JUNIOR MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 1991 by and between, James C. Loughlin and Dorothy M. Loughlin, his wife, whose address is 95 Forestview Drive, Elgin, Illinois 60120 (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and OLD KENT BANK N.A., a national banking association, 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 principal sum of One Hundred Thousand and 00/100 Dollars (\$100.000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of May 16, 1988 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on July 1,

WHEREAS, the Note is secured by a mortgage of even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrowers creating a lien on certain real property located in Rane County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of beeds for said County on June 7, 1988 as \$16.29 T43333 TRAN 7191 08/08/91 13:19:00 +7752 & C #-91-403129 document number 88245856 COOK COUNTY RECORDER

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

2 ILLINOIS TITLE COR. SEG Scosovelt Poed Aredian, Islanis 80187 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:

The principal indebtedness evidenced by The Note presently outstanding is Sixty Four Thousand One Hundred Sevent, Two and 75/100 Dollars (\$ 64,172.75) which shall be paid as follows:

Principal and interest shall be paid in installments commencing September 1, 1991 and on the 1st day of each month thereafter until July 1, 1993, 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 \$2,000.00 or the amount of unpaid interest accrued to the date of payment of the installment. Interest (computed on the basis of a 360day year for the actual number of days elapsed) on the unpaid balance at a rate per annum of 1% above the Index Rate ("Index Rate" means the rate of interest announced from time to time by Bank as its "prime" interest rate, unless "Index Rate" is defined differently in any Rider to this Note which is executed by Bank and Obligor. The rate announced by Bank as its "prime" interest rate at any given time may not necessarily be the lowest rate of interest available to commercial customers of Bank at that time.) from time to time in effect until maturity, and 3% above the Index Rate from time to time in effect after maturity. The interest rate on this Note shall be adjusted on the same day to the specified percentage above the Index Rate in effect on the date of adjustment.

91403125

UNOFFICIAL COPY

- 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. 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.
- 5. Except as hereinabove 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 or 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.
- 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 as 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 the Agreement by the Mortgagee shall not be deemed to be a vaiver 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 remedles whether evidenced by the Mortgage hereby or by any other agreement, glaranty, 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 join and several.
- 7. 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 Bank's right to

accelerate payment of the Indebtedness). For purposes of the 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, 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 material 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, pollutint, contaminant or waste, including, 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.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the <u>lst</u> day <u>July</u>, 19<u>91</u>.

BORROWERS:

James C. Loughlin

Dorothy Loughling
Dorothy M. Loughling

MORTGAGEE:

OLD KENT BANK N.A.

BY: Traule H. Koker

Frank H. Roberts

ITS: Assistant Vice President

Prop S, & Moul to Colin IIII

Old Kont Bank

attr: Sanda Elword

105 S. York Rd
Elmhurst, 14 60126

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned notary, a Notary Public in and for said County in the State aforesaid, do hereby certify that Frank H. Roberts, Assistant Vice President of OLD KENT BANK N.A., 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 they signed and delivered the said instrument as their own free and voluntary act of said Bank as foresaid, 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, dio 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 as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of July, 1991.

"OFFICIAL SEAL"
Linda A. Elwood
Notary Public, State of Iffinois
My Commission Expires 1/5/93

Notary

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned notary, a Notary Public in and for said County and State aforesaid, do hereby certify that <u>James C. Loughlin and Dorothy M. Loughlin, his wife</u>, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of July, 1991.

Notary

"OFFICIAL SEAL"
Linda A. Elwood
Notary Public, State of Illinois
My Commission Expires 1/5/93

91403129

Property of Cook County Clerk's Office

The second of th

"EXHIBIT A"

LOT 9 IN ROLLING KNOLLS ESTATES UNIT 1, A RESUBDIVISION OF PART OF LOT 7 IN COUNTY CLERK'S DIVISION IN SECTION 16 AND LOT 8 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 AND THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #06-17 403-009-0000

COMMON ADDRESS! 95 FOREST VIEW ELCIN, IL

Prep By & Mail to:

Old Kent Bank

105 S. York Rd

Elmkurst, 16 60126

attn: Hinda Elevoral