

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$29.00  
TRAN 3499 04/10/95 09:59:00  
6898 JM \*95-237539  
COOK COUNTY RECORDER

## MORTGAGE MODIFICATION AGREEMENT

**THIS AGREEMENT**, made as of the first day of April, 1995 by and between, Shari K. Whitley, whose address is 42 Stone Creek Drive, Lemont, Illinois (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 Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00) which loan is evidence by a promissory note being hereinafter referred to as the "Note", dated as of August 10, 1994 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on April 1, 1995.

**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 August 22, 1994 as document number 94740205 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 Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000.00) which shall be paid as follows:

Principal shall be paid in full on July 1, 1995. Accrued interest shall be paid on May 1, 1995 and on the first day of each month thereafter until the principal balance shall be paid in full.

BOX 333-077

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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.

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IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the first day of April, 1995.

BORROWERS:

THIS INSTRUMENT WAS PREPARED BY  
PAULA MOGGE  
OLD KENT BANK  
105 SOUTH YORK STREET  
ELMHURST, ILLINOIS 60126

By: Shari K. Whitley  
Shari K. Whitley

MORTGAGEE:

RETURN RECORDED COPY TO:  
EILEEN O'LEARY  
OLD KENT BANK  
105 SOUTH YORK  
ELMHURST, IL 60126

OLD KENT BANK  
By: Michael J. Milligan  
Michael J. Milligan  
Vice President

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LOT 257 IN EQUESTRAIN ESTATES UNIT 16, BEING A SUBDIVISION IN THE  
NORTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF SECTION 24,  
TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1988 AS DOCUMENT  
NUMBER 8058989, IN COOK COUNTY, ILLINOIS.

P.I.N. 22-20-107-004

COMMON ADDRESS: 42 STONE CREEK DRIVE  
LEMONT, ILLINOIS

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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 Kane )

I, The undersigned notary, a Notary Public in and for said County in the state aforesaid, do hereby certify that Michael J. Milligan, Vice President of Old Kent Bank, and \_\_\_\_\_ of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_, 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 Vice President 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 30th day of March, 19 95.

*Doris Kerschke*

Notary Public

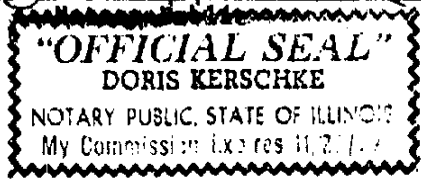


State of Illinois )  
 ) SS.  
County of Kane )

I, the undersigned notary, a Notary Public in and for said County and State aforesaid, do hereby certify that Shari K. Whitley, 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 30th day of March, 19 95.

*Doris Kerschke*



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