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This document was prepared by and should be returned to:

James P. Mullaney
Beverly Bank - Matteson
4350 Lincoln Highway
Matteson, Illinois 60443

1992 JUL 15 PM 12:14

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NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT ("Agreement"), made as of this 6th day of July, 1992, by and between Beverly Bank -Matteson, an Illinois banking association (the "Lender"), Gloria DuClos (herein called the "Borrower"), and Beverly Trust Company, not personally but as Trustee under Trust Agreement date September 29, 1980, and known as Trust No. 74-1120 (herein called "Trustee");

WITNESSETH:

Whereas, Borrower's have heretofore executed and delivered to the Lender that certain Mortgage/Trust Deed dated April 3, 1981, recorded on June 15, 1981, as Document #25904229, in the office of the Recorder of Deeds of Cook County, Illinois (said mortgage/trust deed is hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described in Exhibit A attached hereto and made a part hereof; and

Whereas, the Mortgage secures, among other things, the payment of the indebtedness evidenced by that certain note (the "Note") of the Borrower(s) dated April 3, 1981, in the original principal amount of \$130,000.00, bearing interest at a rate per annum equal to Prime Rate and being payable to the Lender as set forth therein, and with a final payment being due and payable on June 15, 1993; and

Whereas, the Note is further secured under the terms and provisions of that certain assignment of rents (the "Assignment"), executed and delivered by the Borrower(s) dated April 3, 1981 recorded on June 15, 1981, as Document # 25904230, in the office of the Recorder of Deeds of Cook County, Illinois, which Assignment encumbers the Real Estate; and

Whereas, the principal amount currently outstanding under the Note is \$77,189.98, and

Whereas, Borrower(s) have requested that the Lender modify the Note and Mortgage as set forth in this Agreement, and the Lender has so agreed provided that, among other things, all amounts owing to the Lender continue to be secured under the terms and provisions of the Mortgage and Assignment, and that Borrower(s) perform the agreements set forth in this Modification Agreement;

BOX 333

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NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree as follows:

1. The foregoing recitals are hereby incorporated in and made part of the Mortgage and Assignment.

2. The Note is hereby amended as follows:

(a) In the event any payment under the Note is ten (10) or more days late, Borrower will pay a late charge equal to twenty-five percent (25%) of the regularly scheduled payment or twenty-five dollars (\$25.00), whichever is greater.

(b) The maturity date of the Note shall be May 1, 1994, at which time the entire remaining balance under the Note, and all accrued and unpaid interest thereon, shall be due and payable in full.

(c) The schedule of payments due under the Note shall be as follows:

(1) Principal and interest shall be payable in consecutive monthly payments as follows: \$ 2,000.00 on the 15th day of July, 1992, and \$ 2,000.00 on the 15th day of each successive month thereafter, and with a final payment due on May 1, 1994, in an amount equal to the then unpaid principal balance owing under the Note, together with all accrued and unpaid interest thereon.

(d) Giving effect to the modifications set forth in this Agreement, all of the terms and conditions of the Note are and shall continue to be in full force and effect, enforceable strictly in accordance with its terms. The indebtedness evidenced by the note is and shall continue to be secured under the terms and provisions of the Mortgage and Assignment and under any other instrument of security or guaranty (herein called the "Security Instruments") whether now or hereafter executed and delivered to the Lender to secure the payment of the indebtedness evidenced by the Note.

(e) All references in the Note to the Mortgage and Assignment shall be deemed to refer to the Mortgage and Assignment as the same has been modified under this Modification Agreement.

3. The Mortgage is hereby amended as follows:

(a) The description of the Note in the mortgage shall be modified to conform to the Note as modified by this Modification Agreement and the Mortgage shall continue to secure the indebtedness evidenced by the Note.

(b) The following provisions are hereby added to the Mortgage:

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(1) **Waiver of Redemption.** To the full extent permitted by applicable law, Borrower(s), and each individually, agree that if an event of default occurs under the Mortgage, or the Note, neither Borrower(s) nor anyone claiming through or under Borrower(s) shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, or the absolute sale of the real estate encumbered by the Mortgage or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Borrower(s), for themselves and all who may at any time claim through or under them, hereby waive and release to the full extent Borrower(s) may lawfully do so, the benefit of all such laws.

(2) **Escrow Deposits.** Borrower(s) agree to make a monthly deposit into an escrow account maintained by the Lender, each payment to be in an amount equal to 1/12th of the annual real estate taxes and hazard insurance relating to the real estate encumbered by the Mortgage. Each payment shall be made on the same day as payments of principal and interest, unless otherwise directed by the Lender.

