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MODIFICATION AGREEMENT

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COOK COUNTY RECORDER

Loan No. 0366760/9002

MODIFICATION AGREEMENT, made April 21st 1995 between FIRST OF AMERICA BANK-ILLINOIS, N A (THE "MORTGAGEE") OF Kankakee, Illinois and Heritage Trust Company, not personally, but as Trustee of Trusts Number 88 3383 and 71-1843 under Trust Agreements dated July 21st, 1988 and April 28, 1975 and Chicago Title & Trust as Successor Trustee to First of America Trust Company, not personally, but as Trustee of Trust Number 36-7007 under Trust Agreement dated March 25th, 1984 (the "Mortgagor") of Kankakee, Illinois

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RECITALS:

- A The Mortgagor is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated April 21st 1994 in the original amount of Two Hundred Fifty Thousand and No/100's (\$250,000.00) (the "Note"), and
- B The Note is secured by a certain real estate mortgage of even date with the Note and recorded April 28th 1994 as Document Number R94-043881 and 94-043882 in the office of the Recorder for Will County Illinois (the "Mortgage"), on the real property described on Exhibit "A" attached here'o (the "Mortgaged Premises"), and
- C The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of Two Hundred Fifty Thousand Dollars and No/100's DOLLARS (\$250,000.00)
2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated

MODIFICATION OF NOTE

- (X) **Interest Rate.** The interest rate of Eight & 50/100 percent (8.50%) per annum is modified to Ten & 50/100 percent (10.50%) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee
- (X) **Maturity Date.** The date upon which the entire indebtedness evidenced by the Note if not sooner paid, shall be due and payable and the date to which the maturity of the Mortgage is extended is the 5th day of June, 1995

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Additional payments on principal, hereinafter called prepayment, may be made in amounts not exceeding 15% in any one year. Further prepayments of principal may be made upon payment of a premium of 1% of any amount so paid before five years from the date hereof, thereafter without premium. Any prepayments shall be made only on an installment due date and in an amount equal to the principal to become due in one or more installments next succeeding the date of payment. No prepayment shall affect the amount or time for payment of subsequent required installments.

In the event of default in making payment of principal and/or interest when due and the continuance of such default for a period of fifteen days, then the whole of said principal sum remaining unpaid shall bear interest from the due date of such installment until such installment is paid, at an annual rate equal to the above-specified rate plus one percent (1%) per annum.

At Mortgagee's option, upon the occurrence of a default under the terms of the Note or any other agreement with the Mortgagee, other than a default in making payment of principal and/or interest when due, Mortgagor shall pay interest on the unpaid principal balance of the Note at an annual rate equal to the above-specified rate plus two percent (2%) per annum effective from and after the date of occurrence of the default which is not cured or waived within the appropriate grace period, if any.

MODIFICATION OF MORTGAGE

Amount Secured. The principal amount secured by the Mortgage is modified to the sum of DOLLARS (\$), plus interest as set forth in the Note

*

Environmental. Mortgagor agrees to be subject to all of the following environmental provisions:

~~*ALL REPRESENTATIONS AND WARRANTIES FOR ENVIRONMENTAL PROVISIONS ARE MADE BY THE BENEFICIARIES AND NOT THE TRUSTEE--HERITAGE TRUST COMPANY 1188-3353 171-1143.~~

(a) All covenants, warranties and representations from the Mortgagor to the Mortgagee in any Environmental Certificate executed by the Mortgagor and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.

(b) Mortgagor covenants that the Premises is not contaminated by Hazardous Materials (as defined herein) and further covenants, so long as the Indebtedness remains outstanding (i) that it shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor, any tenant, subtenant or occupant, the discharge, dispersal, release or disposal of Hazardous Materials onto the Premises; and (ii) that it shall not allow any conditions to exist that would subject it to damages, penalties, injunctive relief or clean-up costs under any applicable federal, state or local statutes, laws or regulations, or at common law.

(c) Mortgagor shall comply with and ensure compliance by all tenants, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.

(d) In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify the Mortgagee and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.

(e) If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, the Mortgagor at his own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises in accordance with

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actions so taken

(f) If an environmental assessment has been conducted at Mortgagee's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the Loan Documents or to receive the protection and indemnity contained herein. If at any time during the term of the Indebtedness, the Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, the Mortgagee shall have the right to require Mortgagor, at Mortgagor's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Until receipt of such evidence, the Mortgagee shall not be required to make any advances or loans to the Mortgagor. Mortgagee's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.

(g) The Mortgagor shall provide the Mortgagee with reasonable access to the Premises, the Mortgagor's business records and Mortgagor's agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting the Mortgagee's security interest. The Mortgagee shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagee under this mortgage or otherwise.

(h) The Mortgagor has a continuing duty to notify the Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of the Mortgagor contained in this Mortgage or in any Environmental Certificate delivered by Mortgagor to Mortgagee.

(i) The Mortgagor agrees to indemnify, defend and hold harmless the Mortgagee against any and all claims, losses, costs, damages, liabilities, and expenses (including all reasonable attorney's fees) asserted against or incurred by the Mortgagee and directly or indirectly arising out of or attributable to the Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by the Mortgagor, or degradation of the environment in connection with the Premises whether by the Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.

(j) All obligations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.

(k) For purposes of this Mortgage, "Hazardous Materials" shall include without limitation, any chemical or other material which is or may become injurious to the public health, safety, or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 259.601 et seq.), the Illinois Environmental Protection Act, as amended (Ill. Rev. Stat. 1983 Ch. 111 1/2, § 1001 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

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MODIFICATION OF NOTE AND MORTGAGE - ASSUMPTION.

