHEREAS.

| FIRST SAVINGS AND | LOAN ASSOCIATION | OF SOUTH HOLLAND | |
|-------------------|------------------|------------------|--|
| | | | |

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK AND TRUST COMPANY, loaned AS TRUSTES, UNDER TRUST ASSESSED DATED SEPTEMBER 2, 1983 AND FROM AS TRUST No. 2437* ORE HIMDRED SINTY TRANSPO AND NO/100ths -Dollars (\$ 160,000.00 / reduced to \$135,501.7), as evidenced by a Note and Mongage executed and delivered on APRIL 25, 1990 which Mortgage is duly recorded as Doc. No. 90 236 492 in the public records in the Jurisdiction where the Mortgaged property is located, which Note and Mortgage are hereby incorporated herein as a part of this instrument, and

LEGAL DESCRIPTION CONTAINED IN EXHIBIT "A" ATTAC'ED HERETO AND MADE A PART HEREOF:

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan as follows:

(1) to amend the amount of principal and interest dur conthly from \$1,570.67 to \$1,352.99 occmencing MAY 1, 1997, and each and every month thereafter until MAY 1, 2000, when the entire principal balance plus interest will below and payable, (2) to reduce the interest rate in the Note dated APRIL 25, 1990 from 10-1/4% to 7-3/8% commencing with the payment due MAY 1, 1997, and (3) to extend the acturity date from MAY 1, 1997 to MAY 1, 2000.

MERCEAS, FIRST SAVENCS AND LOAN ASSOCIATION OF SOUTH HOLLAND is villing, upon the receipt of the personal guarantee of Robert S. Sardiga and Petricia M. Sardiga, his wife, and the payment of a loan modification fee of \$1,350.00, plus all title and recording costs, to amend the Note and Mortgage, Document No. 90 236 492, as follows:

| l con No | 14604-4.0 |
|----------|-----------|
| | |

^{* (}As to Parcel I only) and HERITAGE TRUST COMPANY, AS TRUSTES, UNDER TRUST AGREEMENT DATED APRIL 24, 1990 AND ENGIN AS TRUST No. 90-3974 (As to Parcel II only)

(1) to smend the amount of principal and interest due monthly from \$1,570.67 to \$1,352.99 commencing MAY 1, 1997, and each and every month thereafter until MAY 1, 2000, when the entire principal balance plus interest will be due and psyable, (2) to reduce the interest rate in the Note dated APRIL 25, 1990 from 10-1/4% to 7-3/8% commencing with the payment due MAY 1, 1997, and (3) to extend the maturity date from MAY 1, 1997 to MAY 1, 2000.

