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Cook County Recorder

29.50

RECORDATION REQUESTED BY:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494

WHEN RECORDED MAIL TO:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494



SEND TAX NOTICES TO:

Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Devon Bank - Attn. Vincent Baratta
6445 N. Western Ave.
Chicago, IL 60645

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 15, 1997, BETWEEN Robert Cole (referred to below as "Grantor"), whose address is 1439 Lori Lyn Lane, Northbrook, IL 60062; and Devon Bank (referred to below as "Lender"), whose address is 6445 N. Western Ave., Chicago, IL 60645-5494.

MORTGAGE. Grantor and Lender have entered into a mortgage dated November 15, 1996 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on December 4, 1996 as Document #96916877 in the Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

PARCEL I: Lots 2 and 3 in Zera Subdivision Three of parts of the Southwest 1/4 of Section 24 and the Southeast 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. **PARCEL II:** A Non-Exclusive easement for driveway purposes as reserved in deed by Chicago and Northwestern Transportation Company to Alexander A. Zera, Jr. and Phillip V. Zera by deed recorded as document 25384528, and as contained and conveyed in deed recorded as document 85308825 over the following described land: That part of the Southwest 1/4 of Section 24, and the Southeast 1/4 of Section 23, all in Township 41 North, Range 13, East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of the Southwest 1/4 of said Section 24; thence South 02 degrees 28 minutes 13 seconds West 1563.60 feet on the West line of said Section 24, to the true point of beginning; thence North 66 degrees 13 minutes 02 seconds East 33.46 feet; thence South 02 degrees 28 minutes 13 seconds West 255.88 feet; thence South 13 degrees 36 minutes 32 seconds East 111.58 feet; thence South 02 degrees 43 minutes 28 seconds West 143.34 feet thence South 11 degrees 48 minutes 34 seconds West 382.55 feet; thence South 24 degrees 20 minutes 48 seconds West 247.86 feet to the Northerly Right-of-Way line of Oakton Street; thence North 89 degrees 05 minutes 32 seconds West 32.70 feet on the Northerly Right-of-Way line of Oakton Street to the Westerly Right-of-Way line of the Chicago and North Western Railway Company; thence North 24 degrees 20 minutes 48 seconds East 339.35 feet on the said Westerly Right-of-Way to the West line of the said Section 24, thence North 02 degrees 28 minutes 13 seconds East 109.43 feet on the West line of the said Section 24; thence North 11 degrees 48 minutes 34 seconds East 189.05 feet; thence North 02 degrees 43 minutes 28 seconds East 136.66 feet; thence North 13 degrees 36 minutes 32 seconds West 111.52 feet to the West line of said Section 24, thence North 02 degrees 28 minutes 13 seconds East 215.32 feet on the West line of the said Section 24 to the true point of beginning all being situated in Cook County, Illinois.

The Real Property or its address is commonly known as 2527 Oakton, Evanston, IL 60202. The Real Property

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tax identification number is 10-24-300-035-0000 & 10-24-300-036-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

The maturity date is hereby extended to November 15, 1998.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to unchange strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Robert Cole

X

LENDER:

Devon Bank

Authorized Officer

By:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL
COUNTY OF COOK

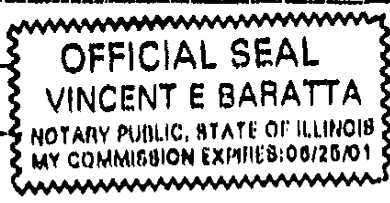
On this day before me, the undersigned Notary Public, personally appeared Robert Cole, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of December, 19 97.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires _____



LENDER ACKNOWLEDGMENT

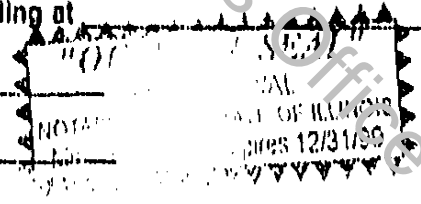
STATE OF IL
COUNTY OF COOK

On this 15th day of December, 19 97, before me, the undersigned Notary Public, personally appeared Vincent E. Baratta and known to me to be the Notary Public, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 12/31/99



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EXHIBIT A-ENVIRONMENTAL MATTERS

Borrower: North Shore Towing, Inc.
(TIN: 38-3516788)
2527 Oakton
Evanston, IL 60202

Lender: Devon Bank
6445 N. Western Ave.
Chicago, IL 60645-5494

This EXHIBIT A-Environmental Matters is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated December 15, 1997, and executed in connection with a loan or other financial accommodations between Devon Bank and North Shore Towing, Inc..