(3) **Environmental Provisions.** A. The term "Real Estate" shall mean that property encumbered by the Mortgage/ The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Transportation Act, the Resource Conservation and Recovery Act, or other applicable state or federal laws, rules, or regulations (all as may be from time to time amended). Borrower represents and warrants to Lender that (i) during the period of Borrower's ownership of the Real Estate, 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 Real Estate; (ii) Borrower has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, 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 Real Estate, or any actual or threatened litigation or claims of any kind by any person relating to such matters; (iii) except as previously disclosed to and acknowledged by Lender in writing, neither Borrower nor any tenant, contractor, agent or other authorized user of the Real Estate shall use, generate, manufacture, store, treat, dispose of, or

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release any hazardous waste or substance on, under or about the Real Estate, and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinance, including, without limitation, those laws, regulations, and ordinances referenced above.

B. Borrower represents and warrants to Lender that the Real Estate is not subject to the Illinois Responsible Property Transfer Act ("Act"), or, if the Real Estate is subject to the Act, Borrower has made all required disclosures as set forth in the Act, including without limitation, those required to be made to Lender.

C. Borrower authorizes Lender and its agents to enter upon the Real Estate to make such inspections and tests as Lender may deem appropriate to determine compliance of the Real Estate with this Mortgage. Any inspections or tests not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Real Estate for hazardous waste.

D. Borrower, and each Borrower, jointly and severally, hereby (i) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (ii) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Borrower's ownership or interest in the Real Estate, whether or not the same was or should have been known to Borrower. The provisions of this Mortgage, including, without limitation, the obligation to indemnify, shall survive the payment of the loan made in connection with the Mortgage or any other indebtedness and the satisfaction and reconveyance of the lien of the Mortgage, and shall not be affected by Lender's acquisition of any interest in the Real Estate, whether by foreclosure or otherwise.

E. If Borrower includes more than one person or entity, the obligations of each under these environmental indemnity provisions of this Mortgage shall be joint and several.

4. The Assignment is hereby amended as follows:

The description of the indebtedness in the Assignment shall be deemed to include the indebtedness under the New Note. The Assignment does and shall continue to secure the indebtedness evidenced by the New Note.

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5. Borrower shall execute and deliver to the Lender such additional documents and agreements which the Lender deems to be reasonable to protect its interests given the nature of the loan transaction between Borrower and Lender.

6. This Modification Agreement does not constitute the extinguishment of the indebtedness evidenced by the Note or the New Note, nor does it in any way affect or impair the lien of the Mortgage or the Assignment, which the parties hereto acknowledge to be a valid and existing lien on the Real Estate, and the lien of the Mortgage and the Assignment is agreed to have continued in full force and effect from the date thereof and the same shall so continue until fully satisfied and the New Note is paid in full.

7. Borrower, and each individually if more than one, for themselves and for all parties claiming through or under them, represent and warrant to the Lender that they do not have any adjustments, setoffs, claims or defenses against the Lender under the Mortgage or the New Note or otherwise in connection with the Loan. Giving effect to the modifications and amendments set forth in this Modification Agreement, all of the terms, provisions, conditions and agreements contained in the New Note and the Mortgage and the Assignment (and any other Security Instruments), including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the waiver of homestead and redemption rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

8. In all cases where there is more than one Borrower, then all words used in this Modification Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Modification Agreement or when this Modification Agreement is executed by more than one Borrower, the word "Borrower" shall mean all and any one or more of them, and the obligations of each hereunder shall be joint and several.

This Modification Agreement shall be governed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Modification Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Modification Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Modification Agreement.

9. This Modification Agreement is executed by Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby warrants that it as Trustee possesses fully power and authority to execute this instrument), and it is expressly understood and agreed

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by the Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the New Note shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the obligations under the New Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant or warranty, either expressed or implied, herein contained, or to be liable for any representation herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other party, including, without limitation, the beneficiary under said trust or any other party obligated under the New Note, the Mortgage, the Assignment or under any other document or guarantee given in connection with the New Note or the Loan.

IN WITNESS WHEREOF, the undersigned have executed this Note and Mortgage Modification Agreement as of the day and year first above written.

BEVERLY TRUST COMPANY AS SUCCESSOR TRUSTEE TO MATTESON-
RIGHTON BANK AS TRUSTEE _____ not
personally but solely as trustee under Trustee
Agreement dated 9/29/80, and known as
Trust # 74-1120

By: *Thyme County Clerk*
Title: ASSISTANT VICE PRESIDENT

Attest:

Jessie M. King
Title: ASSISTANT TRUST OFFICER

IN WITNESS WHEREOF, the undersigned have executed this Note and Mortgage Modification Agreement as of the day and year first above written.

