

# UNOFFICIAL COPY

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1998-03-20 15:06:30

## LOAN MODIFICATION AGREEMENT (ILLINOIS)

Mortgage Loan #7308815

PIN #32-20-104-017-0000

### WHEREAS

Bank Calumet, National Association formerly known as The Chicago Heights National Bank

The above space is for the recorder's use only

### LOANED

GreatHane Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights as Trustee U/T/A dated 06/26/87 A/K/A Trust #6487

THE SUM of Seventy Five Thousand Dollars and 00/100s (\$75,000.00) as evidenced by a note and mortgage executed and delivered on September 7th, 1994, which said mortgage being recorded on September 29th, 1994, in Cook County, Illinois, as document number 94845871, and

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. After allowing for the March 1st, 1998 payment, the current principal balance will be \$74,793.57. The terms of this modification will be as follows:

1. The new interest rate will be fixed at 6.75%, effective March 1st, 1998. A new note and mortgage in the amount of \$12,000.00 will be executed and added to the current principal balance of \$74,793.57. The new balance will be \$86,793.57.
2. Beginning with the first installment due under this modification, April 1st, 1998, this loan will utilize a 360 month amortization, with a balloon payment due after 30 months. The maturity date will be March 1st, 2001.
3. Monthly principal and interest payments will be \$562.94, beginning with the April 1st, 1998 payment.

Lot 3 of Block 3 in a subdivision of Block 3 in Edgewood Park Addition to Chicago Heights, a subdivision in the Northwest 1/4 of Section 20, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois  
a/k/a 139 Country Club Road, Chicago Heights, Illinois 60411

ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

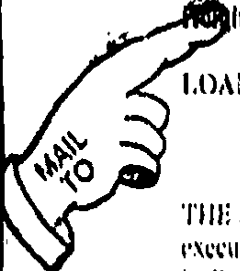
WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before March 1st, 2001, thence the mortgage may be foreclosed upon for any amount remaining unpaid.

NOTHING HEREIN contained shall be construed to impair the security of the said mortgage nor its successors in interest under said mortgage nor affect nor impair any right or powers which it may have under said note and mortgage for the recovery of the mortgage debt with interest at the rate above provided in case of non-fulfillment of this agreement by said mortgagor.

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this 22nd day of April, 1998.

EXHIBITION CLERK'S OFFICE  
HERE TO AND MADE A PART HEREOF.

S Y  
P 3  
N.  
M.V.  
N.Y.  
25.50



Property of Cook County Clerk's Office

GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights as Trustee U/T/A dated 06/26/87 A/K/A Trust #6487

X Angela Diannetti  
A.V.P. & Sr. Land Trust Officer

Attest Ronald...  
Assistant V.P.

Frank Costello  
Frank Costello, Personally

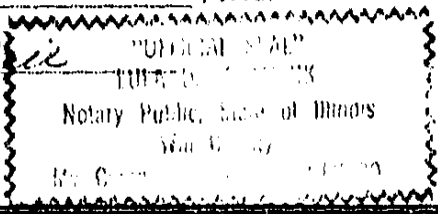
STATE OF ILLINOIS, COUNTY OF COOK, ss:

BEFORE ME the undersigned, a notary public in and for said County and State personally appeared GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights as Trustee U/T/A dated 06/26/87 A/K/A Trust #6487 and Frank Costello, and acknowledged the execution of above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth:

GIVEN under my hand and official seal this 2nd day of March, 1998.

My commission expires 9-25-01 County of residence Will

Gail Azzarello  
Notary Public



BANK CALUMET, National Association  
formerly known as  
The Chicago Heights National Bank

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

Donald S. Kitchell  
Donald S. Kitchell  
Senior Vice President

ATTEST Wilfred E. Ramirez  
Wilfred E. Ramirez  
Assistant Vice President

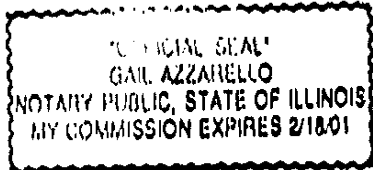
STATE OF ILLINOIS, COUNTY OF COOK, ss:

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Donald S. Kitchell, Senior Vice President and Wilfred E. Ramirez, Assistant Vice President of BANK CALUMET, National Association, Chicago Heights, Illinois, formerly known as The Chicago Heights National Bank, Chicago Heights, Illinois known to me to be such, and acknowledged that as such officers, they signed and delivered the annexed Mortgage Modification Agreement and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3-6 day of March, 1998.

My commission expires 2-18-01 County of residence Cook

Gail Azzarello  
Notary Public



This Instrument Prepared By: Donald S. Kitchell

Please return to: Bank Calumet, 1800 Robin Hood Blvd., Schererville, IN 46375

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 intended for the purpose of binding only 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 liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

\_\_\_\_\_  
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GreatBanc Trust Company as Successor  
Trustee to First National Bank f/k/a  
First National Bank in Chicago Heights,  
Not Individually, but solely as Trustee  
under Trust No. 6487

By Angela Bianetti

A.V.P. & Senior Land Trust Officer