

# UNOFFICIAL COPY

MORTGAGE MODIFICATION AGREEMENT 3

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This Agreement is made this 5th day of October, 1990, by and between American National Bank, South Chicago Heights, a National Banking Corporation, having its principal office in the Village of South Chicago Heights, County of Cook, State of Illinois, hereinafter referred to as the ("Bank"), the owner of the Note and Mortgage hereinafter described, and First National Bank of Illinois, a national banking association, as Trustee under Trust Agreement dated July 17, 1981 and known as Trust Number 3232 represented to be the owner of the real estate hereinafter and in said Mortgage described ("Owner").

- 1) In consideration of the mutual promises of the parties hereto, the parties hereby agree to: extend the time of payment of the indebtedness, change the amount of the monthly payments of principal and interest, and modify the interest rate provided in the Note of First National Bank of Illinois, a national banking association, as Trustee under Trust Agreement dated July 17, 1981 and known as Trust Number 3232 ("Note"), secured by the Mortgage and Assignment of Rents ("Mortgage") described as follows:

Recorded October 27, 1987, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 87-578980 and 87-578981 conveying to the Bank certain real estate in Cook County, Illinois, described as follows:

THE WEST 335.00 FEET (AS MEASURED AT A RIGHT ANGLE) OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF AND ABUTTING A LINE PARALLEL WITH AND AT A NORMAL DISTANCE OF 66.00 FEET NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK RAILROAD IN COOK COUNTY, ILLINOIS.

Permanent Tax No: 28-36-100-008-0000

Common Address: 17805 Volbracht Road  
Lansing, IL 60439

DEPT-81 RECORDING \$17.00

T#8888 TRAN 9563 02/26/91 15:15:00

#2864 # H \* -91-088031

COOK COUNTY RECORDER

- 2) The amount remaining unpaid on the indebtedness due on the Note and secured by the Mortgage is \$314,432.30. Said remaining indebtedness together with interest prior to maturity on the balance of principal remaining from time to time unpaid at the rate of Eleven percent (11.00%) per annum, shall be payable in monthly installments as follows: Three Thousand Four Hundred six and 22/100's Dollars (\$3,406.22) on the 5th day of November, 1990 and a like sum on the 5th day of each and every month thereafter until this Agreement is fully paid, except that the final payment of both principal and interest, if not sooner paid, shall be due on May 5, 1991. On default in the payment of any installment the whole amount of this Agreement shall become due and payable at the option of the Bank. After default and acceleration of maturity, the unpaid amount of this Agreement shall bear interest at the rate of Thirteen percent (13.00%) per annum. The undersigned further agrees to pay "late charges" of Five percent (5%) on any installment more than Fifteen (15) days in arrears. All payments on account of the indebtedness evidenced by this Agreement shall be first applied to costs, and then to interest on the unpaid principal balance, and the remainder to principal.
- 3) This Agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement shall control in the event of any inconsistency between this Agreement and the Note or Mortgage. Any provisions of the Note or Mortgage that are not inconsistent with the terms of this Agreement shall apply to the repayment of the unpaid indebtedness. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assignees of the Owner. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the above-described real estate, including, without limitation, any exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above-described real estate.

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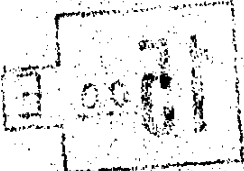
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**4) POSSESSION AND MAINTENANCE OF THE PROPERTY.** Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Owner may remain in possession and control of and operate and manage the property and collect the Rents from the Property.

**Duty to Maintain.** Owner shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazard Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release" as used in this Mortgage, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), 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., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Owner represents and warrants to Bank that: (a) During the period of Owner's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under or about the Property. (b) Owner has no knowledge of or reason to believe that there has been, except as previously disclosed to and acknowledged by Bank in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Bank in writing, (i) neither Owner nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any hazard waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Owner authorizes Bank and its agents to enter upon the Property to make such inspections and tests and Bank may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Bank shall be for Bank's purposes only and shall not be construed to create any responsibility or liability on the part of Bank to Owner or to any other person. The representations and warranties contained herein are based on Owner's due diligence in investigating the Property for hazardous waste. Owner hereby (a) releases and waives any future claims against Bank for indemnity or contribution in the event Owner becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Bank against any and all claims, losses, liabilities, damages, penalties, and expenses which Bank may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Owner's ownership or interest in the Property, whether or not the same was or should have been known to Owner. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Bank's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any tripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Owner will not remove, or grant to any other party the right to remove, any timber, materials (including oil and gas), soil, gravel or rock products without the prior written consent of Bank.

**Removal of Improvements.** Owner shall not demolish or remove any improvements from the Real Property without the prior written consent of Bank. As a condition to the removal of any improvements, Bank may require Owner to make arrangements satisfactory to replace such improvements with improvements of at least equal value.

**Bank's right to Enter.** Bank and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Bank's interests and to inspect the Property for purposes of Owner's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding including appropriate appeals, so long as Owner has notified Bank in writing prior to doing so and so long as Bank's interests in the Property are not jeopardized. Bank may require Owner to post adequate security or a surety bond, reasonably satisfactory to Bank, to protect Bank's interest.

**Duty to Protect.** Owner agrees neither to abandon nor leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

ENCLOSURE

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- 5) This loan is payable in full on May 5, 1991. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.
- 6) Notwithstanding any of the provisions contained herein, the Owner hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure on behalf of the Owner and on behalf of each and every person, except judgement creditors of the Owner, acquiring any interest in or title to the premises subsequent to the date of this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

American National Bank,  
South Chicago Heights

Owner: First National Bank of Illinois  
as Trustee Under Trust No. 3232 and  
not individually

By: W. R. Theobald  
William R. Theobald, Executive Vice President

By: ~~SEE SIGNATURE SHEET ATTACHED HERETO~~  
AND INCORPORATED BY REFERENCE HEREIN

Attest: Ronald Marrs  
Ronald Marrs, Cashier

Attest: \_\_\_\_\_

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, KAREN A. BUSCH, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that William R. Theobald, Executive Vice President and Ronald Marrs, Cashier of American National Bank, South Chicago Heights, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Cashier then and there acknowledged that as custodian of the corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5<sup>th</sup> day of October, 1990.

Karen A. Busch  
Notary Public  
Expires June 6, 1992

"OFFICIAL SEAL"  
KAREN A. BUSCH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/6/92

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

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 persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Notary Public  
Expires \_\_\_\_\_

This instrument was prepared by:

American National Bank  
3307 Chicago Road  
South Chicago Heights, Illinois 60411

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CLERK OF STATE  
COUNTY OF COOK





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