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LOAN MODIFICATION AGREEMENT

DEPT-01 RECORDING \$33.00
T40012 TRAN 4985 05/06/97 11:48:00
\$5669 ± CG # -97-317303
COOK COUNTY RECORDER

1all

7258260

OF

Above Space For Recorder's Use Only

331

WHEREAS,

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK AND TRUST COMPANY,
loaned AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER 2, 1983 AND KNOWN AS TRUST No. 2437*

the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100ths Dollars

(\$160,000.00 (reduced to \$135,501.21)), as evidenced by a Note and Mortgage 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" ATTACHED 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 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 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 maturity date from MAY 1, 1997 to MAY 1, 2000.

WHEREAS, FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND is willing, upon the receipt of the personal guarantee of Robert S. Sardiga and Patricia 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:

* (As to Parcel I only) and HERITAGE TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT DATED APRIL 24, 1990 AND KNOWN AS TRUST No. 90-3974 (As to Parcel II only)

Loan No. 14604-4.0

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(1) to amend 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 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 maturity date from MAY 1, 1997 to MAY 1, 2000.

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

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness will be ~~ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED ONE AND 37/100ths~~

Dollars (\$ ~~135,501.37~~), all of which the undersigned promises to pay with interest at the rate of ~~SEVEN AND THREE-EIGHTHS~~ per centum (~~7-3/8~~ %) per annum until paid, and that the same shall be payable ~~ONE THOUSAND THREE HUNDRED FIFTY-TWO AND 99/100ths~~ Dollars (\$ ~~1,352.99~~), per month beginning on the ~~15th~~ day of ~~MAY~~, 19 ~~97~~, to be applied first to interest, and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said Mortgage contract shall remain in full force and effect.

* MAY 1, 2000, when the entire principal balance plus interest is due

NOW, THEREFORE, in consideration of the mutual agreement of the parties and other good and valuable consideration, it is agreed that FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND will, upon the receipt of the personal guarantee of Robert S. Sardiga and Patricia M. Sardiga, his wife, and the payment of a loan modification fee of \$1,350.00, plus all title and recording costs, amend the Note and Mortgage, Document No. 90 236 492, upon the terms and conditions contained herein.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT ALL OTHER PROVISIONS OF THE NOTE AND MORTGAGE, DOCUMENT NO. 90 236 492, EXCEPT AS MODIFIED BY THIS LOAN MODIFICATION AGREEMENT, SHALL REMAIN IN FULL FORCE AND EFFECT AND WITHOUT MODIFICATION.

Signed, sealed and delivered this 15th day of APRIL, 1997.

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

BY: [Signature]
Vice President

ATTEST: [Signature]
Assistant Secretary

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE, AS AFORESAID, & NOT PERSONALLY u/ff 2437

By: [Signature] (SEAL)
Assistant Secretary

ATTEST: [Signature] (SEAL)
Assistant Secretary

HERITAGE TRUST COMPANY, AS TRUSTEE, AS AFORESAID, & NOT PERSONALLY u/ff 90-3994

By: [Signature] (SEAL)
Assistant Secretary

ATTEST: [Signature] (SEAL)
Assistant Secretary

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This instrument prepared by: JANET CROCHER
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street, South Holland, IL 60473

BOX 67

Property of Cook County Clerk's Office

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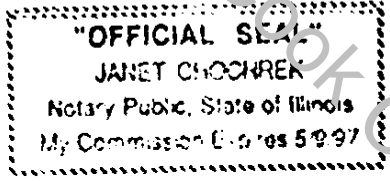
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TODD J. CAMP Vice President and VIRGINIA M. MOORE Assistant Secretary of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of the FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

GIVEN under my hand and Notarial Seal, this 30th day of April A.D., 19 97

Janet Chochrek
Notary Public

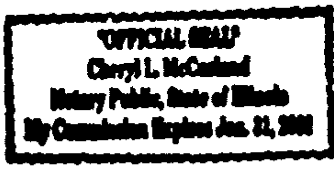


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ President of the HERITAGE TRUST COMPANY and _____ Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer President, and Assistant Secretary Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, HERITAGE TRUST COMPANY as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary Secretary then and there acknowledged that She, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of April A.D., 19 97

Cheryl L. McCasland
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
_____ President of the HERITAGE TRUST COMPANY
_____ and Linda Lee Tate Secretary
of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such _____ President, and A Secretary, respectively, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Company, HERITAGE TRUST COMPANY
as Trustee as aforesaid, for the use and purposes therein set forth; and the said _____ Secretary then and
there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to
said instrument as per own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid,
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of April, A.D. 19 97

[Signature]

Notary Public

OFFICIAL SEAL
Cheryl L. McCasland
Notary Public, State of Illinois
My Commission Expires Jan. 21, 2001

Cook County Clerk's Office

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EXHIBIT "A"

PARCEL I:

LOTS 1 AND 2 IN BLOCK 21 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

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

ALSO

PARCEL II:

LOTS 10 AND 11 IN BLOCK 24 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, 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

ADDRESS OF PROPERTY: 751-753 Sibley Boulevard, Calumet City, IL 60409

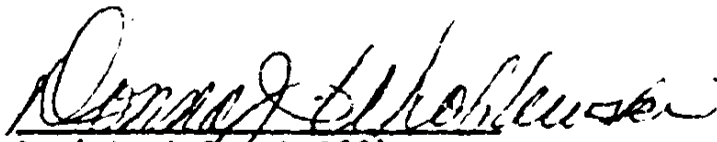
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GENERAL RIDER

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 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


Assistant Trust Officer


Assistant Secretary

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