

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of May, 1992 by and between, Cobbler's Crossing Country Homes Limited Partnership, an Illinois Limited Partnership (whether one or more, and if more than one, jointly and severally being hereinafter referred to as the "Borrowers" and OLD KENT BANK, an Illinois 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 Twenty Thousand Five Hundred Thirty and No/100 Dollars (\$120,530.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of November 20, 1991 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on May 1, 1992.

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 December 30, 1991 as document number 91628738 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the 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 Note presently outstanding is One Hundred Twenty Thousand Five Hundred Thirty and No/100 Dollars (\$120,530.00) which shall be paid as follows:

Principal shall be paid in full on August 1, 1992. Accrued interest shall be paid on June 1, 1992, and on the 1st day of each month thereafter until the principal balance shall be paid in full.

. DEPT-01 RECORDING \$29.50  
. T4888 TRAN 0038 07/14/92 14:54:00  
. #0678 # E \*-92-514983  
. COOK COUNTY RECORDER

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INVESTIGATION REPORT

On or about the date of the above captioned case, the following information was obtained from the investigation conducted by the undersigned:

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2. All referenced 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, and 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).

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(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 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 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.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 1st day of May, 1992.

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**BORROWERS:**

Cobblers Crossing Country Homes, Limited Partnership

By: Kimball Hill, Inc., General Partner

By: David K. Hill, Jr.

David K. Hill, Jr.

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

**MORTGAGEE:**


OLD KENT BANK

By: Henry E. Sobotka

Henry Sobotka

its: Asst. Vice President

Mail to: Paula Hozge  
Old Kent Bank  
105 S. York  
Elmhurst, Ill. 60126



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## EXHIBIT "A"

THAT PART OF LOT 24 IN COBBLER'S CROSSING UNIT 3, BEING A SUBDIVISION IN SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1989 AS DOCUMENT NUMBER 89-328812, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 24; THENCE SOUTH 66 DEGREES 41 MINUTES 22 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 24, 43.50 FEET; THENCE SOUTH 26 DEGREES 54 MINUTES 30 SECONDS WEST, 111.56 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 24; THENCE NORTH 66 DEGREES 41 MINUTES 22 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 24, 41.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; THENCE NORTH 23 DEGREES 18 MINUTES 38 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 24, 111.34 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. #06-07-405-011

COMMON ADDRESS: 1130 COLDSRING RD.  
ELGIN, ILLINOIS

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State of Illinois )  
 ) SS.  
County of )

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

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

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

State of Illinois )  
 ) SS.  
County of DuPage )

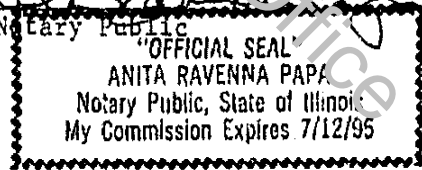
I, ANITA RAVENNA PAPA, a Notary Public in and for said County in the state aforesaid, do hereby certify that HENRY E. SOBOTKA, Asst. Vice President of Old Kent Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst. Vice President, 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 Asst. 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 1st day of May, 19 92.

[Signature]  
Notary Public

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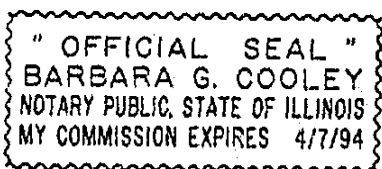
State of Illinois )  
 ) SS.  
County of COOK )



I, Barbara G. Cooley, a Notary Public in and for said County and State aforesaid, do hereby certify that DAVID K. WILL, JR, 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 signed and delivered the said instrument at his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of MAY, 19 92.

[Signature]  
Notary Public



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