2001-02-05 12:03:26

Cook County Recorder

### MORTGAGE MODIFICATION AGREEMENT

THIS A SPEEMENT made as of the 20th day of January, 2001, by and between Old Kent Bank successor to Pinnacle Bank as trustee under Trust Agreement dated December 12, 1996 and known as trust #11441 (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as "Mortgagors" whose address is 105 S. York St., Elmhurst, IL 60126 and Hoyett W. Owens, Jr. and Betty Jo Owens, his wife (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as "Borrowers", whose address is 2250 South 14th Avenue, Broadview, IL 60153 and OLD KENT 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 Borrowers the principal sum of Three Hundred and Fifty Thousand and 00/100 Dollars (\$350,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of January 19, 1996 executed by H. B. Owens Investment, Inc. and payable to the order of the Mortgagee, with final payment due on January 20, 2001, and replaced by a Promissory Note dated January 25, 2001 executed by Hoyett W. Owens, Jr. and Betty Jo Owens, his wife, with a final payment due on April 20, 2001.

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinather 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 February 7, 1996, as document number 96101649 and "Assignment of Rents" recorded on February 7, 1996 as document number 96101650 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:

The principal indebtedness evidenced by the Note presently outstanding is Two Hundred and Twelve Thousand Two Hundred & Seventy Dollars & 15/100 (\$212,270.15) which shall be a EMONERATION PHOVISIO ANY LIABILITY OF OLD KENT BANK, paid as follows: ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.

BOX 333-CTI

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Principal and interest shall be paid in installment commencing February 20, 2001 and on the 20th day of each month thereafter until April 20, 2001, 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 \$4,315.97 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, Pank as follows:
  - (a) The precises, 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 powhlorinated 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 concemination 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" mears 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 Borrowers 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 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 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 Borrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers nive affixed their hands and seals as of the 20th day of January, 2001.

MORTGAGORS:

Old Kent Bank successor to Pinnacle Bank as Trustee under Trust Agreement dated December 12, 1996 and known as Trust #11441 and not personally.

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Nancy Fudala

Ite.

Land Trust Officer

MORTGAGEE:

**OLD KENT BANK** 

By:

Edward Farrell

Its:

Vice President

PREPARED BY & RETURN TO:

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

### **EXHIBIT "A"**

#### PARCEL 1:

THE WEST 26 FEET OF THE EAST 52 FEET OF THE NORTH 120 FEET OF LOT 20 (EXCEPT THE NORTH 7 FEET THEREOF) IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (TAKING AS THE NORTALINE OF SAID LOT A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 22 AFORESAID) ALSO

#### PARCEL 2:

THE EAST 26 FEET OF THE N ORTH 120 FEET OF LOT 20 (EXCEPT THE NORTH 7 FEET THEREOF TAKEN FOR WIDENIN 3 ROOSEVELT ROAD) IN BROADVIEW A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NOP 7A, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 1812-1216 WEST ROOSEVELT ROAD, BROADVIEW, C/O/A/SO/FICO

PERMANENT INDEX NUMBER: 15-22-106-030

State of Illinois )
) SS.
County of $\partial O \ \ \ )$
I, MICHAELINE A. MANUS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD FARREL VICE PRESIDENT , of OLD KENT BANK is/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 HE signed and delivered the said instrument as HIS own free and voluntary act of said VICE PRESIDENT as a aforesaid, for the uses and purposes therein set forth.
TANKAN 2000
GIVEN under my hand and Notarial Seal this 30th day of JANUARY, 2000.
Michaeline a Mauro
Notary Public "OFFICIAL SEAL" "OFFICIAL SEAL"
State of Illinois ) Notary Public, diate of Illinois
County of Du Page)  I, the Undersigned, a Nover Public in and for said County in the State
I, the Undersigned, a Nover Public in and for said County in the State aforesaid, do hereby certify that Nany Frank Sand Truck
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 fand hust
appeared before me this day in person and acknowledged
that ke signed and delivered the said instrument as ter cwn 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 30 day ct. 42, 2000.
OFFICIAL SEAL  OFFICIAL SEAL  CAROL M. PRATALI  Rotary Public, State of Illinois  Notary Public Expires 11/17/03
CAROL M. PRATALI CAROL M. PRATALI Notary Public, State of Illinois Notary Public Notary Public Notary Public
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