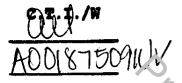
2858/0060 20 001 Page 1 of 5
2001-06-12 14:53:25
Cook County Recorder 29,00





MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMF'NT made as of the 1st day of May, 2001, by and between Bethel New Life, Incorporated, whose address is 367 North Karlov, Chicago IL 60624, (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 Bankin; 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 Ecrowers the principal sum of Forty Two Thousand Six Hundred Thirty Five and 9/100 Dollars (\$ 42,635.09) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of February 1, 1996 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on February 1, 2001.

WHEREAS, the Note is secured by a mortgage of even date therewith being ne einafter referred to as the "Mortgage" executed by the Mortgagor/Borrower creating a lien on certain real property located in <u>Cook</u> County, Illinois and legally described on Exhibit "A" attached pereto, which Mortgage was recorded with the Recorder of Deeds for said County on <u>February 19 1997</u>, as document number <u>97094064</u> and a Mortgage Modification Agreement recorded with the Recorder of Deeds for said County on March 9, 2001 as Document number 0010186925 and,

WHEREAS, the Borrowers/Mortgagor 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

The principal indebtedness evidenced by the Note presently outstanding is Thirty Eight Thousand Nine Hundred Two and 19/100 Dollars(\$\sum_38,902.19\)) on a term loan ,which shall be paid as follows:

Principal and interest shall be paid in installments commencing <u>June 1, 2001</u> and on the 1^{st} day of each month thereafter until <u>August 1, 2001</u> 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 \$328.73 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, 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 (iii) 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 birhenyls 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.
- 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 a 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 ligibilities 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, sugranty 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 Mortgaget's jights 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 the i. 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 the day of, 2001.	Borrowers have affixed their hands and seals as of
	Mortgagor: Bethel New Life, Incorporated An Illinois Not For Profit Corporation By: Mary Nelson Its: President
PREPARED BY & RETURN TO OLD KENT BANK	MORTGAGEE: OLD KENT BANK
ATTN: COMM. LOAN ADMINISTRATION Lana S. Kaske	By: Margaret
105 S. YORK STREET ELMHURST, IL 60126	Margaret Lyman Its: Assistant Vice President
	Clart's Orgina

EXHIBIT "A"

THE NORTH 32.90 FEET OF LOTS 25, 26 AND 27 IN BLOCK 9 IN LAMBERT TREE'S SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TODORY OF COOK COUNTY CLOTH'S OFFICE Permanent Index Number: Property Address: CHICAGO, IL

UNOFFICIAL COPY 10510889
State of Illinois)
County of Cook) SS.
I,, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, Mary Nelson ,, President, and, and, Dhiren Shah, Chief Financial Officer of, Bethel New Life, Incorporated , An Illinois Not For Profit Corporation are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Mary Nelson and, Prespectively, appeared before me this day in person and acknowledges that, they signed and delivered the said instrument of their own free and voluntary act of said aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 25th day of May, 2001. State of Illinois OFFICIAL SEAL GERIA SMITH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/06/02
I, Thalia kanabis, a Nota w Public in and for said County in the State aforesaid, do hereby certify that Margaret Lyman. 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 Margaret Lyman appeared before me this day in person and acknowledged that she signed and delivered the said instrument of her 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 25 Mulay of May 2001. "OFFICIAL SEAL" THALIA KALABIA Notary Public Notary Public