

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$31.00  
 T46012 TRAN 1195 07/03/96 10:55:00  
 48029 4 ER \*-96-511935  
 COOK COUNTY RECORDER

H96017222

\* FORMERLY KNOWN AS EDGEWOOD BANK

## MORTGAGE MODIFICATION AGREEMENT

3/26

THIS AGREEMENT made as of the 22ND day of MAY, 1996, by and between, JEFFREY ALAN EISERMAN AND MICHAEL EISERMAN, AS TENANTS IN <sup>COMMON</sup> (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 THREE HUNDRED THIRTY THOUSAND AND NO/100--DOLLARS (\$330,000.00) which is evidence by a promissory note being hereinafter referred to as the "NOTE", dated as of OCTOBER 27, 1993, executed by Borrowers and payable to the order of the Mortgagee, with final payment due on OCTOBER 27, 1998.

WHEREAS, the Note is secured by a Mortgage on 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 on a Exhibit "A" attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on NOVEMBER 3, 1993, as document number 93890979 and, ASSIGNMENT OF RENTS FILED NOVEMBER 3, 1993 AS DOCUMENT NUMBER 93890980

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 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 SEVENTY THREE THOUSAND ONE HUNDRED SIXTY SIX AND 77/100--DOLLARS (\$273,166.77) WHICH SHALL BE PAID AS FOLLOWS: PRINCIPAL SHALL BE PAID IN INSTALLMENTS OF \$1,833.33 EACH, COMMENCING JULY 1, 1996, AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL JULY 1, 2001, AT WHICH TIME THE REMAINING UNPAID BALANCE SHALL BE PAID IN FULL. ACCRUED INTEREST SHALL BE PAID ON JULY 1, 1996, AND ON THE FIRST DAY OF EACH MONTH THERAFTER UNTIL THE PRINCIPAL BALANCE SHALL BE PAID IN FULL.

SEE ATTACHED RIDER FOR PREPAYMENT SCHEDULE.

# BOX 333-CTI

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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.

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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 22ND day of MAY, 1996.

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

RETURN RECORDED INSTRUMENT TO:

OLD KENT BANK  
ATTN: S. BERG  
105 S. YORK STREET  
ELMHURST, IL. 60126

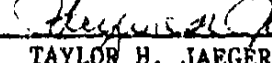
BORROWERS:

  
JEFFREY ALAN EISERMAN

  
MICHAEL EISERMAN

MORTGAGEE:

OLD KENT BANK

By:   
TAYLOR H. JAEGER  
its: VICE PRESIDENT

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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.

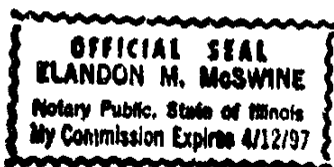
GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of Illinois )  
 ) SS.  
County of Cook )

I, Elandon M. McSwine, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lillian H. Jager, 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 \_\_\_\_\_ appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act of said bank as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of June, 1996.



Elandon M. McSwine  
Notary Public

State of Illinois )  
 ) SS.  
County of Cook )

I, Elandon M. McSwine, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael + Jeffrey Eisenman, 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 they signed and delivered the said instrument at \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of June, 1996.



Elandon M. McSwine  
Notary Public

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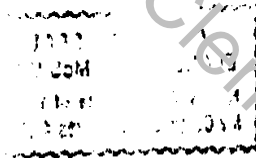




EXHIBIT A  
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LOTS 19, 20, 21 AND 22 (EXCEPT THAT PART OF LOT 19 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19, THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 48 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT A DISTANCE OF 15.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE NORTH 48 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 19.80 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAY SURVEY MARKER ON THE EASTERLY LINE OF SAID LOT 19; THENCE SOUTH 00 DEGREES 12 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN BLOCK 17 IN FRANKLIN PARK, A SUBDIVISION OF WEST 1/2 OF NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-27-(12)-038

ADDRESS: 9500 WEST GRAND  
FRANKLIN PARK, IL

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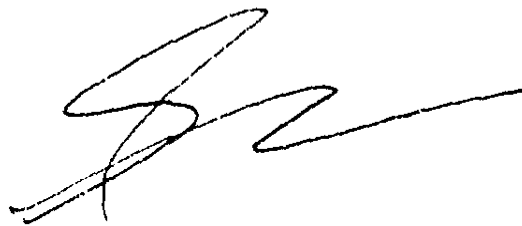

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## R I D E R

From the date hereof, the maker shall have the right to prepay any amounts of the principle balance of this note with no penalty, so long as said payment is not an attempt to refinance this loan. In the event that the maker shall attempt to refinance this loan at any financial institution then, a premium of Five Percent (5.%) 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.

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