James P. Mullaney

ATTEST:

John A. Masterson
Title: Vice President

Beverly Bank Matteson

By: JAMES P. Mullaney
Title: Commercial Loan Officer

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ACKNOWLEDGEMENTS

(Mortgagor)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT the above named _____ who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19__.

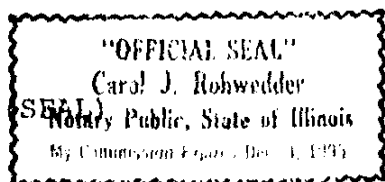
(SEAL) _____
Notary Public
My Commission Expires: _____

(Owner of Real Estate if other than the Borrower)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Carol J. Rohwedder, the undersigned, a Notary Public in and for the County of State aforesaid, DO HEREBY CERTIFY that the above named Alyne Polikoff & Jonelle Kozek who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (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 own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of JULY, 1992.



Carol J. Rohwedder
Notary Public
My Commission Expires: 12/1/95

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LENDER ACKNOWLEDGEMENT

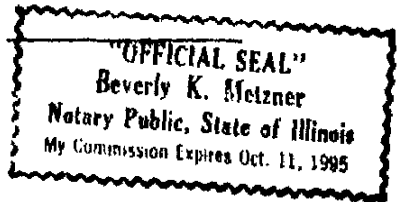
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Beverly K Metzner the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named JAMES P. MULLANEY, COMMERCIAL LOAN OFFICER of Beverly Bank - Matteson (the "bank") and JOHN J. MASTERSON, VICE PRESIDENT of said bank who 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 acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank 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 6th day of July, 1992.

Beverly K Metzner
Notary Public
My Commission Expires:

(SEAL)



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CONSENT OF GUARANTOR

The undersigned, being the guarantor ("Guarantor") of all obligations of Beverly Trust Company, not personally but as Trustee ("Trustee") under Trust No. 74-1170, owing to Beverly Bank - Matteson (the "Lender") (including, without limitation, all amounts owing under the New Note and under the Mortgage described in the attached Modification Agreement) pursuant to the terms and conditions of that certain Guaranty dated December 8, 1989, hereby agrees and consents to the matters set forth in the Modification Agreement attached hereto, including, without limitation, the extension of the maturity date (if any) of the Loan evidenced by the New Note.

The Guarantor hereby reaffirms and acknowledges its continuing obligations under the Guaranty and acknowledges that the Lender is relying upon this reaffirmation in consenting to the agreements contained in the Modification Agreement.

Guarantor acknowledges that Guarantor will derive a benefit from the Lender's entering into the Modification Agreement, and in consideration of such benefit, Guarantor agrees as follows: if now or hereafter (a) Trustee shall be or become insolvent, and (b) the indebtedness shall not at all times until paid be fully secured by collateral pledged by Trustee or any other party, Guarantor hereby forever waives and relinquishes in favor of Lender, and Trustee, and their respective successors, any claim or right to payment Guarantor may now have or hereafter have or acquire against Trustee, by subrogation or otherwise, so that at no time shall Guarantor be or become a "creditor" of Trustee within the meaning of 11 U.S.C. Section 547(b), or any successor provision of the Federal bankruptcy laws.

Guarantor represents and warrants to the Lender that it does not have any adjustments, setoffs, claims or defenses against the Lender under the Guaranty or otherwise in connection with the Guaranty and acknowledges that all of the terms and provisions of the Guaranty are and shall continue in full force and effect, enforceable strictly in accordance with its respective terms.

In Witness Whereof, the undersigned, has executed this Consent of Guarantor as of the 6th day of July, 1992.



Gloria DuClos.

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

PIN # 28-16-208-031
28-16-208-033
28-16-208-030

STREET ADDRESS: 4821 W. 153rd Street, Oak Forest, Illinois

PARCEL 1:

LOTS 1 AND 2 (EXCEPT THE EAST 212 FEET OF LOTS 1 AND 2) TAKEN AS A TRACT, IN BLOCK 19 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN SECTION 15 AND 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 43.67 FEET OF THE EAST 212 FEET OF LOTS 1 AND 2 TAKEN AS A TRACT, IN BLOCK 19 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN SECTION 15 AND 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 23 (EXCEPT THE WEST 150 FEET THEREOF IN BLOCK 19 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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