

UNOFFICIAL COPY

Town & Country
Gardens

96508936

96316664

15508936

THIS IS BEING RE-RECORDED TO CORRECT MORTGAGOR

*AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 24, 1982 AND KNOWN AS THE LORENZ ENGELMANN DECLARATION OF TRUST, AND
**AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 24, 1982 AND KNOWN AS THE ROSINE ENGELMANN DECLARATION OF TRUST, EACH AS TO AN UNDIVIDED 1/2 AS TO LOT 5 AND THE PART OF LOT 1,

DEPT-01 RECORDING \$31.00
T00012 TRAN 0334 04/26/96 14:40:00
#5020 + CG #--96-316664
COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

H96010522

3/10

THIS AGREEMENT made as of the 1 day of APRIL, 1996 by and between, ANTON F. ENGELMANN AND LAUREL A. ENGELMANN, HIS WIFE, AS JOINT TENANTS AS TO LOTS 2, 4 AND 5, AND LORENZ ENGELMANN*AND ROSINA ENGELMANN,**HIS WIFE AS JOINT TENANTS AS TO LOT 1 (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers" and OLD KENT BANK, 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";

DEPT-01 RECORDING \$31.00
T00012 TRAN 1181 07/02/96 13:52:00
#7524 + TD #--96-502936
COOK COUNTY RECORDER

W I T N E S S E T H

15508936

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note", dated as of JUNE 28, 1995 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on APRIL 1, 1996.

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 8, 1995 as document number 95521640 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 SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) which shall be paid as follows:

PRINCIPAL AND INTEREST SHALL BE PAID IN INSTALLMENTS COMMENCING MAY 1, 1996 AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL APRIL 1, 2001, 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 \$7,385.55 OR THE AMOUNT OF UNPAID INTEREST ACCRUED TO THE DATE OF PAYMENT OF THE INSTALLMENT.

SEE PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF.

96316664

96508936

BOX 333-CTI

UNOFFICIAL COPY

2025-10-10 10:00:00

COOK COUNTY RECORDER
1000 N. LAKE ST. CHICAGO, IL 60611
TEL: (773) 354-2000 FAX: (773) 354-2001

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2. All referenced 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.

96316664

96508936

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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.

96316664

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 1 day of APRIL, 1996.

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

AFTER RECORDING MAIL TO:

OLD KENT BANK
105 S. YORK RD.
ELMHURST, IL 60126
LINDA ELWOOD

BORROWERS:

Arthur J. Engelmann
~~ARTHUR J. ENGELMANN~~
Robert A. Engelmann
~~ROBERT A. ENGELMANN~~
Rosina Engelmann
~~ROSINA ENGELMANN, AS TRUSTEE~~

MORTGAGEE:

OLD KENT BANK

By: *Timothy Serritella*
TIMOTHY SERRITELLA
its: ASST. VICE PRESIDENT

96508936

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

PROPOSED LOTS 1, 2, 4 AND 5 IN ENGELMAN'S RESUBDIVISION, BEING A PROPOSED RESUBDIVISION OF ENGELMANN'S FLOWERWOOD ADDITION AND LOT 10 AND PART OF LOT 11 OF COUNTY CLERK'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CHICAGO STREET WITH THE EAST LINE OF THE ETTNER TRACT; THENCE SOUTH 67 DEGREES 14 MINUTES EAST ALONG THE NORTH LINE 282.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 26 MINUTES EAST, 134.20 FEET; THENCE NORTH 10 DEGREES 48 MINUTES EAST, 429.4 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 11; THENCE SOUTH 79 DEGREES 52 MINUTES WEST ALONG SAID NORTH AND ALONG THE NORTH LINE OF ENGELMANN'S FLOWERWOOD ADDITION, 461.95 FEET TO THE NORTHEAST CORNER OF SAID ENGELMANN'S FLOWERWOOD ADDITION; THENCE SOUTH 6 DEGREES 19 MINUTES 57 SECONDS ALONG THE EAST LINE OF SAID ENGELMANN'S FLOWERWOOD ADDITION, 684.19 FEET TO THE NORTHERLY LINE OF CHICAGO STREET; THENCE NORTH 67 DEGREES 14 MINUTES WEST ALONG SAID NORTHERLY LINES, 553.6 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. #06-18-300-019-0000, 06-18-300-021-0000, 06-18-300-065-0000, 06-18-300-066-0000,
06-18-300-011-0000

COMMON ADDRESS: 936-950 E. CHICAGO STREET
ELGIN, IL 60120

Property of Cook County Clerk's Office

96316664

96508936

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

R I D E R

FROM AND AFTER THE DATE HEREOF, THE MAKER SHALL NOT HAVE ANY RIGHT EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, TO PREPAY ALL THE PRINCIPAL BALANCE OF THIS NOTE. ON ANY PAYMENT DATE HEREUNDER AND WITH TWO (2) MONTHS PRIOR WRITTEN NOTICE TO THE HOLDER HEREOF, ADDITIONAL PARTIAL PAYMENTS MAY BE MADE TO BE CREDITED TO PRINCIPAL IN THE INVERSE ORDER OF MATURITY. IN THE EVENT OF A PREPAYMENT, IN FULL, A PREMIUM OF FIVE PERCENT (5.0%) OF THE AMOUNT SO PREPAID SHALL BE CHARGED, IF SUCH PREPAYMENT OCCURS WITHIN THE FIRST YEAR OF THE LOAN. A PREPAYMENT PREMIUM OF FOUR PERCENT (4.0%) WILL BE CHARGED IF SUCH PREPAYMENT OCCURS WITHIN THE SECOND YEAR OF THE LOAN. A PREPAYMENT PREMIUM OF THREE PERCENT (3.0%) WILL BE CHARGED IF SUCH PREPAYMENT OCCURS WITHIN THE THIRD YEAR OF THE LOAN. A PREPAYMENT PREMIUM OF TWO PERCENT (2.0%) WILL BE CHARGED IF SUCH PREPAYMENT OCCURS WITHIN THE FOURTH YEAR OF THE LOAN. A PREPAYMENT PREMIUM OF ONE PERCENT (1.0%) WILL BE CHARGED IF SUCH PREPAYMENT OCCURS WITHIN THE FIFTH YEAR OF THE LOAN. SUCH PREPAYMENT PREMIUM SHALL ALSO BE PAYABLE IF THE LOAN IS PREPAID FOLLOWING AN ACCELERATION AFTER DEFAULT.

965316664

Cook County Clerk's Office

96508936

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 _____ 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.

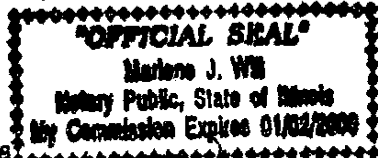
GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____.

Notary Public

State of Illinois)
) SS.
County of Kane)

I, Marlene J. Will, a Notary Public in and for said County in the state aforesaid, do hereby certify that TIMOTHY SERRITELLA, ASST. VICE PRESIDENT 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 ASST. VICE PRESIDENT, 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 foresaid, for the uses and purposes therein set forth; and the said ASST. 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 1st day of April, 19 96.



Marlene J. Will
Notary Public

State of Illinois)
) SS. *ANTON F., LAUREL A., LORENZ & ROSINA ENGELMANN
County of Kane)

I, Christina R. Kennedy, 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 17th day of April, 19 96.



Christina R. Kennedy
Notary Public

96316664

96508936

UNOFFICIAL COPY

Property of Cook County Clerk's Office

