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Cook County Recorder 31.00



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**MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** made as of the 1st day of December, 1998, by and between Gerald R. Fitzpatrick and Wan Lee Fitzpatrick, his wife, as Tenants by the Entirety, whose address is 2449 Rebecca Lane, Glenview, IL, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Mortgagors" and FITZPATRICK, KIRSCHNER, ANDEL, LTD. (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Mortgagors" and "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".

**WITNESSETH**

**WHEREAS**, the Mortgagee has heretofore loaned the Borrowers the aggregate principal sum of Two Hundred Forty-Seven Thousand and no/100 (\$247,000.00) which loans are evidenced by promissory notes being hereinafter referred to as the "Notes" including Note 1, the principal sum of One Hundred Seventy-Seven Thousand and no/100 (\$177,000.00) which loan is evidenced by a Promissory Note dated December 22, 1997, executed by Borrowers and payable to the order of Mortgagee, with final payment due on January 1, 1999; Note 2, the principal sum of Seventy Thousand and no/100 (\$70,000.00) which loan is evidenced by a Promissory Note Revolving Line of Credit dated December 22, 1997, executed by Borrowers and payable to the order of Mortgagee, with a final payment of November 1, 1998; Note 3, the principal sum of Seventy-Five Thousand and no/100 (\$75,000.00) which loan is evidenced by a Promissory Note dated July 1, 1998 executed by Borrowers and payable to the order of Mortgagee, with a final payment due on January 1, 1999.

**WHEREAS**, the Note is secured by a mortgage of even date therewith being hereinafter referred as to 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 January 6, 1998, as document number 98009505 and, Mortgage Modification recorded July 16, 1998 as Document Number 98616270 and, Mortgage Modification recorded November 24, 1998 as Document Number 08063166 and,

**WHEREAS**, the Borrowers and the Mortgagee desire to modify the terms for the payment of the

**BOX 333-CTI**

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:

1. The principal indebtedness evidenced by the Notes presently outstanding are as follows:

Note 1: A Promissory Note with an outstanding balance of One hundred Fifty Thousand, Five Hundred Eleven and 13/100 (\$150,511.13), which shall be paid as follows:

Principal and interest shall be paid in installments commencing January 1, 1999 and on the 1st day of each month thereafter until January 1, 2000, 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 \$3,691.57 or the amount of unpaid interest accrued to the date of payment of the installment.

Note 2: A Promissory Note/Revolving Line of Credit in the original amount of \$50,000.00 which shall be paid as follows:

All terms and conditions of the original Note remain the same.

Note 3: A Promissory Note with an outstanding balance of Sixty-Nine Thousand, Five Hundred Sixteen and 97/100 (\$69,516.97), which shall be paid as follows:

Principal and interest shall be paid in installments commencing January 1, 1999 and on the 1st day of each month thereafter until January 1, 2000, 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 \$1,553.75 or the amount of unpaid interest accrued to the date of payment of the installment.

2. All references in the Mortgage to the Notes shall refer to the Notes as herein modified.
3. All references in the Notes 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 or level.

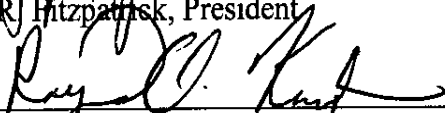
5. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
6. Except as hereinabove and modified and amended, the Note 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.

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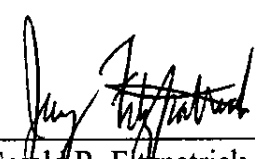
IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 1st day of December, 1998.

Non-Individual Mortgagor:  
FITZPATRICK, KIRSCHNER, ANDEL, LTD.

  
\_\_\_\_\_  
Gerald R. Fitzpatrick, President

  
\_\_\_\_\_  
Raymond A. Kirschner, Sec./Treas.

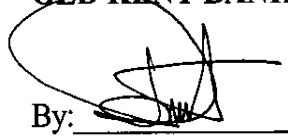
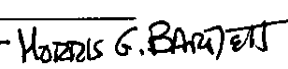
Individual Mortgagor

  
\_\_\_\_\_  
Gerald R. Fitzpatrick

  
\_\_\_\_\_  
Wan Lee Fitzpatrick

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

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**EXHIBIT "A"**

LOT 21 (EXCEPT THE EAST 5.0 FEET THEREOF) AND ALL OF LOT 22 IN BLOCK 29 IN KRENN AND DATOS DEVONSHIRE MANOR, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-21-305-014

COMMON ADDRESS: 2449 REBECCA LANE, GLENVIEW, IL

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State of Illinois )  
) SS.

County of )

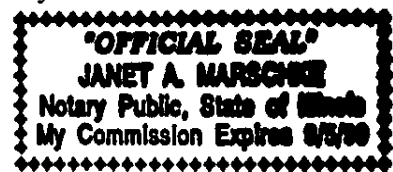
I, Janet Marschke, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gerald F. Fitzpatrick - Raymond Kirschner, of Fitzpatrick Kirschner Andel is/are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such President and Sec/Treas., respectively, appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act of said documents as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of Dec, 1998.

Janet A Marschke  
Notary Public

State of Illinois )  
) SS.

County of )



I, Janet A Marschke, a Notary Public in and for said County in the State aforesaid, do hereby certify that Morris A. Bartlett, 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 \_\_\_\_\_ 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 1st day of Dec, 1998.

Janet A Marschke  
Notary Public

State of Illinois )  
) SS.

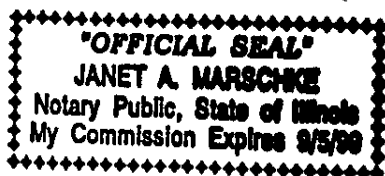
County of )



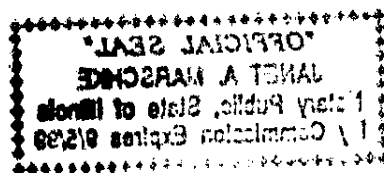
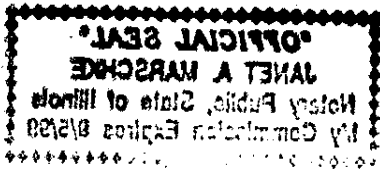
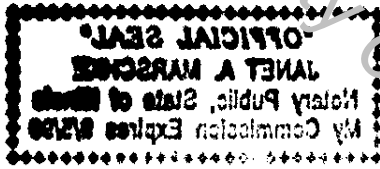
I, Janet A Marschke, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gerald & Wanda Fitzpatrick personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged they signed and delivered the said instrument at their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of Dec, 1998.

Janet A Marschke  
Notary Public



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