

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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: HERITAGE BANK BY MARY R SKIMERHORN
11900 SOUTH PULASKI ROAD
ALSIP, ILLINOIS 60803



Heritage Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 19, 1998, BETWEEN HERITAGE TRUST COMPANY, AN ILLINOIS CORPORATION NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 8-31-92, AND KNOWN AS TRUST #92-4594 (referred to below as "Grantor"), whose address is 17500 SOUTH 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 2, 1995 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

AUGUST 11, 1995 AS DOCUMENT NUMBER 95531159

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

SEE LEGAL ATTACHED

The Real Property or its address is commonly known as 16420 OXFORD DRIVE, TINLEY PARK, IL 60477. The Real Property tax identification number is 28-19-309-031-0000.

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

EFFECTIVE 1-19-98, THE INTEREST RATE SHALL BE CHANGED FROM 7.625% TO 6.75%; THE PRINCIPAL AND INTEREST PAYMENT WILL BE CHANGED FROM \$212.03 TO \$197.89 AND WILL BE FIRST DUE ON 2-2-98, AND WILL CONTINUE EVERY TWO WEEKS 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 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LENDER:
Heritage Bank

By: [Signature]
Authorized Officer

RECEIVED BY THE COUNTY CLERK'S OFFICE
ON 01-19-1998

By: [Signature]
As Secretary

By: [Signature]

GRANTOR:
HERITAGE TRUST COMPANY

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

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

01-19-1998

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01-19-1998

MODIFICATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF IL)
) ss
COUNTY OF COOK)

On this 3rd day of February, 1998, before me, the undersigned Notary Public, personally appeared _____ and _____ of HERITAGE TRUST COMPANY, 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 _____
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires [Date]

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 3RD day of FEBRUARY, 1998, before me, the undersigned Notary Public, personally appeared AUDREY TANCOS and known to me to be the VICE PRESIDENT, 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 [Signature] Residing at COOK COUNTY

Notary Public in and for the State of ILLINOIS

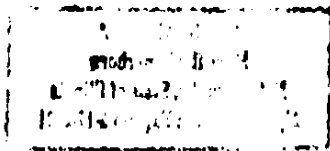
My commission expires 2-17-2001

OFFICIAL SEAL
Mary R. Skinnerhorn
Notary Public, State of Illinois
My Commission Expires 2-17-2001

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[IL-G201 E3.24 F3.24 LISKUNAS.LN R35.OVL]

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Property of Cook County Clerk's Office



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TICOR TITLE INSURANCE COMPANY

LOAN POLICY NO.: OC323752

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

LOT 122 IN BREMENTOWNE UNIT NUMBER 2 BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 15, 1971 AS DOCUMENT NUMBER 2,587,607 IN COOK COUNTY, ILLINOIS

END OF SCHEDULE A

Property of Cook County Clerk's Office

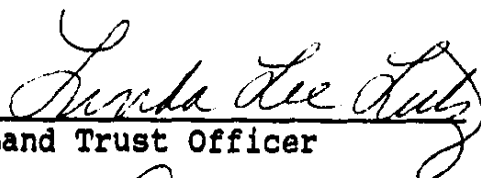
 Ticor Title Insurance

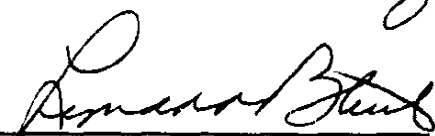
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GENERAL RIDER

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


Linda Lee Lutz
Land Trust Officer


Raymond B. Bland
Assistant Secretary