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Cook County Recorder 59.00



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**MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** made as of the 1st day of February 2001 by and between Darryl Hickman, married to Brenda Hickman, whose address is 8825 S. Calumet Avenue, Chicago, IL 60619, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "**Mortgagor**" and Chatham-Calumet Paint Store, Inc. whose address is 8222-26 S. Cottage Grove, Chicago, IL 60619 (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "**Borrower**" and OLD KENT BANK, a Michigan Banking Corporation, formerly known as First National Bank of Evergreen Park, 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**".

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**WITNESSETH**

**WHEREAS**, the Mortgagee has heretofore loaned the Borrowers the principal sum of Two Hundred Fifty Thousand and no/100 (\$250,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "**Note**" dated as of June 25, 1997 executed by Borrower and payable to the order of the Mortgagee, with final payment due on June 25, 1998.

**WHEREAS**, the Note is secured by an Adjustable Rate Mortgage dated June 25, 1997 therewith being hereinafter referred to as the "**Mortgage**" executed by the 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 July 1, 1997, as document number 97472052 and an Assignment of Rents recorded with the Recorder of Deeds for said County on July 1, 1997 as document number 97472053, and Agreement for Modification of Adjustable Rate Mortgage recorded with the Recorder of Deeds for said County on October 21, 1998, as document number 98944843 and, Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on June 30, 1999 as document number 99629255 and, Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on September 9, 1999 as document number 99854308 and, a Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on November 30, 1999 as document number 09118310, and a Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on May 12, 2000 as document number 00341220, and a Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on July 3, 2000 as Document number 00493773 and a Mortgage Modification Agreement recorded with Recorder of Deeds for said County on August 3, 2000 as Document Number 00590547 and, a Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on October 2, 2000 as document number 00768573, and A Mortgage Modification Agreement recorded with the Recorder of deeds for said County on January 23, 2001 as Document number 0010056935 and,

**BOX 333-CTI**

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

1. The principal indebtedness evidenced by the Note presently outstanding is Two Hundred Fifty Thousand and no/100 (\$250,000.00) which shall be paid as follows:

Principal shall be paid in full on May 1, 2001. Accrued interest shall be paid on March 1, 2001, and on the 1st day of each month thereafter until the entire 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 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).

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(c) or 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.

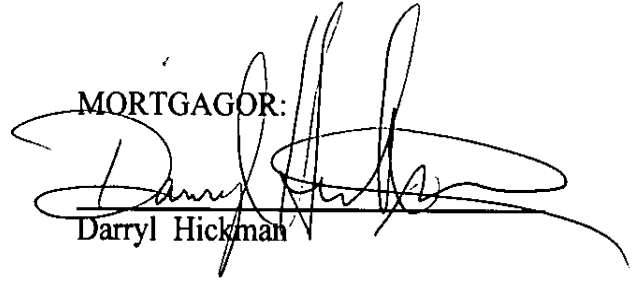
5. The Mortgagor hereby restates and reaffirms each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
6. Except as hereinabove and modified and amended, the 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.

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IN WITNESS WHEREOF, the Mortgagee and Mortgagor have affixed their hands and seals as of the 1st day of FEBRUARY, 2001.

MORTGAGOR:

  
Darryl Hickman

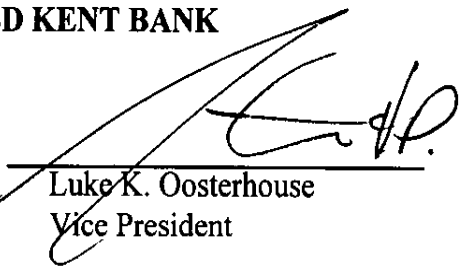
MORTGAGEE:

PREPARED BY & RETURN TO:

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

OLD KENT BANK

By:

  
Luke K. Oosterhouse

Its:

Vice President

Property of Cook County Clerk's Office



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## EXHIBIT "A"

### PARCEL 1:

Lot 9 in Block 1 in Burnside, being a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 3, and part of the Southwest 1/4 of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 25-03-423-021-0000

Property Address: 9320 S. Cottage Grove  
Chicago, Illinois 60619

### PARCEL 2:

Lot 8 (except the North 3 feet thereof) and the North 14 feet of Lot 9 in Block 9 in Brouse's Subdivision of the North 40 acres of the South 95 acres of the West 110 acres of the Southwest 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-04-310-055-0000

Property Address: 9218 S. Lowe  
Chicago, Illinois 60620