HAZARDOUS MATERIAL. As used herein, Hazardous Material shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum products, urea formaldehyde foam insulation, and any other hazardous, special or toxic materials, wastes and substances which are defined, determined or identified as such in any federal, state or local law, rule, regulation, ordinance, order, code or statute, in each case as amended (whether now existing or hereafter enacted or promulgated) including, without limitation, The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq., together with rules and regulations promulgated thereunder, each as amended, and any law, statute, regulation, rule or ordinance of the State of Illinois including, without limitation, the Illinois Environmental Protection Act, 415 ILCS Section 3/1 et. seq., and any other governmental entity with jurisdiction over the Property or part thereof, concerning such hazardous, special or toxic materials, wastes or substances or any judicial or administrative interpretation of such laws, rules or regulations (all of the foregoing being herein collectively called "Environmental Laws"); Grantor hereby covenants with, warrants to and represents to Lender that except for those matters previously disclosed to and acknowledged by Lender, in writing: (a) the Property is, and to the best of Grantor's knowledge, at all times has been, in compliance with all Environmental Laws and is free of any Hazardous Material; (b) no notice, demand, claim or other communication has been given to or served on Grantor, and Grantor has no knowledge of any such notice given to previous owners or tenants of the Property, from any entity, governmental body or individual claiming any violation of any of the Environmental Laws or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any natural resources, and no basis for any of the foregoing exists; (c) no storage tanks for gasoline or any other substance are located on the Property; (d) none of the Property has ever been used (whether by Grantor or, to the best of Grantor's knowledge, by any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for, nor in connection with the generation or handling of, any Hazardous Material; (e) shall Grantor use or acquiesce in the use of the Property in such manner; (f) with respect to the Illinois Responsible Property Transfer Act, 765 ILCS 90/1 et. seq. ("IRPTA"); no disclosure document is required to be given by Grantor to Lender or any other person because (i) there are no underground storage tanks located on the Property requiring notification under applicable law; and (ii) the Property does not contain any facility which is subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986, and the regulations promulgated thereunder; (g) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Grantor, threatened or anticipated, with respect to or arising from environmental, health, or safety aspects of the Property or in any way related to Hazardous Material.

GRANTOR'S COVENANT. In the event that any hazardous Material is hereafter found or otherwise exist on, under or about the property or any part thereof in violation of any of the Environmental Laws or in the absence of applicable Environmental Law, contrary to good and customary practice (hereafter, "Non-Compliance Condition") (a) Grantor shall take all necessary and appropriate actions and shall spend all necessary sums to investigate and cure any such Non-Compliance Condition, including but not limited to remediation of the site to applicable regulatory standards. Grantor shall at all times observe and satisfy the requirements of and maintain the Property in strict compliance with all of the Environmental Laws; (b) in the event Grantor or any tenant of the Property receives any notice, demand, claim or other communication from any entity, governmental body or individual claiming any violation of any of the Environmental Laws or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources, such Grantor shall promptly (i) deliver a copy of such notice, demand, claim or other communication to Lender; and (ii) comply, or cause such tenant to promptly comply with all Environmental Laws and to cure such violations.

GRANTOR'S INDEMNIFICATION. Grantor covenants and agrees, at its sole cost and expense, to indemnify, protect, defend (with counsel reasonably satisfactory to Lender), hold and save Lender (and Lender's officers, directors, employees and agents) harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, court costs, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Lender and arising from or out of: (a) any Hazardous Material on, under or affecting all or any portion of the Property or any off-site property; (b) the enforcement of this Mortgage or the assertion by Grantor of any defense to its obligations hereunder, whether any of such matters arise before or after foreclosure of the Mortgage or other taking of title to all or any portion of the Property by Lender; (c) the violation of, and any costs incurred to comply with, in connection with all or any portion of the Property, or any property affected thereby, all Environmental Laws; (d) costs arising from or out of any claim, action, suit or proceeding for personal injury (including, without limitation, sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources of the environment, nuisance, pollution, contamination, leak, spill, release, escape, seepage, discharge, omission or other adverse effect on the environment; (e) the existence of any storage tanks located on the Property; (f) any proceeding, investigation, administrative order, administrative order by consent, consent order and agreement, litigation or settlement, whether

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Authorized Officer

By:

Devon Bank

LENDER:

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THIS EXHIBIT A-ENVIRONMENTAL MATTERS IS EXECUTED ON DECEMBER 18, 1997.

or not under the provisions of the Environmental Laws, with respect to Hazardous Material on, under or in, or transported from, the Property or any off-site property; (g) any of the representations and warranties under this Mortgage by Grantor having been incorrect. Lender's rights under this Mortgage shall be in addition to all rights of indemnity under the Environmental Laws and any other similar applicable law. Grantor's indemnification obligation hereunder shall survive the payment and satisfaction of the indebtedness and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise, and shall continue to be the personal obligation, liability and indemnification of Grantor binding upon Grantor forever.

(Continued)

Loan No 1512720100

EXHIBIT A-ENVIRONMENTAL MATTERS

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