_____ [] (collectively the "Assuming Borrower"), is hereby substituted for the Mortgagor as the Obligor under the Note and the Mortgage. The Assuming Borrower, jointly and severally, hereby assumes and agrees to pay the Note in accordance with its terms and to be subject to all the provisions of the Note and the Mortgage as fully and completely as though Assuming Borrower had originally executed Note as maker and the Mortgage as Mortgagor. The Mortgagor is hereby released from all liability under the Note and Mortgage. The whole of the Mortgaged Premises shall be subject to the lien of the Mortgage and nothing contained herein shall affect the lien of the Mortgage or the priority thereof over any other lien or encumbrance.

MODIFICATION - OTHER.

_____ [] The Note or Mortgage, or both, are further modified as follows

- 3 The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, amend, vary or affect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
- 4 If Mortgagor or Assuming Borrower consists of two or more persons, the liability of such persons hereunder shall be joint and several.
- 5 The Assuming Borrower has executed this Agreement for the purpose of the assumption described above and for the purpose of acknowledging and approving any modification of the Note or Mortgage set forth herein.
- 6 This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MORTGAGOR: Heritage Trust Company, not personally, but as Trustee of Trusts Number 88-3383 and 71-1643 under Trust Agreements dated July 21st, 1988 and April 28th, 1975 and First of America Trust Company, not personally, but as Trustee of Trust Number 36-7007 under Trust Agreement dated March 28th, 1994
HERITAGE TRUST COMPANY #88-3383 & 71-1643

BY: *Lynne Lee Tully*
Land Trust Officer

ATTEST: *Raymond [Signature]*
Asst. Secretary

STATE OF ILLINOIS)
COUNTY OF)

On this 21st day of April, 1995, before a Notary Public in and for said County personally appeared _____ and acknowledged the foregoing agreement:

Notary Public
County _____

My Commission Expires: _____

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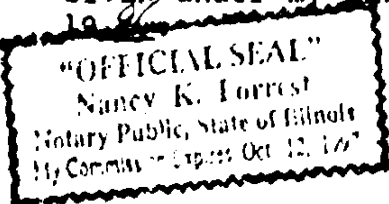
CORPORATE NOTARY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Linda Leo Lutz and Lynda A. Blust of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant 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 said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as her 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 1st day of June 1984



Nancy K. Forrest
Notary Public

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 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 purpose of 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 responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HERITAGE TRUST COMPANY

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MORTGAGOR: Heritage Trust Company, not personally, but as Trustee of Trusts Number 88-3383 and 71-1643 under Trust Agreements dated July 21st, 1988 and April 28th, 1975 and First of America Trust Company, not personally, but as Trustee of Trust Number 36-7007 under Trust Agreement dated March 26th, 1994

SEE ATTACHED RIDER FOR SIGNATURE AND EXCULPATORY CLAUSE

STATE OF ILLINOIS)
COUNTY OF)

On this 21st day of April, 1995, before a Notary Public in and for said County personally appeared _____ and acknowledged the foregoing agreement:

Notary Public
County _____

My Commission Expires _____

MORTGAGEE:

FIRST OF AMERICA BANK-ILLINOIS, N.A.

By Mark Stevens
Mark Stevens

Its Vice President

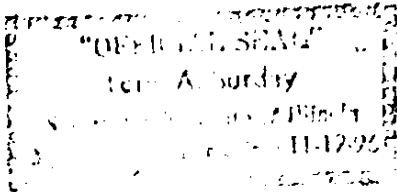
STATE OF ILLINOIS)
COUNTY OF WILL)

On this 21st day of April, 1995, before a Notary Public in and for said County personally appeared Mark Stevens of First of America Bank-Illinois, N.A., and acknowledged the foregoing agreement on behalf of said Bank

Brian A. Burdick
Notary Public

Will County _____

My Commission Expires 11/19/98



THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:
FIRST OF AMERICA BANK-ILLINOIS, N.A.
170 North Ottawa Street
Joliet, Illinois 60431
Commercial Loan Department

95-22779-1

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EXHIBIT A

Description of Real Estate

Tax Identification Numbers 19 34 423 009

19 34 423 010

THE SOUTH 50 FEET OF THE NORTH 250 FEET AND THE SOUTH 50 FEET OF THE NORTH 300 FEET OF LOT 1 IN BLOCK 17 IN F.H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE EAST 129 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

Commonly Known As: 8552 South Pulaski; Chicago, Illinois

8552 S PULASKI
CHICAGO, ILLINOIS
60620

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EXECUTION WITH EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY,
AS SUCCESSOR TRUSTEE TO FIRST OF AMERICA TRUST # 30-7007 ATTACHED TO THAT
Modification Agreement

DATED April 21, 1995

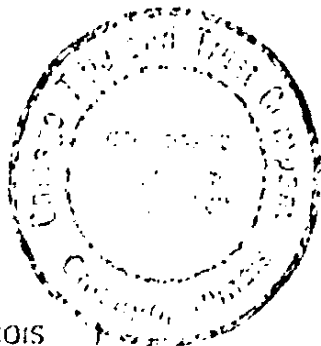
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, 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 Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Successor Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE June 7, 1995

CHICAGO TITLE AND TRUST COMPANY,
as Successor Trustee aforesaid and
not personally,

Corporate Seal



By: [Signature]
Assistant Vice President

Attest: [Signature]
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 said Company for the uses and purposes therein set forth and the said Assistant Secretary then and there acknowledged that said Assistant Secretary is custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day
of June 1995

"OFFICIAL SEAL"
Carrie Barth
Notary Public, State of Illinois
Notarial Seal Commission Expires 4/5/99
www.ilnotary.com

[Signature]

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