

# UNOFFICIAL COPY



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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 hereafter 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 Banks's right to accelerate payment of the Indebtedness).

(c) For purposes of this Mortgage, (i) "environmental law" mean 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.

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6. Except as hereinabove and modified and amended, the Note and Mortgage and all of the terms, conditions and provisions hereof, 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 principle, 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 of 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 obligation of the Borrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and Seals as of the 10TH day of JULY, 1998

BORROWERS:

Anton F. Engelmann  
ANTON F. ENGELMANN

Laurel A. Engelmann  
LAUREL A. ENGELMANN

Lorenz Engelmann  
LORENZ ENGELMANN, AS TRUSTEE

Rosina Engelmann  
ROSINA ENGELMANN, AS TRUSTEE

MORTGAGEE:

OLD KENT BANK

THIS INSTRUMENT WAS PREPARED BY  
CLIFF SCOTT-RUDNICK  
OLD KENT BANK  
105 SOUTH YORK  
ELMHURST, ILLINOIS 60126

RETURN TO:  
OLD KENT BANK  
ATTN: ~~SALES~~ JOYCE SPICER / LOAN ADMINISTRATION  
105 SOUTH YORK  
ELMHURST, ILLINOIS 60126

BY: Robert A. Ferrigan, Jr.  
ROBERT A. FERRIGAN, JR.  
ITS: ASST. VICE PRESIDENT

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PROPOSED LOTS 1, 2, 4 AND 5 IN ENGELMANN'S RESUBDIVISION, BEING A PROPOSED RESUBDIVISION OF ENGELMANN'S FLOWERWOOD ADDITION AND LOT 10 AND PART OF LOT 11 OF COUNTY CLERK'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CHICAGO STREET WITH THE EAST LINE OF THE ETTNER TRACT; THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE 282.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 26 MINUTES EAST, 134.20 FEET; THENCE NORTH 10 DEGREES 48 MINUTES EAST, 429.4 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 11; THENCE SOUTH 79 DEGREES 52 MINUTES WEST ALONG SAID NORTH AND ALONG THE NORTH LINE OF ENGELMANN'S FLOWERWOOD ADDITION, 461.95 FEET TO THE NORTHEAST CORNER OF SAID ENGELMANN'S FLOWERWOOD ADDITION; THENCE SOUTH 6 DEGREES 19 MINUTES 57 SECONDS ALONG THE EAST LINE OF SAID ENGELMANN'S FLOWERWOOD ADDITION, 684.19 FEET TO THE NORTHERLY LINE OF CHICAGO STREET; THENCE NORTH 67 DEGREES 14 MINUTES WEST ALONG SAID NORTHERLY LINES, 553.6 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. #06-18-300-019-0000, 06-18-300-021-0000, 06-18-300-065-0000, 06-18-300-066-0000, 06-18-300-011-0000

COMMON ADDRESS: 936-950 E. CHICAGO STREET  
ELGIN, IL 60120

*(see corrected legal,  
Exhibit A)*

Property of Cook County Clerk's Office

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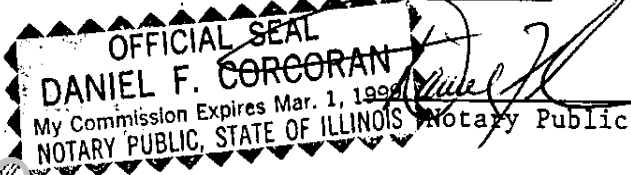
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Kane )

I, Daniel F. Corcoran, a Notary Public in and for said County in the State aforesaid, do hereby certify that Anton F. Engelmann, Laurel A. Engelmann, Lorenz Engelmann and Rosina Engelmann of \_\_\_\_\_ are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Individuals and \_\_\_\_\_, 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 Individuals as aforesaid, for the uses and purposes therein set forth.

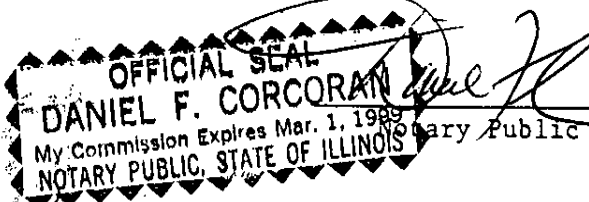
GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of July, 1996.



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Kane )

I, Daniel F. Corcoran, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert A. Ferrigan, Jr., 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 Assistant Vice-President, appeared before me this day in person and acknowledged that (he) (she) signed and delivered the said instrument as (his) (her) own free and voluntary act of said bank as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice-President then and there acknowledged that (he) (she), as custodian of the Corporate Seal of said Bank, did affix the Corporate Seal of said Bank to said instrument as (his) (her) own free and voluntary act and at the free and voluntary act of said Bank of Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of July, 1996.



