



**MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** made as of the 28th day of February, 2001, by and between Ignacio Montoya and Jovita Montoya, whose address is 5038 S. Ashland - Chicago, Illinois 60609, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers"/"Mortgagors 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 Borrowers the principal sum of One Hundred Twenty Eight Thousand Dollars and no/100 (\$ 128,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of March 31, 1999 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on April 1, 2004.

**WHEREAS**, the Note is secured by two mortgages of even date therewith being hereinafter referred to as the "Mortgages" executed by the Mortgagors creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit "A" attached hereto, which Mortgages and Assignments of Rents was recorded with the Recorder of Deeds for said County on June 29, 1999, as document numbers 99623725, 99623726 and 99623727 and 99623728 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 Mortgagors and the Mortgagee do hereby agree as follows:

**P.N.T.N.**

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1. The principal indebtedness evidenced by the Note presently outstanding is One Hundred Twenty Four Thousand Nine Hundred Seventy Nine Dollars and 48/100 (\$ 124,979.48) on a \$128, 000.00 term loan which is being **increased to One Hundred Eighty Five Thousand Dollars and no/100 (\$185, 000.00)** and which shall be paid as follows:

Principal and interest shall be paid in installments of \$1,665.00 commencing April 10, 2001 and on the 1<sup>st</sup> day of each month thereafter until March 10, 2006, at which time the remaining balance of principal and interest 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 biphenyls are present or contained in or on the premises.

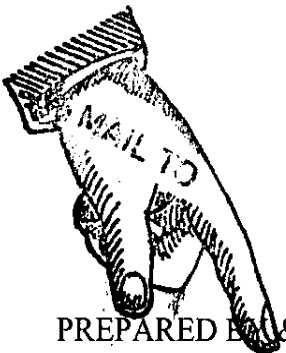
(b) Mortgagor shall take all actions necessary to investigate, clean up, and eliminate the source of, any past, present or future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagor under this subparagraph (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 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.
- 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 Borrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Mortgagors have affixed their hands and seals as of the 28<sup>th</sup> day of February, 2001.



PREPARED BY & RETURN TO:  
OLD KENT BANK  
ATTN: GERI EAKIN  
COMM. LOAN ADMINISTRATION  
105 S. YORK STREET  
ELMHURST, IL 60126

MORTGAGORS:

Ignacio Montoya  
Ignacio Montoya  
Jovita Montoya  
Jovita Montoya

MORTGAGEE:

OLD KENT BANK

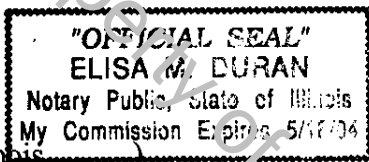
By: Miguel Zapfen  
Miguel Zapfen  
Its: Asst. Vice President

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State of Illinois )  
 ) SS.  
County of )

I, Elisa M. Duran, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ignacio Montoya, Jovita Montoya, of 5038 S. Ashland, Chicago, IL 60609 are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Ignacio Montoya and Jovita Montoya, respectively, appeared before me this day in person and acknowledges that they signed and delivered the said instrument as of their own free and voluntary act of said mortgage modification as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of February, 2001.



Elisa M. Duran  
Notary Public

State of Illinois )  
 ) SS.  
County of )

I, Elisa M. Duran, a Notary Public in and for said County in the State aforesaid, do hereby certify that Miguel Zapien, Assistant 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 he appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of 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 28th day of February, 2001.



Elisa M. Duran  
Notary Public

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## EXHIBIT "A"

### PARCEL 1

LOT 17 (EXCEPT THE NORTH 1 INCH THEREOF) IN BLOCK 49 IN THE CHICAGO UNIVERSITY SUBDIVISION IN THE NORTH 1/2 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 17 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-07-230-034-0000  
COMMONLY KNOWN ADDRESS: 5038 S. ASHLAND – CHICAGO, ILLINOIS 60609

### PARCEL 2

LOT 22 IN B.J. JACOB'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 11 IN STONE AND WHITNEY'S SUBDIVISION OF THE NORTH 1/2 SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-07-202-021  
COMMONLY KNOWN ADDRESS: 4755 S. WOLCOTT – CHICAGO, ILLINOIS 60609