

3003931

THIS AGREEMENT made this 1st day of May,

19 91 by and between HERITAGE TRUST COMPANY, Trustee u/t/a 74-491

herein referred to as "Trustee", and HERITAGE BANK TINLEY PARK

owner and holder of the note secured by the following described

WITNESSETH:

THAT WHEREAS Trustee heretofore executed a certain Mortgage dated the day of November 19 90, and recorded in the Office of the Registrar of Torrens of Cook County, Illinois on January 22, 19 91 as Document Number 3939397, conveying the following described premises to HERITAGE BANK TINLEY PARK an Illinois Corporation, to secure payment of a certain Principal Promissory Note executed by said Trustee dated November, 1990, payable in the sum of \$ 65,000.00 as therein provided:

Lot Six (6) in Block One (1) in William C. Groebe & Company's Kimberly Heights Addition to Tinley Park, situated in the West Half of the Southwest Quarter of Section 20, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 28-20-302-006 6251 James St., Tinley Park, IL 60477

AND WHEREAS said Mortgage securing said Principal Promissory Note is a valid and subsisting lien on the premises described therein.

AND WHEREAS the parties hereto have agreed upon certain modification of the terms of said Note and Mortgage, and to an extension of the time of payment of said Note.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree as follows: That said Note/Mortgage by and the same is hereby modified to show the first payment due on the First day of August 1, 19 91, with the final payment, if not sooner paid, due on the First day of May, 19 92. Rate of interest Prime + 1% (P+1%)---for one year to May 1, 1992, interest payable monthly. Princ. Balance of \$65,000

IT IS FURTHER MUTUALLY AGREED by and between the parties that all provisions of said Note and mortgage shall remain unchanged and in full force and effect for and during said extended period except only as herein specifically modified, and further that in event of default in the payment of principal or interest due under said Note as herein modified, or in the event of failure to perform any and all of the agreements contained in said Note/Mortgage as herein modified, the entire amount of unpaid principal and interest shall at the option of the holder thereof become immediately due and payable without notice or demand; that all the rights and obligations under said Mortgage as modified shall extend to and be binding on the successors and assigns of Bank and the successors and assigns of Trustee.

This Agreement is executed by HERITAGE TRUST COMPANY, Trustee u/t/a 74-491 not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred on it as such Trustee, and said Trustee hereby warrants that it has full power and authority to execute this instrument and that nothing herein, or in said Note

3003931

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contained shall be construed as creating any liability on said HERITAGE TRUST COMPANY, Trustee either individually, or as Trustee personally to pay the said Note as modified or interest thereon, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereinafter claiming any right hereunder, and as far as HERITAGE TRUST COMPANY, Trustee, either individually, or as Trustee, or its successors personally are concerned, the holder of said Note, or of any indebtedness accruing hereunder shall look solely to the premises herein described for the payment of sums due, or the enforcement of the lien created by said Mortgage.

DATED this 1th day of May 1991

HERITAGE TRUST COMPANY, Trustee u/t/a 74-491
as Trustee aforesaid, and not personally

BY: [Signature]
Vice President

ATTEST

WITNESSETH THAT THE ABOVE IS EXPRESSLY
MADE A PART HEREOF:

[Signature]
Assistant Secretary

BY: [Signature]
Assistant Vice President

3393931

ATTEST:

[Signature]
Assistant Secretary

BORROWER: BPD Realty, Ltd. d/b/a REMAX Country Realty

RETURN TO BOX 431

[Signature]
Roger H. Hug, President

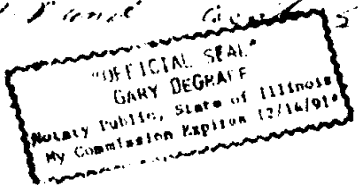
GRANTOR:

[Signature]
Roger H. Hug, Individually

[Signature]
Carol A. Hug, Individually

Subscribed and sworn before me this 25th day of Sept 1991 by said first & second Grantors Sec of Heritage Bank Realty Ltd.

[Signature]



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Property of Cook County Clerk's Office

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1981 SEP 27 AM 11: 37
CAROL MOSLEY BRAUN
REGISTRAR OF TITLES

3998931

3998931

DELIVER TO	IDENTIFIED
Registrar of Torts and Titles CAROL MOSLEY BRAUN Paradise	NO.

Hardy Finley PK
17500 Oak PK
Finley PK 60477

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CORPORATE NOTARY

STATE OF ILLINOIS
COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia T. Sikora and Jenn P. Fulton, of HERITAGE TRUST COMPANY 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, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of May, 1989.



Beth O'Hagan
Notary Public

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 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 intended for the purpose of 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 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

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