

This document was prepared by and should be returned to:

Brent Frank
Beverly Bank - Matteson
4350 Lincoln Highway
Matteson, Illinois 60443

LOAN #5000000934



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RECORDED 137.50
INDEXED 07/23/92
94-878345

MORTGAGE AND ASSIGNMENT OF RENTS
MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement"), made as of this 9th day of September, 1994, by and between Beverly Bank - Matteson, an Illinois banking association (the "Lender"), George E. Boggs (herein called the "Borrower(s)"), and Beverly Trust Company as trustee U/T/A dated 07/23/92 and known as Trust #74-2169 (herein called the "Trustee");

W I T N E S S E T H:

Whereas, Trustee has heretofore executed and delivered to the Lender that certain Mortgage Deed dated December 9th, 1993, recorded on December 28th, 1993 as Document # 03070770, 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 December 9th, 1993, in the original principal amount of \$64,000.00, bearing interest at a rate per annum equal to the Prime Rate plus one percent (P + 1%), and being payable to the Lender as set forth therein, and with a final payment being due and payable on September 9th, 1994; 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 Trustee, dated December 9th, 1993, recorded on December 28th, 1993, as Document # 03070771, 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 \$ 63,422.46; and

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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;

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, Assignment and Note.

2. The Mortgage is hereby amended as follows:

(a) The description of the Note in the Mortgage shall be modified to conform to the new Note dated September 9, 1994 and the Mortgage shall continue to secure the indebtedness evidenced by the new Note. The maturity date of the mortgage shall be March 15, 1995.

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

(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,"

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"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 Reauthorization Act of 1986 (SARA), the Hazardous Materials 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 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 ordinances, 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 made by Lender shall be for Lender's purposes only and shall 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

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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.

3. The Assignment is hereby amended as follows:

The description of the indebtedness in the Assignment shall be deemed to include the indebtedness under the Note, as modified by this Modification Agreement. The Assignment shall continue to secure the indebtedness evidenced by the Note.

4. 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.

5. This Modification Agreement does not constitute the extinguishment of the indebtedness evidenced by the 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 Note is paid in full.

6. Borrower(s), and each individually, 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 Note or otherwise in connection with the loan evidenced thereby. Giving effect to the modifications and amendments set forth in this

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Modification Agreement, all of the terms, provisions, conditions and agreements contained in the Note and the Mortgage (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.

7. 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.

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

Gregory Meyer
and known as Trust #74-2169
not personally but as Trustee
under Trust #74-2169.

TRUST OFFICER

Exemption provision restricting
any liability of the Beverly Trust
Company stamped on the reverse
side hereof is hereby expressly
waived.

ATTEST:

Dale Rook
Title: Vice President

Beverly Bank - Matteson

By: *[Signature]*

Title: *[Signature]*

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This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or executing this document or of anything therein contained, all such liability if any being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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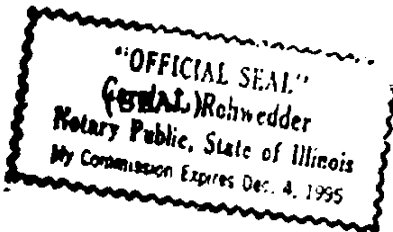
TRUST ACKNOWLEDGEMENT

STATE OF Illinois)
COUNT OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above name Rosemary MAZUR and BEVERLY TRUST COMPANY of the TRUST OFFICER, Grantor, personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, as such TRUST OFFICER and TRUST OFFICER 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 Corporation for the uses and purposes therein set forth; and the TRUST OFFICER then and there acknowledged that said TRUST OFFICER as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said TRUST OFFICER own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of Sept, 1994.

Carol J. Rohwedder
Notary Public
My Commission Expires 12/4/95



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LENDER ACKNOWLEDGEMENT

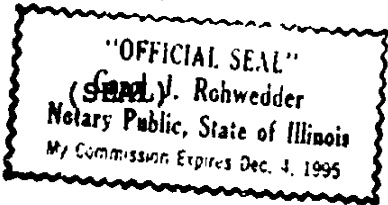
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Carol J. Rohwedder, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Brent C. Busch, Senior Vice President of Beverly Bank - Matteson (the "bank") and David P. Beck, 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 Senior Vice President and Vice President 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 Janell Takak then and there acknowledged that she, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as her 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 9th day of September, 1994.

Carol J. Rohwedder

Notary Public
My Commission Expires: _____



Clerk's Office

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CONSENT OF OWNER OF THE REAL ESTATE

The undersigned, being the legal owner of the Real Estate pledged as collateral to secure the repayment of the obligations of George E. Boggs and Beverly Trust Company Trust #74-2169, the ("Borrower"), owing to Beverly Bank - Matteson (the "Lender") under the Note described in the foregoing Modification Agreement, 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 Note and consents and agrees to the modification of the Mortgage as set forth above.

The undersigned hereby reaffirms and acknowledges that the Mortgage and the Lender's lien on the Real Estate shall continue until all obligations of the Borrower are paid in full and acknowledges that the Lender is relying upon this reaffirmation in consenting to the agreements contained in the Modification Agreement.

The undersigned represents and warrants to the Lender that the undersigned has no adjustments, setoffs, claims or defenses against the Lender in connection with the loan to Borrower or in connection with the Mortgage, and acknowledges that all of the terms and provisions of the Mortgage and any other instrument of security executed and delivered by the undersigned to the Lender are and shall continue in full force and effect, enforceable strictly in accordance with their respective terms.

In Witness Whereof, the undersigned, has executed this Consent as of the 9th day of September, 1994.

By:

By: _____
George E. Boggs

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

PIN # 32-06-106-011 Vol. 10

STREET ADDRESS: 18440 Palmer Avenue, Homewood, IL 60430

LOT 18 IN SUBDIVISION OF THAT PART OF LOTS 25, 26, 27 AND 28 LYING WEST OF THE WEST LINE OF PALMER AVENUE OF HENRY GOTTSCHALK'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, LYING WEST OF A LINE 792.0 FEET WEST OF THE CENTER LINE OF VINCENNES ROAD AND EAST OF THE EAST LINE OF HENRY STREET, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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ENCLOSURE

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