

UNOFFICIAL COPY 94105442

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MORTGAGE MODIFICATION AGREEMENT

94105442

378A

APR 30 1993

THIS AGREEMENT made as of the 10th day of December, 1993, by and between, Old Kent Bank not personally but as Trustee under Trust number 5796 dated August 24, 1987 (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 Two Hundred Thousand and No/100 Dollars (\$200,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of August 26, 1987 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on September 10, 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 September 18, 1987 as document number 87510901 and, Mortgage Modification Agreement recorded October 1, 1992 as document number 92728275 and, Mortgage Modification Agreement recorded January 7, 1993 as document number 93015142 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 Seventy Thousand Three Hundred Thirty-Eight and 78/100 Dollars (\$170,338.78) which shall be paid as follows:

Principal and interest shall be paid in installments of \$2,250.00 each to be first applied to the interest accrued on the unpaid principal balance, commencing January 10, 1994 and on the 10th day of each month thereafter until March 10, 1995, at which time the remaining unpaid principal balance and accrued interest shall be paid in full.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

24 FEB -1 PM 12:00

94105442

BOX 333

94105442

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 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.

94105442

UNOFFICIAL COPY

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 10th day of December, 1993.

BORROWERS:

OLD KENT BANK NOT PERSONALLY BUT AS
TRUSTEE UNDER TRUST #5796 DATED
AUGUST 24, 1987

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

[Signature]
CLIFF SCOTT-RUDNICK
Attorney at Law & Trust Officer

MORTGAGEE:

OLD KENT BANK

By: *[Signature]*
ROBERT G. GIROLAMO
its: VICE PRESIDENT

This Document is signed by Old Kent Bank, not individually, but solely as Trustee under the Trust Agreement and Document. Said Trust Agreement and Document are hereby referred to and any claims against the Trust Agreement and Document shall be deemed to be claims against the Trust Agreement and Document. The Trust Agreement and Document are hereby referred to and any claims against the Trust Agreement and Document shall be deemed to be claims against the Trust Agreement and Document. The Trust Agreement and Document are hereby referred to and any claims against the Trust Agreement and Document shall be deemed to be claims against the Trust Agreement and Document.

94105442

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29 AND 30 IN BLOCK 8 IN GOSS, JUDD AND SHERMAN'S WEST DIVISION STREET HOME ADDITION, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #15-03-124-009, 010, 011, 012, 013, 014, 015, 016, 017, AND 018

COMMON ADDRESS: 1515 N. 25TH AVENUE
MELROSE PARK, ILLINOIS

Property of Cook County Clerk's Office

94105442

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 _____.

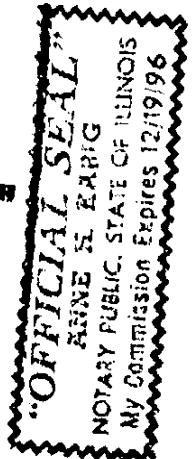
Notary Public

State of Illinois)
) SS.
County of DuPage)

I, Anne H. Karig, a Notary Public in and for said County in the state aforesaid, do hereby certify that _____ 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 _____, 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 Scott Rudick 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 14th day of December, 19 97.

Anne H. Karig
Notary Public

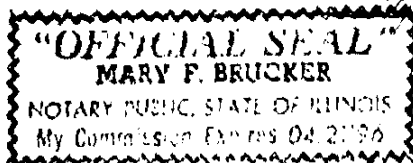


State of Illinois)
) SS.
County of DuPage)

I, Mary F. Brucker, a Notary Public in and for said County and State aforesaid, do hereby certify that Scott Rudick 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 14th day of December, 19 97.

Mary F. Brucker
Notary Public



94105442