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Cook County Recorder

33.50

This instrument prepared / by: /
Bank One /
Law Department /
1 Bank One Plaza /
Chicago, IL 60670 /

0020040563

After recording return to:

American National Bank

120 S. LaSalle Chicago, 12 60603

Attn: Kevin Gillen

#### MCDIFICATION AGREEMENT (Mortgage and Assignment of Rents and Leases)

This Modification Agreement is effective as of this 21st day of December, 2001, between LA SALLE BANK/NA, as Successor Trus ee to American National Bank and Trust. Company of Chicago under trust agreement cated June 12, 1989, and known as Trust No. 108553-02/(hereinafter referred to as "Mortgagor") end AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as assigned of Bank One, Illinois, N.A. (hereinafter referred to as "Mortgagee").

#### **WITNESSETH**

WHEREAS, on July 27, 1994, Mortgagor executed in favor of Mortgagee, a Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "Mortgage") subsequently recorded on August 8, 1994 in Cook County, Illinois as Document Number 94699037, concerning real estate legally described in Exhibit "A" attached hereto 2.12 incorporated herein (the "Premises").

WHEREAS, on July 27, 1994, Mortgagor executed in favor of Mortgagee, an Assignment of Rents (the "Assignment") subsequently recorded on August 8, 1994 in Cook County, Illinois as Document Number 94699038, concerning the Premises. The Mortgage and Assignment were given by Mortgagor to secure payment to Mortgagee of a note dated July 27, 1994 in the principal sum of Three Hundred and Four Thousand AND 00/100 DOLLARS (\$304,000) (the "Original Note") executed by the Mortgagor; and

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WHEREAS, Mortgagor has executed that certain Installment Note (Secured) dated as of December 21, 2001 in the principal sum of One Hundred Fifty Seven Thousand and Fifty Seven AND 00/100 DOLLARS (\$157,057). This note, which replaces and restates the Original Note referred to hereinafter as the "Replacement Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, Environmental Monitoring and Technologies, Inc., an Illinois corporation, has executed that certain Installment Note (Secured) dated as of December 21, 2001, in the principal sum of Four Hundred and Five Thousand and One Hundred Fifty Seven AND 00/100 DOLLARS (\$405,157) with such other amendments, modifications, extensions, renewals or replacements thereof, (the "EMT Note"). The EMT Note and the Replacement Note shall hereafter collectively be called the "Notes"; and

WHERE AS, the parties hereto have agreed upon a modification of the terms and conditions of the Mor gage and Assignment as herein set forth; and

NOW THEREFCKE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mor.gage and Assignment as follows:

- 1. The principal sum of the Mortgage and the Assignment is hereby amended to \$600,000.00.
- 2. Paragraph 12 of the Mortgage shall be deleted in its entirety and replaced with the following:
  - 12. ACCELERATION OF INDEPTEDNESS IN CASE OF DEFAULT. If: (a) there is the occurrence of any Event of Default as defined in the Notes; or (b) there is a sale, agreement, transfer, lease, agreement to transfer, grant of security interest, mortgage or other encumbrance or alienation of any interest in the Premises without the prior written consent of Mortgagee, then and in any such event, the whole of the indebtedness evidenced by the Notes (the "Indebtedness") shall at ones, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth herein, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

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- 3. The Mortgage and Assignment securing the Notes is a valid and subsisting lien on the Premises described in the Mortgage and Assignment.
- 4. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Notes, Mortgage and Assignment.
- 5. This Modification shall be incorporated into and made a part of the Mortgage, Assignment and Notes, as amended, and all other related loan documents executed by Mortgagor.
- Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
- 7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
- 8. This Modification shall in the to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds attle to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

National Association LASALLE BANK/Note, as Successor Trustee to American National Bank and Trust Company of Chicago under trust agreement Dated June 12, 1989, and known as trust number 108553-02 and not personally

Trust Officer ITS:

STATE OF ILLINOIS

0x C004 Cc

COUNTY OF \_ Cook

January 4, 2302

This instrument was acknowledged before me on \_\_/ (date) by \_

(name of person) as Trust Officer (type of authority) of Deniseiwcz

LaSalle Bnak National name of party on behalf of whom instrument was executed).

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"MORTGAGEE"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

KEVIN L. GILLEN VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF \_ COOK

This instrument was acknowledged before me on 1802 (date) by Krvin L. (name of person) as First 10 e President (type of authority) of American National (name of party on behalf of whom instrument was executed).

Bank + Trust

> OFFICIAL SEAL DORI M ANDERSON

votary Public

NOTARY PUBLIC, STATE OF ILLINUIS MY COMMISSION EXPIRES:07/14/7/3

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County Clark's Office

## EXHIBIT "A" TO MODIFICATION AGREEMENT

LEGAL DESCRIPTION:

THE NORTH 174.9376 FEET (EXCEPT THE SOUTH 65.0 FEET THEREOF AND THE EAST 33 FEET THEROF TAKEN FOR ROAD) OF THE EAST 4 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8100 North Austin Avenue Morton Crove, Illinois

PIN NUMBER(S): 10-20-302-028

Permanent Index Number:

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