

UNOFFICIAL COPY 78137565

6534-0016 10:01:57
1998-03-26 10:01:57
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

FOR RECORDER'S USE ONLY

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



Heritage Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 13, 1998, BETWEEN HERITAGE TRUST COMPANY, AN ILLINOIS CORPORATION NOT PERSONALLY BUT AS TRUSTEE (J/T/A DATED 9-26-86, AND KNOWN AS TRUST #86-2839 (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 26, 1996 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

SEPTEMBER 3, 1996 AS DOCUMENT NUMBER 96688168

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

SEE ATTACHED LEGAL

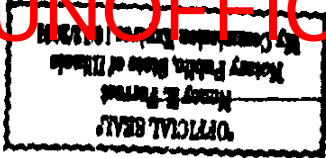
The Real Property or its address is commonly known as 13521 TETON COURT, OHLAND PARK, IL 60462. The Real Property tax identification number is 27-01-107-011-0000.

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

EFFECTIVE 2-13-98, THE INTEREST RATE SHALL BE CHANGED FROM 7.88% TO 6.875%; THE PRINCIPAL AND INTEREST PAYMENT WILL BE CHANGED FROM \$839.62 TO \$745.47 AND WILL BE FIRST DUE ON 2-27-98, 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 Mortgage and all parties, makers and endorser 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

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My commission expires

Notary Public in and for the State of

[Signature]

By *[Signature]* Residing at *Tinley Park*

corporation. that they are authorized to execute this Modification and in fact executed the Modification on behalf of the Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its known to me to be authorized agents of the corporation that executed the Modification of Mortgage and of HERITAGE TRUST COMPANY, and

appeared on this day of *March 18*, before me, the undersigned Notary Public, personally

COUNTY OF *Cook* STATE OF *IL*

CORPORATE ACKNOWLEDGMENT

BY: *[Signature]* Authorized Officer

Heritage Bank LENDER:

BY: *[Signature]* Assistant Secretary

BY: *[Signature]* HERITAGE TRUST COMPANY as Trustee, and not individually

GRANTOR:

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

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)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

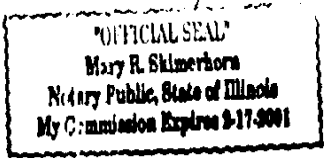
COUNTY OF COOK)

On this 15th day of MAY, 19 98, before me, the undersigned Notary Public, personally appeared John Doe 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 1500 N. Dearborn

Notary Public in and for the State of ILLINOIS

My commission expires 9-17-2001



Cook County Clerk's Office

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TICOR TITLE INSURANCE COMPANY

LOAN POLICY NO.: OC336462

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

LOT 11 IN GALLAGHER AND HENRY'S ISHNALA UNIT NO. 6, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

END OF SCHEDULE A

Property of Cook County Clerk's Office

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

Walter W. Williams
Trust Officer

Anna ...
Trust Officer/
Assistant Secretary

County Clerk's Office