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged (he) (she) signed and delivered the said instrument at (his) (her) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

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## CORRECTED LEGAL DESCRIPTION

THAT PART OF LOT 4 FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 11 OF COUNTY CLERK'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHICAGO STREET

WHICH POINT IS ALSO THE INTERSECTION OF THE NORTH LINE OF CHICAGO STREET AND THE EAST LINE OF THE ETTNER TRACT, THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF CHICAGO STREET 352.8 FEET WHICH POINT IS ALSO THE SOUTHWEST CORNER OF A CERTAIN TRACT HERETOFORE CONVEYED BY BERTHA WEICHERT TO ERNEST LASEMAN AND WIFE FOR A POINT OF BEGINNING THENCE NORTH 21 DEGREES 26 MINUTES EAST ALONG THE WEST LINE OF SAID LASEMAN TRACT 142.3 FEET; THENCE CONTINUING ALONG THE WEST LINE OF SAID LASEMAN TRACT NORTH 10 DEGREES 48 MINUTES EAST 436.8 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 11 WHICH IS ALSO THE NORTHWEST CORNER OF SAID LASEMAN TRACT, THENCE NORTH 79 DEGREES 52 MINUTES WEST ALONG SAID NORTH LINE 70 FEET, THENCE SOUTH 10 DEGREES 48 MINUTES WEST 429.4 FEET THENCE SOUTH 21 DEGREES 26 MINUTES WEST 134.2 FEET TO A POINT IN THE NORTH LINE OF CHICAGO STREET THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG SAID NORTH LINE 70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

2, 4 AND 5 FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOTS

THAT PART OF LOT 11 OF COUNTY CLERK'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CHICAGO STREET AND THE EAST LINE OF ETTNER TRACT; THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF CHICAGO STREET; 457.8 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID COUNTY CLERK'S SUBDIVISION FOR POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID LOT 10 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT 10 (96.0) FEET THENCE NORTH 11 DEGREES 26 MINUTES EAST 353.5 FEET TO THE NORTH LINE OF SAID LOT 11 THENCE NORTH 78 3/4 DEGREES WEST ALONG THE NORTH LINE OF SAID LOT 11 186.3 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES WEST 436.8 FEET SOUTH 21 DEGREES 26 MINUTES WEST 142.3 FEET TO A POINT ON THE NORTH LINE OF CHICAGO STREET 105 FEET NORTHWESTERLY FROM THE POINT OF BEGINNING; THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG SAID NORTH LINE 105.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

OF LOT 2 FALLING WITHIN THE FOLLOWING DESCRIBED LAND:

THAT PART

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS COMMENCING ON THE NORTH LINE OF CHICAGO STREET AT A POINT 434 FEET ALONG SAID LINE SOUTHEASTERLY FROM A POINT ON SAID LOT 33 FEET EASTERLY AND AT RIGHT ANGLES FROM THE EAST LINE OF ETTNER'S TRACT; THENCE NORTH 11 DEGREES 26 MINUTES EAST PARALLEL WITH SAID EAST LINE 264 FEET, THENCE SOUTH 67 DEGREES 14 MINUTES EAST PARALLEL WITH SAID STREET 96 FEET, THENCE SOUTH 11 DEGREES 26 MINUTES WEST 264 FEET TO THE NORTH LINE OF SAID STREET, THENCE NORTH 67 DEGREES 14 MINUTES WEST ON SAID LOT 96 FEET TO THE PLACE OF BEGINNING. ALSO COMMENCING AT THE ABOVE DESCRIBED PLACE OF BEGINNING, THENCE NORTH 67 DEGREES 14 MINUTES WEST ALONG SAID NORTH LINE OF CHICAGO STREET 10 FEET, THENCE NORTHERLY ON A LINE WHICH WILL INTERSECT THE WESTERLY LINE OF ABOVE DESCRIBED TRACT 132 FEET NORTHEASTERLY FROM THE PLACE OF BEGINNING, THENCE SOUTHERLY TO THE

Exhibit A

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PLACE OF BEGINNING ALL IN SAID LAND BEING IN LOT 10 COUNTY CLERK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, ALL IN COOK COUNTY, ILLINOIS.

THE PART OF LOT 1 FALLING IN LOT 2 AND LOT 1 (EX THAT PART OF LOT 1 FALLING WITHIN THAT PART OF LOTS 10 AND 11 IN COUNTY CLERK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CHICAGO STREET WITH THE EASTERLY LINE OF THE ETTNER TRACT; THENCE SELY ALONG THE NORTH LINE OF CHICAGO STREET, A DISTANCE OF 653.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTH LINE OF CHICAGO STREET A DISTANCE OF 150 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 106 DEGREES 36 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 212 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTH LINE OF CHICAGO STREET A DISTANCE OF 130.83 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 207.5 FEET TO THE POINT OF BEGINNING) OF ENGELMANN'S FLOWERWOOD ADDITION, A SUBDIVISION OF PART OF LOTS 10 AND 11 OF THE COUNTY CLERK'S SUBDIVISION OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 DESCRIBED AS FOLLOWS:

THAT PART OF

THAT PART OF LOT 1 OF ENGELMANN'S FLOWERWOOD ADDITION FALLING WITHIN THAT PART OF LOTS 10 AND 11 IN COUNTY CLERK'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CHICAGO STREET WITH THE EASTERLY LINE OF THE ETTNER TRACT; THENCE SELY ALONG THE NORTH LINE OF CHICAGO STREET, A DISTANCE OF 653.8 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTH LINE OF CHICAGO STREET A DISTANCE OF 150 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 106 DEGREES 36 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 212 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTH LINE OF CHICAGO STREET A DISTANCE OF 130.83 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 207.5 FEET TO THE POINT OF BEGINNING.

PIN: 06-18-300-011-0000  
06-18-300-019-0000  
06-18-300-021-0000  
06-18-300-065-0000  
06-18-300-066-0000

COMMON ADDRESS: 936-950 E. Chicago Street, Elgin, IL 60120

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