

98625447

1998-07-20 15:11:46
Cook County Recorder

RECORDATION REQUESTED BY:

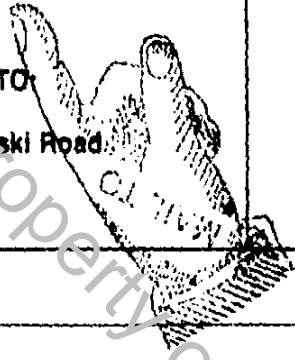
Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803

WHEN RECORDED MAIL TO:

Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803

SEND TAX NOTICES TO:

Heritage Bank
11900 South Pulaski Road
Alsip, IL 60803



4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Heritage Bank, Linda Ward
11900 South Pulaski Road
Alsip, Illinois 60803

ANNOR TIT
VICES, I.A.C.
0720R881



Heritage Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 1998, BETWEEN Heritage Trust Company, not personally but as Trustee under Trust Agreement dated August 24, 1979 and known at Trust #2038, an Illinois Corporation (referred to below as "Grantor"), whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477; and Heritage Bank (referred to below as "Lender"), whose address is 11900 South Pulaski Road, Alsip, IL 60803.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 17, 1995 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage recorded in the Office of the Recorder of Deeds of Cook County on 8/17/95 as document #95558215

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

Lots 54 to 57, and 59 to 73 in Marylake Estates Unit 3, being a Resubdivision of part of Lot 1 in Marycrest, being a Subdivision of part of the Northeast 1/4 and part of the Southeast 1/4 of Section 4, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as Unit #3 190th Street and Marylake Lane, Country Club Hills, IL 60478. The Real Property tax identification number is 31-04-400-029-0000.

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

The maturity date shall be changed from 5-1-98 to 5-1-99 at which date the entire principal balance and all accrued interest will be due and payable in full. Payments consisting of accrued interest shall continue to be due quarterly beginning 8-1-98 and continuing every quarter thereafter until the entire principal and accrued interest balance is paid in full. All other terms and conditions of the original Note and Mortgage shall remain the same..

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

UNOFFICIAL COPY

Property of Cook County Clerk

LENDER:

Heritage Bank

By: *[Signature]*
Authorized Officer

GRANTOR:

Heritage Trust Company, not personally but as Trustee under Trust Agreement dated August 24, 1979 and known as Trust #2038

By: *[Signature]*
Authorized Signer and Trust Officer

By: *[Signature]*
Authorized Signer, Assistant Trust Officer

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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 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.

(Continued)

MODIFICATION OF MORTGAGE

98625447

Page 2

Page 2

05-01-1998

UNOFFICIAL COPY

05-01-1998

MODIFICATION OF MORTGAGE (Continued)

Page 3

CORPORATE ACKNOWLEDGMENT

STATE OF Ill

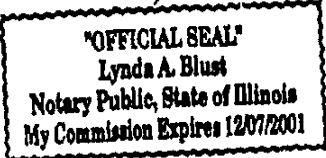
COUNTY OF Cook) ss

On this 1st day of July, 19 98, before me, the undersigned Notary Public, personally appeared **Authorized Signer and Authorized Signer, Land Trust Officer and Assistant Secretary of Heritage Trust Company**, not personally but as Trustee under Trust Agreement dated August 24, 1979 and known as Trust #2038, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Tinley Park

Notary Public in and for the State of IL

My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Illinois

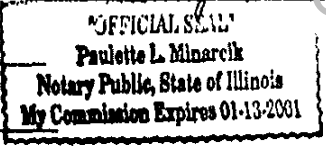
COUNTY OF Cook) ss

On this 1st day of May, 19 98, before me, the undersigned Notary Public, personally appeared Joseph Wallace and known to me to be the General Vice Pres., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its 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.

By Paulette L. Minarek Residing at Tinley Park

Notary Public in and for the State of Illinois

My commission expires 1-13-01



98625447

UNOFFICIAL COPY

Property of Cook County Clerk's Office

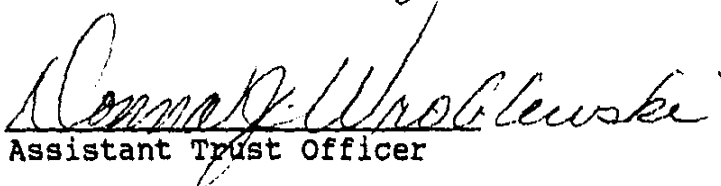
UNOFFICIAL COPY

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


Trust Officer


Assistant Trust Officer

UNOFFICIAL COPY

Property of Cook County Clerk's Office