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Cook County Recorder 55.00

C.F.I./W

ADD 186235 WV

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of November, 2000, by and between Old Kent Bank successor trustee to Pinnacle Bank as Trustee under Trust Agreement dated 11/02/72 and known as Trust Number 3639, whose address is 640 Pasquinelli Drive, Westmont, IL 60559, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Grantor" and Joseph J. Fav, whose address is 6447 West Cermak Road, Berwyn, IL 60402 (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrower" and OLD KENT BANK f/k/a 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 the Grantor/Mortgagor the principal sum of One Hundred & Seventy & 00/100 Dollars (\$170,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of January 10, 1996 executed by Grantor/Mortgagor and payable to the order of the Mortgagee, with final payment due on December 1, 2000.

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Grantor/Mortgagor 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 January 24, 1996, as document number 96-063754 and, an Assignment of Rents recorded in said County on January 24, 1996 as document number 96-063755 and,

WHEREAS, the Grantor/Mortgagor 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 Grantor/Mortgagor and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is One Hundred & Thirty-Five Thousand One Hundred & Ten and 37/100 Dollars (\$135,110.37) which shall

BOX 333-CTJ

EXCEPT AS OTHERWISE PROVIDED BY THE ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.

be paid as follows:

Principal and Interest shall be paid in installments commencing December 1, 2000 and on the 1st day of each month thereafter until December 1, 2003 at which time the remaining balance of principal and interest shall be paid in full. Each installment shall be paid in an amount equal to the greater of \$1,700.00 or the amount of unpaid interest accrued to the date of payment of the installment.

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 biphenyls are present or contained in or on the premises.

(b) Mortgagor shall take all actions necessary to investigate, clean 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.

5. The Grantor/Mortgagor hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.

- 6. Except as hereinabove and modified and amended, the Note and Mortgage and all of the 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 Grantor/Mortgagor, 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.

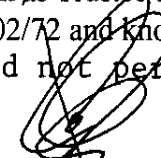
- 7. It is the express intention and agreement of the parties hereto that neither the modification of the Note and Mortgage or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of 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 a 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, mortgage, 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 Grantor/Mortgagor hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Grantor/Mortgagor have affixed their hands and seals as of the 1st day of November 2000.

THIS DOCUMENT IS SIGNED BY OLD KENT BANK, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT KNOWN AS TRUST NO. 3639. SAID TRUST AGREEMENT IS HEREBY MADE A PART HEREOF AND ANY CLAIMS AGAINST SAID TRUSTEE WHICH MAY RESULT FROM THE SIGNING OF THIS DOCUMENT SHALL BE MADE PAYABLE ONLY OUT OF ANY TRUST PROPERTY WHICH MAY BE HELD THEREUNDER AND SAID TRUSTEE SHALL NOT BE PERSONALLY LIABLE FOR THE PERFORMANCE OF ANY OF THE TERMS OR CONDITIONS OF THIS DOCUMENT OR FOR THE VALIDITY OR CONDITION OF THE TITLE OF SAID PROPERTY OR FOR ANY AGREEMENT WITH RESPECT THERETO. ANY AND ALL PERSONAL LIABILITY OF OLD KENT BANK IS HEREBY EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

GRANTOR:

Old Kent Bank successor trustee to Pinnacle
Successor to First National Bank of
Bank as Trustee under Trust Agreement dated Cicero
11/02/72 and known as Trust Number 3639
and not personally.

By:  Vice President

Attest: Nancy Judala
Assistant Secretary

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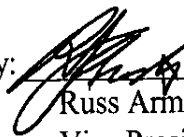
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MORTGAGEE:

PREPARED BY & RETURN TO:

OLD KENT BANK

OLD KENT BANK
ATTN: COMM. LOAN ADMINISTRATION
105 S. YORK STREET
ELMHURST, IL 60126
ATTN: Mickey Manos

By: 
Russ Armstrong
Its: Vice President

Property of Cook County Clerk's Office

EXHIBIT "A"

LOT 42 (EXCEPT THE SOUTH 8 FEET THEREOF) IN BLOCK 15, IN WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION OF THAT PART OF SOUTHEAST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 6446 WEST 18TH STREET, BER WYN, IL 60402
PERMANENT INDEX NUMBER: 16-19-414-001

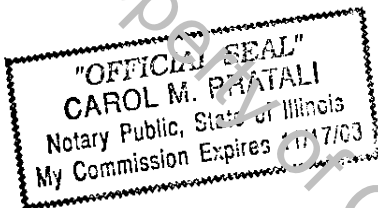
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State of Illinois)
) SS.
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Craig A. Finck and Nancy Fudala, of Old Kent Bank are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act of said Old Kent Bank as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of November, 2000.



Carol Pratali
Notary Public

State of Illinois)
) SS.
County of COOK)

I, MICHAELINE A. MANOS, a Notary Public in and for said County in the State aforesaid, do hereby certify that Russ Armstrong, Vice President of Old Kent Bank who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said bank as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2ND day of NOVEMBER 2000.



Michaeline A. Manos
Notary Public

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF OLD KENT BANK, ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.