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Cook County Recorder

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#### MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of May, 2000, by and between Derrylene A. Shoemaker, whose address is 562 Sunrise Ave., Lake Bluff, IL, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Mortgagors" and Donald L. Shoemaker and Derrylene A. Shoemaker, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers" and OLD KENT BANK, successor by merger to Pinnacle Bank; a Michigan Banking Corporation, maintaining its principal office at 105 South York Street, Elmhurst, Illinois 60126, said bank together with its successors and assigns, including each and every holder from time to time of the note (as hereinafter defined) being hereinafter referred to as the "Mortgagee"

#### WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned to Borrowers the principal sum of Seven Hundred Forty Thousand and no/100 (\$ 740,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of April 8, 1992 executed by Borrowers and payable to the order of the Mortgagee.

WHEREAS, the Note is secured by a mortgage of even date therewith peing hereinafter referred to as the "Mortgage" executed by the Borrower creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit "A" attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on June 23, 1992, as document number 92-455986 and, Assignment of Rents recorded June 23, 1992 as Document Number 92-455987, and Mortgage Modification recorded June 14, 1993 as Document Number 93-450438 and Mortgage Modification recorded June 2, 1994 as Document 94-490173 and Mortgage Modification recorded April 27, 1995 as Document Number 95-278333 and,

WHEREAS, on July 27, 1995 there was an increase to the aforesaid note to a total aggregate amount of One Million, Two Hundred Fifty Thousand and no/100 (\$1,250,000.00) and , Mortgage Modification recorded August 30, 1995 as Document Number 95-576957 and, Mortgage Modification recorded May 8, 1997 as Document Number 97-323434 and Mortgage Modification recorded June 6, 1997 as Document Number 97-402617 and Mortgage Modification recorded April 23, 1998 as Document Number 98327870 and Mortgage Modification recorded May 20, 1999 as Document Number 99489505 and,



**WHEREAS**, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

- 1. The principal indebtedness evidenced by the Note presently outstanding is -0- on a Revolving Line of Credit with a total availability of One Million, Two Hundred Fifty Thousand and no/100 (\$1,250,000.00) which shall be paid as follows:
  - Principal shall be paid in full on June 1, 2001. Accrued interest shall be paid on June 1, 2000 and on the 1<sup>st</sup> day of each month thereafter until the principal balance shall be paid in full.
- 2. All references in the Mortgage to the Note shall refer to the Note as herein modified.
- 3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
- 4. Environmental Warranties and Agreements. Mortgagor warrants and represents to, and agrees with, Bank as follows:
  - (a) The premises, and all operations and activities thereon, are and shall continue to be in compliance with all environmental laws, and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, any hazardous substance, (ii) the source of any contamination, by any hazardous substance, of any adjacent property or of any groundwater or surface water, or (iii) the source of any air emission in excess of any legal limit now or hereinafter in effect; and, except as expressly disclosed by Mortgagor to Bank in writing, no asbestos or polychlorinated biphenyis are present or contained in or on the premises.
  - (b) Mortgagor shall take all actions necessary to investigate, ciran up, and eliminate the source of, any past, present or future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagor under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination (including Bank's right to accelerate payment of the Indebtedness).
  - (c) For purposes of this Mortgage, (i) "environmental law" means any past, present or future federal, state, local or foreign law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the investigation, removal or clean-up of, or damage caused by any environmental contamination, including, without limitation, any law, ordinance, rule, regulation or order that regulates or prescribes requirements for air quality, water quality, or the disposition, transportation or management of waste materials or toxic substances; (ii) "hazardous substance" means any product or waste that is now or hereafter regulated by or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without limitation, asbestos and polychlorinated biphenyls; and (iii) property shall

be considered to be "contaminated" by a hazardous substance if a hazardous substance is present on or in the property in any amount of level.

