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Cook County Recorder 31.00



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C.T.D./W

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LaSalle Bank National Association formerly known as

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of April, 2001, by and between LaSalle National Bank as Trustee under Trust No. 120937 dated May 13, 1997, whose address is Chicago, Illinois, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers" 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".

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WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of Three Hundred Eighty-Two Thousand, Five Hundred and no/100 Dollars (\$382,500.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of June 2, 1997 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on May 1, 1999.

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter 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 July 14, 1997, as Document Number 97-506173 and, Mortgage Modification recorded June 15, 1999 as Document Number 99-572259 and Mortgage Modification Agreement recorded May 30, 2000 as Document 00387325 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:

BOX 333-CTI

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1. The principal indebtedness evidenced by the Note presently outstanding is Three Hundred Forty-Seven Thousand, Five Hundred Eighty-Eight and 37/100 (\$347,588.37) which shall be paid as follows:

Principal and interest shall be paid in installments commencing May 1, 2001 and on the 1st day of each month thereafter until July 1, 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 \$3,624.30 or the amount of unpaid interest accrued to the date 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.

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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.

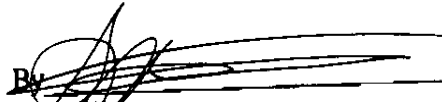
Clerk's Office

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

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

**BORROWERS:**  
\*LaSalle National Bank, Trustee under Trust #120937 dated 5/13/97, and not personally.

By:   
SPRING ALEXANDER  
Its: TRUST OFFICER

**MORTGAGEE:**

**OLD KENT BANK**  
By:   
Gary L. Bogenberger  
Its: Vice President

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

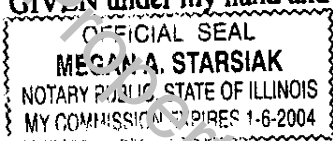
Property of Cook County Clerk's Office

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State of Illinois )  
 ) SS.

County of Cook )  
I, Megan A. Starsiak a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that John E. Glennon,  
of \_\_\_\_\_ is/are personally known to  
me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as  
such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared  
before me this day in person and acknowledges that He signed and delivered the said  
instrument as HIS own free and voluntary act of said \_\_\_\_\_  
as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of April, 2001.



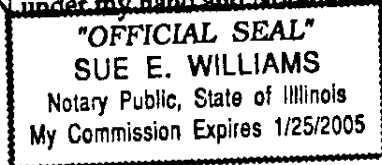
Megan Starsiak  
Notary Public

10421011

State of Illinois )  
 ) SS.

County of DuPage )  
I, Sue E. Williams a Notary Public in and for said County in the State  
aforesaid, do hereby certify that Gary L. Jegenberger, 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 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 30<sup>th</sup> day of April, 2001.

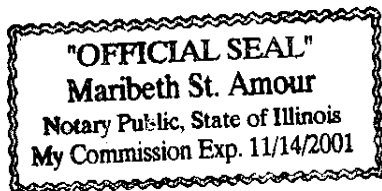


Sue E. Williams  
Notary Public

State of Illinois )  
 ) SS.

County of DuPage )  
I, Maribeth St. Amour, a Notary Public in and for said County in the State  
aforesaid, do hereby certify that JOHN M. LISON, personally known  
to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument  
appeared before me this day in person and acknowledged HE signed and delivered the  
said instrument as HIS own free and voluntary act for the uses and purposes therein set  
forth.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup> day of April, 2000.



Maribeth St. Amour  
Notary Public

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My Commission Expires 12/31/2025  
Notary Public, State of Illinois  
SUE E. WILLIAMS  
"OFFICIAL SEAL"

NOTARY PUBLIC  
STATE OF ILLINOIS  
SUE E. WILLIAMS  
12/31/2025

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## EXHIBIT "A"

LOT 1 IN MAYNEGAITE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART TAKEN FOR LINCOLN HIGHWAY, ALL IN COOK COUNTY, ILLINOIS.

PIN 31-24-100-008 Vacant property, Lincoln Highway, Olympia Fields

LOT 1 IN MAYNEGAITE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART TAKEN FOR LINCOLN HIGHWAY, ALL IN COOK COUNTY, ILLINOIS.

PIN 31-24-100-036 Vacant property, Lincoln Highway, Olympia Fields.

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