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DEPT-01 RECORDING 139.00
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1685 11R * 95-102339
COOK COUNTY RECORDER

Property of Cook County Clerk's Office
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MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, made as of the TENTH day of JANUARY, 1995 by and between, Frederick G. Tuttle, Divorced and not since Remarried, and James J. Zalewski, a Bachelor, whose address is 120 North Main Street, Galena, Illinois ~~60138~~ (60138) FAT (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";

W I T N E S S E T H

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of SIX HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED SEVENTEEN AND 27/100 DOLLARS (\$673,817.27) which loan is evidenced by a Promissory Note being hereinafter referred to as the "Note", dated as of MAY 28, 1993 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 to as the "Mortgage" executed by the Borrower creating a lien on certain real property located in COOK County, Illinois and legally described in Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on JUNE 11, 1993 as Document Number #9343132 and THREE (3) Mortgage Modification Agreements, dated OCTOBER 1, 1993, JANUARY 3, 1994, and JULY 11, 1994 respectively, which Agreements were duly Recorded with the above cited County Recorder's Office on DECEMBER 2, 1993, FEBRUARY 7, 1994, and AUGUST 11, 1994, as Document Numbers #93981419, #94124140 and #94714275 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as herinafter 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 SIX HUNDRED SIXTY-FOUR THOUSAND THIRTY-FOUR AND 11/100 DOLLARS (\$664,034.11) which shall be paid as follows:

BOX 333-CTI

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Principal and Interest shall be paid in installments commencing FEBRUARY 10, 1995, and on the TENTH day of each MONTH thereafter until JULY 10, 1995, at which time the remaining Balance of Principal and Interest shall be paid in full.

Each installment shall be paid in an amount equal to the greater of \$5,877.64 or the amount of unpaid Interest accrued to the date of payment of the installment.

In addition to the above cited Principal and Interest payment terms, payment for Tax Escrow, shall be paid in Monthly installments of \$1,791.45, commencing on FEBRUARY 10, 1995 and on the TENTH day of each MONTH thereafter until JULY 10, 1995.

The combined total Monthly Payments of Principal, Interest and Tax Escrow shall be made in the amount of \$7,669.09.

Interest shall accrue at a Fixed Rate of 10.00% until Maturity and 15.00% after Maturity.

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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 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 JANUARY, 1995.

BORROWERS:


FREDERICK G. TUTTLE


JAMES J. ZALEWSKI

MORTGAGEE:

OLD KENT BANK

* By: 
THOMAS H. HERRON,

its: ASST. VICE-PRESIDENT

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

AFTER RECORDING PLEASE RETURN TO:
JOSEPH M. POHMAN,
COMMERCIAL LOAN ADMINISTRATOR
OLD KENT BANK
105 SOUTH YORK STREET
ELMHURST, ILLINOIS 60126

551022339

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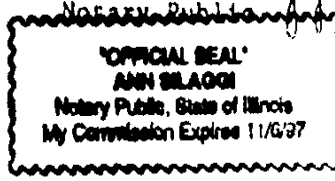
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State of Illinois)
County of De Witt) SS.

I, Ann Silagaj, a Notary Public in and for said County in the State aforesaid, do hereby certify that Frederick G. Tuttle, of Cook and James J. Zelenewski, of Cook 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 26th day of January, 1995.

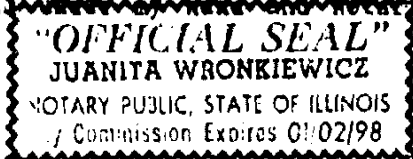
Ann Silagaj



State of Illinois)
County of Cook) SS.

I, Juanita Wronekiewicz, a Notary Public in and for said County in the state aforesaid, do hereby certify that Thomas H. Herfon, of Old Kent Bank, and Asst. V.P., of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. V.P. and Asst. V.P., 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 of said bank as aforesaid, for the uses and purposes therein set forth; and the said Asst. V.P. 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 21st day of JANUARY, 1995.



Juanita Wronekiewicz
Notary Public

State of Illinois)
County of) SS.

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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EXHIBIT "A"

LEGAL DESCRIPTIONS

PARCEL 1.

THE SOUTH 32.25 FEET OF LOTS 4, 5, AND 6 AND THE SOUTH 3.25 FEET OF LOT 7 (EXCEPT THAT PART LYING EAST OF A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7 AND WHICH PASSES THROUGH A POINT IN THE WEST LINE OF LOT 7, 3 FEET FROM THE NORTH WEST CORNER OF SAID LOT 7), ALL IN THE SUBDIVISION OF LOTS 56, 57, 58 AND 59 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 3, 5 AND 6 IN THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF LEAVITT STREET AND OF LOTS 6, 7, 8 AND 9 IN HORTON'S SUBDIVISION OF THE 13 1/3 RODS WEST OF AND ADJOINING THE EAST 29 RODS OF THE SOUTH 12 RODS OF THE SOUTH WEST 1/4 OF SECTION 31, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2.

LOTS 4,5,6 AND 7 (EXCEPT THAT PART OF SAID LOTS CONDEMNED FOR RIGHT OF WAY FOR THE METROPOLITAN WEST SIDE ELEVATED RAILROAD) IN THE SUBDIVISION OF LOTS 56, 57, 58 AND 59 IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF LOTS 3, 5 AND 6 IN ASSESSOR'S SUBDIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF LEAVITT STREET AND OF LOTS 6, 7, 8 AND 9 IN HORTON'S SUBDIVISION OF THE 13 1/3 RODS WEST OF AND ADJOINING THE EAST 29 RODS OF THE SOUTH 12 RODS OF THE SOUTH WEST 1/4 OF SECTION 31, AFORESAID, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1617-1619 NORTH HOYNE AVENUE
CHICAGO, ILLINOIS

PERMANENT TAX NUMBERS: 14-31-333-001-0000 AND 14-31-333-025-0000

PARCEL 3.

THE WEST 40 FEET OF THE EAST 65 FEET OF LOT 2 IN BLOCK 47 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 621-623 WEST RANDOLPH STREET
CHICAGO, ILLINOIS

PERMANENT TAX NUMBER: 17-09-331-025

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