AND MRREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

| Dollars (\$ 135.501.57), all of which the u | ndersigned promises to pay with interest at the rate of SEVEN AND 3/8——————————————————————————————————— |
|--|--|
| CHE THOUSAND THREE FUNDED FIFTY-THO | MID 99/100tha Dollars (\$1.352.99), per |
| month beginning on the Let day of MAY | . 19 97 , to be applied first to interest, and balance to |
| principal, plus a sum estimated to be sufficient to d | lischarge taxes and insurance obligations (which estimated sum may be discharge contract shall remain in full force and effect. |
| * MAY 1, 2000, when the entire princi | pal balance plus interest is due |
| | |
| and valuable consideration, it is ex | ry mutual agreement of the parties and other good greed that FIRST SAVINGS AND LOAN ASSOCIATION OF |
| | of the personal guarantee of Robert S. Sardiga and e payment of a loan modification fee of \$1,350.00, |
| plus all title and recording costs, | amend une Note and Mortgage, Document No. 90 236 |
| 492, upon the terms and conditions con | ntained harain. |
| | |
| MORTGAGE, DOCUMENT NO. 90 236 492, | PARTIES THAT ALL OFFER PROVISIONS OF THE NOTE AND EXCEPT AS MODIFICATION AND REPRET AND MITSUES MODIFICATION. |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE | , EXCEPT AS MOD (FILE) BY THIS LOAN MODIFICATION AND EFFECT AND WITE FOR MODIFICATION. |
| MORTGAGE, DOCUMENT NO. 90 236 492, | , EXCEPT AS MOD (FILE) BY THIS LOAN MODIFICATION AND EFFECT AND WITE FOR MODIFICATION. |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LORN ASSOCIATION | AND EFFECT AND WITE HODIFICATION. O day of APRIL, 1997. BERITAGE TRUST COMPANY, SUCRESOR TRUSTER, |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESHMENT, SHALL REMAIN IN FULL FORCE Signed, sealed and delivered this 15th | AND EFFECT AND WITE THIS LOAN MODIFICATION AND EFFECT AND WITE TO MODIFICATION. day of APRIL, 1997. |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LOAN ASSOCIATION | AND EFFECT AND WITE HODIFICATION. O day of APRIL, 1997. BERITAGE TRUST COMPANY, SUCRESOR TRUSTER, |
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| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President | AND EFFECT AND WITE PER HODIFICATION. Cody of APRIL, 1997. SERIPAGE TRUST COMPANY, ACCESSOR TRUSTEE, AS AFORESAID, & NOT PERSON IN ACCESSOR TRUSTEE, By: AND APRIL AND PERSON AND ACCESSOR TRUSTEE. |
| MORIGAGE, DOZUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President ATTEST: LIGHTLE IN 1811 | ATTEST: XILLA ALLA (SEAL) AND EFFECT AND WITPUT HODIFICATION. HERITAGE TRUST COMPANY, ACCESSOR TRUSTEE, AS AFCREGAID, & NOT PERSON IN THE 2437 ATTEST: XILLA ALLA (SEAL) ASSESSMENTS |
| MORIGAGE, DOZUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President ATTEST: LIGHTLE IN 1811 | ATTEST: COMPANY ACCURATION AND EXPECT AND WITE PARTY HODIPICATION. HERITAGE TRUST COMPANY, SUCRESOR TRUSTER, AS AFORESAID, & NOT PERSONALLY ATT 2437 By: |
| MORIGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th PIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President NTTEST: LIGHTLE IN 1811 | ATTEST: (SEAL) BERITAGE TRUST COMPANY, ACCESSOR TRUSTEE, AS AFORESAID, & NOT PERSONNELL (SEAL) ASSESSED TRUST COMPANY, AS TRUSTEE, AS AFORE- |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th FIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President ATTEST: LIGHTLE IN 6712 | ATTEST: (SEAL) BERITAGE TRUST COMPANY, ACCESSOR TRUSTEE, AS AFORESAID, & NOT PERSONNELL (SEAL) ASSESSED TRUST COMPANY, AS TRUSTEE, AS AFORE- |
| MORTGAGE, DOCUMENT NO. 90 236 492, AGRESMENT, SHALL REMAIN IN FULL FORCE Signed, seeled and delivered this 15th FIRST SAVINGS AND LOAN ASSOCIATION OP SOUTH HOLLAND BY: Vice President ATTEST: LIGHTLE IN 6712 | ATTEST: (SEAL) BERITAGE TRUST COMPANY, ACCESSOR TRUSTEE, AS AFORESAID, & NOT PERSONNELL (SEAL) ASSESSED TRUST COMPANY, AS TRUSTEE, AS AFORE- |

This instrument prepared by:

JAMET CECCHRER
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street. South Volland, IL 60473

BOX 67

| COUNTY OF | LINOIS) | | | |
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| COUNTY OF | COOK) SS. | | | |
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| STATE OF | TTIVOIS |)) \$S. | | |
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| COUNTY OF | COOK | _) | | |
| i. The | | Notary Public in and for sa | id County, in the State aforesa | id. DO HEREBY CERTIPY THAT |
| | Darray | <u> </u> | | PAGE TRUST COMPANY |
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| • | | | | ames are subscribed to the foregoing |
| instrument as | | Presiden | | Secretary, respectively, appeared |
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| | | er and purposes therein set | - | the corporate seal of said Company to |
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CORIBIT "A"

PARCEL I:

LOTS 1 AND 2 IN BLOCK 21 IN FORD CALUMET BIGHLANDS ADDITION TO MEST BANNOND, A SUBDIVISION OF THE EAST 1316 PRET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOMESHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 30-07-405-034-0000

ADDRESS OF INCRESTY: 723-725 Sibley Boulevard, Calumet City, IL 60409

CELIA

PARCEL II:

LOTS 10 AND 11 IN FACE 24 IN FORD CALLMET BIGBLANDS ADDITION TO WEST BANGORD, A SUBDIVISION OF THE EAST 1315 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOMOSELP 35 POSTS, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NOS.: 30-07-404-010-0000 and 30-07-404-011-0000

ST COUNTY CICRA'S OFFICE ADDRESS OF PROPERTY: 751-753 Sibley Boulevard, Calumet City, IL 60409

GENERAL RIDER

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 be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of 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 for purposes of liability limited to 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 esserted or enforceable against Heritage Trust Company, under said frust 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

Assistant Trust Officer

Assistant Secretary