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RECORDATION REQUESTED BY:

Devon Bank 6445 N. Western Ave. Chicago, IL 60645

WHEN RECORDED MAIL TO:

Devon Bank 6445 N. Western Ave. Chicago, IL 60645

SEND TAX NOTICES TO:

Devon Bank 6445 N. Westerr Ave. Chicago, IL 60645 0011010597

6830/0029 91 004 Page 1 of 5 2001-10-30 10:59:15

Cook County Recorder

29.50

COOK COUNTY

RECORDER EUGENE "GENE" MOORE MAYWOOD OFFICE

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IAM

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Devon Bank Comm'l Loans (gp) 6445 N. Western Ave. Chicago, IL 60645

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 10, 2001, BETWEEN Jean Sallis (referred to below as "Grantor"), whose address is 8829 N. Elmore, Niles, IL 607.6-1738; and Devon Bank (referred to below as "Lender"), whose address is 6445 N. Western Ave., Chicago, IL 60645.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 10, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Mortgage and Assignment of Rents Recorded on June 23, 1990, as Document #'s 99-602452 and 99-602453, Modified on July 21, 1999 as Document #99798278 and Modified on June 10, 2000 as Document #00563755, in the Office of the Cook County Recorder of Oceds.

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

LOTS 37 AND 38 AND THE W 11 FT. LOT 39 IN VOLLMER'S SUBDIVISION OF THE LOTS 3, 4, 5, 6, 7, 8 AND LOT 2 (EXCEPT THE N 53.06 FT. THEREOF) IN TOWN OF BOWMANVILLE'N E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 WAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as **2449–51 W. Foster, Chicago, IL 60625–2518.** The Real Property tax identification number is 13–12–401–013–0000.

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

The maturity date if the mortgage is hereby extended from June 10, 2001 to June 10, 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 endorsers 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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# (Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF

Loan No 2028377000 1002-01-90

MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

Page 2

MODIFICATION OF MORTGAGE

My commission expires Notary Public in and for the State of \$1009 7I 000019001V17 Given under my hand and official seal this A Badday of SEPTEMPLE 20 01. the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned. individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed On this day before me, the undersigned Notary Public, personally appeared Jean Sallis, to me known to be the **30 STATE** INDIVIDUAL ACKNOWLEDGMENT Authorized Officer Devon Bank **LENDER:** 0011010597 Fage 2 of :ROTNARD

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My Commission Exp. 06/22/2002 Notary Public, State of Illinois KATHY PARRISH "OŁŁICIYT ZEYT",

(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF	IL		)	0011010507
			) ss	0011010597 Page 3 of 5
COUNTY OF	COOK		)	
On this 10 <sup>+2</sup> appeared Wi	day of N	ixos 2001	, before me, the known to me to be	undersigned Notary Public, personally
authorized agent	for the Lender	that executed the	within and forego	ping instrument and acknowledged said
instrument to be th	e free and volur	ntary act and deed of	the said Lender,	duly authorized by the Lender through its
				ned, and on oath stated that he or she is
authorized to exect	ute inis said inst	rument and that the	seal affixed is the	corporate seal of said Lender.
By spring	1 x mi	The s	Residing at _	
Notary Public in and for the State of			OFFICIAL SEAL  JENNIFER L SMETTERS  NOTARY PUBLIC, STATE OF ILLMOIS MY COMMISSION EXPIRES:02/04/04	

(C) Con.

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### **EXHIBIT A.—ENVIRONMENTAL MATTERS**

Borrower:

Jean Sallis 326-46-0097)

(SSN:

Lender:

**Devon Bank** 

**Devon Bank** 

6445 N. Western Ave. Chicago, IL 60645

8829 N. Elmore Niles, IL 60714-1738

This EXHIBIT A.—ENVIRONMENTAL MATTERS is attached to and by this reference is made a part of each Deed of Trust or Mortgage and ABI, dated June 10, 2001, and executed in connection with a loan or other financial accommodations between Devor Dan Land Jean Sallis.

or Mortgage and 28, dated June 10, 2001, and executed in connection with a loan or other financial accommodations between beyon are and Jean Sallis.

HAZARDOUS MATERIAL As used herein, Hazardous Material shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum products, urea formaldehyde foam freulation, 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 6501, et.seq., ("CERCIA"), 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., 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, 410 tip. Section 5/1 et.seq., and any other governmental entity with jurisdiction over the Property or and 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 Mazerial; (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

GRANTOR'S COVENANT. In the event that any Hazardous Material is hereafter found or otherwise exists on, under or about the Property or any pert 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.

GRANTOR'S INDEMNIFICATION.

Grantor covenants and agrees, at its sole cost and grants and agrees, at its sole cost and expense, to indemnify, protect, defend (with counsel reasonably satisfactory to Lender), hold and save Lender's officers, directors, employees and agents) harmless against and sold demanges, losses, lisabilities, obligations, penalties, claims, litigation, demands, from any and all damages, losses, lisabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, sulfs, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, count costs, attorneys' and experts' fees awasteed against Lender and strising from or out of any hazardous Material on, under or asserted or any nature whatsoever (including, without limitation, sold of its obligations hereunder, whether or save ded saginst Lender and strising from or out of any hazardous Material on, under or after the Property or any property or any property or any property afters arise before or after foreclosure of the obligations bereunder, whether any with, in connection with all or any portion of the Property, or any property aftered to comply personal injury (including, without limitation, selvences, profits, or other taking therefore, selvences or the environment, and sure to the order and environmental Laws, (3) the existence of any slorage, business income, profits, or other economic personal injury (including, without limitation, selvences, disease or death), tangence or intragible or other expected in the environmental Laws, (3) the existence of any slorage take locases or death), tangence or other economic investigation, admage, one of any slorage take locases, or other economic locas, attaing with respect or interpretation or other adverse effect on the environmental laws, (3) the existence of any slorage take locased on the Property or any off-after and the property (4) any proceeding the profit of the property or any off-after and the property or any off-af

Lender's rights under this Agreement shall be in addition to all rights of indemnity under the Environmental Laws and say 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

THIS EXHIBIT A.—ENVIRONMENTAL MATTERS IS EXECUTED ON JUNE 10, 2001.

**BORROWER:** 

**LENDER:** 

**Authorized Officer** มนศัส แองอน

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