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2001-05-24 13:09:17

Cook County Recorder 29.50



0010440484

**RECORDATION REQUESTED BY:**

Devon Bank  
6445 N. Western Avenue  
Chicago, IL 60645-5494

**WHEN RECORDED MAIL TO:**

Devon Bank  
6445 N. Western Avenue  
Chicago, IL 60645-5494

**SEND TAX NOTICES TO:**

Devon Bank  
6445 N. Western Avenue  
Chicago, IL 60645-5494

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Devon Bank-Attn: Comm'l Services (Gp)  
6445 N. Western Avenue  
Chicago, IL 60645

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 14, 2001, BETWEEN The Ark (referred to below as "Grantor"), whose address is 6450 N. California Avenue, Chicago, IL 60645; and Devon Bank (referred to below as "Lender"), whose address is 6445 N. Western Avenue, Chicago, IL 60645-5494.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated April 14, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents Recorded on May 23, 2000 as Document #'s 00372229 and 00372230, all in the office of the Cook County Recorder of Deeds.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

Lots 1, 2 and 3 in Block 6 in Devon Avenue Addition to Rogers Park, Fein; A Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian (Except the West 15 Acres Thereof) in Cook County, Illinois.

The Real Property or its address is commonly known as 6450 N. California Avenue, Chicago, IL 60645. The Real Property tax identification number is 10-36-327-017-0000.

**MODIFICATION.** Grantor and Lender hereby modify the Mortgage as follows:

The Mortgage is hereby extended to April 14, 2002. All other terms and conditions remain unchanged.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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My commission expires \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

By \_\_\_\_\_ Residing at \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared **Miriam Weinberger, Executive Director; and Richard Magid, Co-President of The Ark**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

( ss )

CORPORATE ACKNOWLEDGMENT

LENDER:

Devon Bank

Authorized Officer

By: \_\_\_\_\_

1081400486

GRANTOR:

The Ark

By: \_\_\_\_\_

Miriam Weinberger, Executive Director

By: \_\_\_\_\_

Richard Magid, Co-President

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

LENDER ACKNOWLEDGMENT

STATE OF Illinois )

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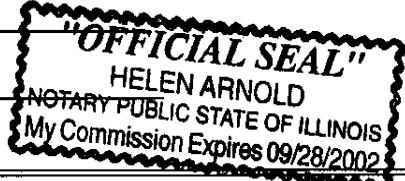
COUNTY OF Cook ) ss

On this 18<sup>th</sup> day of May, 20 01, before me, the undersigned Notary Public, personally appeared Lee P. Subbedo and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Helen Arnold Residing at Devon Bank / Chicago

Notary Public in and for the State of Illinois

My commission expires 9/28/02



Cook County Clerk's Office

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Property of Cook County Clerk's Office

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## EXHIBIT A.—ENVIRONMENTAL MATTERS

**Borrower:** The Ark (TIN: 23-7164967)  
6450 N. California Avenue  
Chicago, IL 60645

**Lender:** Devon Bank  
Chicago  
6445 N. Western Avenue  
Chicago, IL 60645-5494

This EXHIBIT A.—ENVIRONMENTAL MATTERS is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated April 14, 2001, and executed in connection with a loan or other financial accommodations between Devon Bank and The Ark.

