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COOK COUNTY, ILLINOIS
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MORTGAGE MODIFICATION AGREEMENT

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THIS AGREEMENT made as of the 1st day of October, 1993, by and between, McHenry State Bank not personally but as Trustee under Trust No. 12348 dated September 17, 1990, whose address is 3510 W. Elm, McHenry, Illinois 60050 (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 Corporation 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 Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of October 1, 1990 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on October 1, 1993.

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 November 1, 1990 as document number 90533672 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 Two Hundred Fifteen Thousand Two Hundred Eighteen and No/100 Dollars (\$215,218.00) which shall be paid as follows:

Principal shall be paid in full on January 1, 1994. Accrued interest shall be paid on November 1, 1993, and on the 1st day of each month thereafter until the principal balance shall be paid in full.

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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 an 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).

(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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1. All references in the Mortgage to the State shall refer to the State of California.

2. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.

3. The Mortgagor shall have all the rights and remedies available to the Mortgagor under the law of the State of California.

4. The Mortgagor shall have all the rights and remedies available to the Mortgagor under the law of the State of California, and shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage. The Mortgagor shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage, and shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage.

5. The Mortgagor shall have all the rights and remedies available to the Mortgagor under the law of the State of California, and shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage. The Mortgagor shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage, and shall be deemed to have waived all such rights and remedies to the extent of the provisions of this Mortgage.

6. For purposes of this Mortgage, (a) "environmental law" means any statute, regulation, ordinance, or other law of the State of California, or any other jurisdiction, that relates to the protection, preservation, or improvement of the environment, including, but not limited to, laws relating to air quality, water quality, noise, hazardous waste, and other environmental matters. (b) "environmental law" means any statute, regulation, ordinance, or other law of the State of California, or any other jurisdiction, that relates to the protection, preservation, or improvement of the environment, including, but not limited to, laws relating to air quality, water quality, noise, hazardous waste, and other environmental matters.

7. The Mortgagor hereby certifies and warrants that the information contained in the Note and the Mortgage is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which would render the information contained in the Note and the Mortgage false or misleading.

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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 October, 1993.

BORROWERS:
MCHENRY STATE BANK NOT PERSONALLY BUT
TRUSTEE UNDER TA#12348 DATED 9/17/90
By: William J. Taylor
WILLIAM J. TAYLOR
Trust Officer

ATTEST: Gerald Bell
Gerald Bell
Trust Officer

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

Annette M. Lindley
ANNETTE M. LINDLEY, Trustee of the Annette M.
Lindley declaration of Trust dated April 13,
1990

MORTGAGEE:
OLD KENT BANK
By: James E. Allen
JAMES E. ALLEN
VICE PRESIDENT

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State of Illinois)
) SS.
County of MCHENRY)

I, JEANNE E. KERN, a Notary Public in and for said County in the State aforesaid, do hereby certify that WILLIAM J. TAYLOR, TRUST OFFICER of MCHENRY STATE BANK and GERALD L. HELT, TRUST OFFICER of MCHENRY STATE BANK are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T.O. and T.O., 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 TRUST OFFICERS as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26TH day of OCTOBER, 19 93.

Joanne E. Kern
"OFFICIAL SEAL"
Joanne E. Kern
Notary Public, State of Illinois
My Commission Expires Nov. 9, 1996

State of Illinois)
) SS.
County of DePue)

I, The undersigned, a Notary Public in and for said County in the state aforesaid, do hereby certify that James E. Allen, 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 Vice President, appeared before me this day in person and acknowledged that (he) (he) 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 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 October, 19 93.

Mary F. Brucker
"OFFICIAL SEAL"
MARY F. BRUCKER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/21/96

State of Illinois)
) SS.
County of)

I, Joseph DeMay, a Notary Public in and for said County and State aforesaid, do hereby certify that ANNETTE M. LUDLEY, 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 23 day of October, 19 93.

Joseph J. DeMay
"OFFICIAL SEAL"
JOSEPH J. DEMAY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 3/13/96

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EXHIBIT "A"

PARCEL 1:

LOTS 7, 8, AND 9 IN HIGHFIELD PLACE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1980 AS DOCUMENT 25393343 AND AS AMENDED JANUARY 2, 1981 AS DOCUMENT 25723114, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 2 DEGREES 00 MINUTES EAST ALONG THE LINE BETWEEN THE LANDS OF STARRETT AND WALBAUM, 1322.0 FEET TO A POINT 25.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 7; THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG A LINE THAT IS 25.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 7, 502.29 FEET; THENCE SOUTH 2 DEGREES 00 MINUTES WEST, 435.3 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 00 MINUTES WEST, 255.0 FEET TO THE NORTHERLY LINE OF THE EVANSTON HIGHWAY (STATE ROUTE 58); THENCE NORTH 89 DEGREES 39 MINUTES WEST ALONG SAID NORTHERLY LINE OF 101.0 FEET; THENCE NORTH 2 DEGREES 00 MINUTES EAST NORTHERLY LINE OF EVANSTON HIGHWAY 101.00 FEET TO THE PLACE OF BEGINNING, AND BEING SITUATED IN COOK COUNTY, ILLINOIS.

P.I.N. #06-07-302-031

06-07-309-020

06-07-309-021

COMMON ADDRESS: STATE ROUTE 58 AND WAVERLY DRIVE
ELGIN, IL 60120

Cook County Clerk's Office

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MAN VITALE

THE STATE OF ILLINOIS, COUNTY OF COOK, BEING THE COUNTY WHEREIN SAID MAN VITALE RESIDES, DO HEREBY CERTIFY THAT SAID MAN VITALE IS A RESIDENT OF SAID COUNTY AND STATE AND IS ELIGIBLE TO HOLD OFFICE AS A MEMBER OF THE BOARD OF SUPERVISORS OF SAID COUNTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 19____.

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BY: _____ CLERK OF SAID COUNTY

Property of Cook County Clerk's Office

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