- The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant 5. and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
- Except as hereinabove and modified and amended, the Note and Mortgage and all of the 6. terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal, interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as amended herein, without change or modification.
- It is the express intention and agreement of the parties hereto that neither the modification 7. of the Note and Mortgege or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as 2 waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, no tgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee. The obligations of the Borrowers hereunder shall be joint and several. Office

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 1st day of May, 2000.

MORTGAGOR:

**BORROWERS:** 

MORTGAGEE:

OLD KENT BANK

PREPARED BY & RETURN TO:

OLD KENT BANK COMM. LOAN ADMINISTRATION 105 S. YORK STREET ELMHURST, IL 60126

ATTN: JOYCE SPICER

Office

#### EXHIBIT "A"

That part of Lot 8 in the Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4 lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois according to the Plat of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, in Book 67 of plats, page 44 on April 29, 1897, as Document 2530529, bounded and described as follows:

Beginning at the intersection of the West Line of South Tripp Avenue (a private street) with a Line Parallel to and 676 feet South of the East and West Center Line of said Section 3; thence South along said West line of South Tripp Avenue to its intersection with a line parallel to and 944.32 feet south of said East and West centerline of Section 3; thence West along last described parallel to its intersection with a straight line extending from a point which is 1084.32 feet South of said East and West centerline of Section 38 and 838.93 feet East of the North and South Centerline of said Section 3 to a point which is 894.32 feet South of said East and West contentine and 817.93 feet East of said North and South centerline of Section 3; thence northerly along the above described straight line to said point which is 894.32 feet south of said East and West centerline and 817.93 rest east of said North and South centerline of Section 3; thence North along a line 817.93 feet east of and parallel to said North and South centerline of said Section 3, to its intersection with said line that is parallel to and 676 feet south of said East and West centerline of Section 3; and thence east along the last above-mentioned parallel line to the point of beginning. The above description is based upon the following definitions: South Tripp Avenue is defined as a strip of land lying in Lot B of the Subdivision recorded in Book 67 of plats, page 44 on April 29, 1897 as Document 2530529, which is 66 feet in Width extending southerly from a Straight Line parallel to and 33 feet South of the East and West centerline of Section 3 to the North Line of West 47th Street (a public street); the east line of said strip is a straight line parallel to and 1008.93 feet east of the north and south centerline of said Section 3; the West line of said strip adjoining on the east line of the land herein described is a straight line parallel to and 66 feet west of the east line of said strip. The North and South centerline of said Section 3 is defined as a straight line drawn from a point on the North line of said Section 3, measured 2648.14 feet west from the northeast corner of said Section 3 and measured 2642.84 feet east from the northwest corner of said Section 3 to a point on the South line of said Section 3 measured 2669.37 fee west from the Southeast corner of said Section 3 and measured 2668.04 feet east from the southwest corner of said Section 3. The East and West centerline of said Section 3 is defined as a straight line drawn from a point on the east line of said Section 3 measured 2597.19 feet south from the northeast corner of said Section 3 and measured 2569.84 feet north from the southeast corner of said Section 3 to a point on a west line of said Section 3 measured 2598.77 feet from the northwest corner of said Section 3 and measured 2661.19 feet north from the southwest corner of Section 3, all in Cook County, Illinois; and an easement for the benefit of Parcel 1, as created and defined in that certain Trustee's Deed recorded June 23, 1964 as Document 19164476 for Ingress and Egress over, upon, across and along a private street known as South Tripp Avenue, being a strip of land 66 feet in width and adjoining the east line of Parcel 1.

Commonly Known As:

4420 South Tripp Avenue Chicago, Illinois 60632

P.I.N: 19-03-400-119 Volume 379

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County of $Will$	)		
certify that Nonald L	ghers a Notary Public in and Shoemaker and Derrylis/are personally known to	ne to be the same person	on(s) whose name(s) are
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respectively, appear	ed before me this day in pe	rson and acknowledges	that Must signed and
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