**HAZARDOUS MATERIAL.** As used herein, Hazardous Material shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum products, urea formaldehyde foam insulation, and any other hazardous, special or toxic materials, wastes and substances which are defined, determined or identified as such in any federal, state or local law, rule, regulation, ordinance, order, code or statute, in each case as amended (whether now existing or hereafter enacted or promulgated) including, without limitation, The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., together with rules and regulations promulgated thereunder, each as amended, and any law, statute, regulation, rule or ordinance of the State of Illinois including, without limitation, the Illinois Environmental Protection Act, 415 ILCS Section 5/1 et seq., and any other governmental entity with jurisdiction over the Property or part thereof, concerning such hazardous, special or toxic materials, wastes or substances or any judicial or administrative interpretation of such laws, rules or regulations (all of the foregoing being herein collectively called "Environmental Laws"); Grantor hereby covenants with, warrants to and represents to Lender that except for those matters previously disclosed to and acknowledged by Lender, in writing: (a) the Property is, and to the best of Grantor's knowledge, at all times has been, in compliance with all Environmental Laws and is free of any Hazardous Material; (b) no notice, demand, claim or other communication has been given to or served on Grantor, and Grantor has no knowledge of any such notice given to previous owners or tenants of the Property, from any entity, governmental body or individual claiming any violation of any of the Environmental Laws or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources, and no basis for any of the foregoing exists; (c) no storage tanks for gasoline or any other substance are located on the Property; (d) none of the Property has ever been used (whether by Grantor or, to the best of Grantor's knowledge, by any other person) as a treatment, storage or disposal (whether permanent or temporary) site for, nor in connection with the generation or handling of, any Hazardous Material nor shall Grantor use or acquiesce in the use of the Property in such manner; (e) with respect to the Illinois Responsible Property Transfer Act, 765 ILCS Section 90/1 et seq. ("IRPTA"): no disclosure document is required to be given by Grantor to Lender or any other person because (i) there are no underground storage tanks located on the Property requiring notification under applicable law; and (ii) the Property does not contain any facility which is subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, and the regulations promulgated thereunder; (f) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Grantor, threatened or anticipated, with respect to or arising from environmental, health, or safety aspects of the Property or in any way related to Hazardous Material.

**GRANTOR'S COVENANT.** In the event that any Hazardous Material is hereafter found or otherwise exists on, under or about the Property or any part thereof in violation of any of the Environmental Laws or in the absence of applicable Environmental Law, contrary to good and customary practice (hereafter, "Non-Compliance Condition") (a) Grantor shall take all necessary and appropriate actions and shall spend all necessary sums to investigate and cure any such Non-Compliance Condition, including but not limited to remediation of the site to applicable regulatory standards. Grantor shall at all times observe and satisfy the requirements of and maintain the Property in strict compliance with all Environmental Laws; (b) in the event Grantor or any tenant of the Property receives any notice, demand, claim or other communication from any entity, governmental body or individual claiming any violation of any of the Environmental Laws or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources, each Grantor shall promptly (i) deliver a copy of such notice, demand, claim or other communication to Lender; and (ii) comply, or cause such tenant to promptly comply with all Environmental Laws and to cure such violations.

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Property of Cook County

LENDER:

Devon Bank

By: *[Signature]*  
Authorized Officer

BORROWER:

The Ark

By: *[Signature]*  
Miriam Weinberger, Executive Director

By: *[Signature]*  
Richard Magid, Co-President

THIS EXHIBIT A—ENVIRONMENTAL MATTERS IS EXECUTED ON APRIL 14, 2001.

Lender's rights under this Agreement shall be in addition to all rights of indemnity under the Environmental Laws and any other similar applicable law. Grantor's indemnification obligation hereunder shall survive the payment and satisfaction of the indebtedness and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise, and shall continue to be the personal obligation, liability and indemnification of Grantor binding upon Grantor forever.

**GRANTOR'S INDEMNIFICATION.** Grantor covenants and agrees, at its sole cost and expense, to indemnify, protect, defend (with counsel reasonably satisfactory to Lender), hold harmless and save Lender (and Lender's officers, directors, employees and agents) harmless against and from any and all damages, losses, proceedings, suits, judgments, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, court costs, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Lender and arising from or out of: (a) any Hazardous Material on, under or affecting all or any portion of the Property or any off-site property; (b) the enforcement of this Agreement or the assertion by Grantor of any defense to its obligations hereunder, whether any or such matters arise before or after foreclosure of the Mortgage or other taking of title to all or any portion of the Property by Lender; (c) the violation of, and any costs incurred to comply with, in connection with all or any portion of the Property, or any property affected thereby, all Environmental Laws; (d) costs arising from or out of any claim, action, suit or proceeding for personal injury (including, without limitation, sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, escape, discharge, emission or other adverse effect on the environment; (e) the existence of any storage tanks located on the Property; (f) any proceeding, investigation, administrative order, administrative order by consent, consent order and agreement, litigation or settlement, whether or not under the provisions of the Environmental Laws, with respect to Hazardous Material on, under or in, or transported from, the Property or any off-site property; (g) any of the representations and warranties under this Agreement by Grantor having been incorrect.

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