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MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 1993 by and between, Harris Bank Naperville, F/K/A Bank of Naperville, Not Personally But as Trustee under Trust No. 3542 Dated March 6, 1979, (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 60120, 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 Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of October 26, 1988 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 October 26, 1988 as document number 88493507 and, re-recorded on October 27, 1988 as Document No. 88495435 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 Ninety Three Thousand Three Hundred Two and 30/100 Dollars (\$193,302.30) which shall be paid as follows:

Principal and interest shall be paid in installments of \$1,954.00 each of principal, plus unpaid interest accrued to the date of payment, commencing February 1, 1993, and continuing on the first day of each month thereafter until February 1, 1998, at which time the entire remaining unpaid balance of principal and interest 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, 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).

(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 of 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 January, 1993.

THIS INSTRUMENT WAS PREPARED BY
CLIFFORD SCOTT-RUDWICK
OLD KENT BANK
105 S. YORK
ELMHURST, IL 60126

BORROWERS:

Harris Bank Naperville, F/K/A Bank
of Naperville, Not Personally But
as Trustee under Trust No. 3542
Dated March 6, 1979

See Trustee's Rider Attached Hereto And Made Part Hereof

MORTGAGEE:

OLD KENT BANK

By: 

Charles R. Thomas

Its: Asst. Vice President

Box 333

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Exhibit A

Lot 30 in Frank De Lugach's 87th Street Acres, a Subdivision of the North 25 Acres of the East 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 23-02-206-006

Common Address: 8033-39 W. 87th Street
Hickory Hills, IL 60457

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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, the undersigned, a Notary Public in and for said County in the state aforesaid, do hereby certify that Charles J. Thomas First Vice President of Old Kent Bank N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Charles J. Thomas, 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 Charles J. Thomas 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 January, 19 94.

Notary Public



State of Illinois)

) SS.

County of)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, 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 _____ day of _____, 19 _____.

Notary Public

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HARRIS BANK NAPERVILLE, not personally
but as Trustee under L/T # 3542

By: Donald L. Krebs

Donald L. Krebs, Trust Officer

Attest:

By: Mary A. Szczap

Mary A. Szczap, Pro-Secretary

STATE OF ILLINOIS
COUNTY OF Will

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L. Krebs of Harris Bank Naperville, and Mary A. Szczap thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Pro-Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Harris Bank Naperville did affix the said corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

March 3, 1993

Date

Beverly J. Sheets
Notary Public

