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. DEPT-01 RECORDING 139.00
. T#0012 TRAN 3632 01/07/97 09:29:00
. #6839 + CG * -97-011825
. COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

H97000301

THIS AGREEMENT made as of the 3rd day of January, 1997, by and between Suburban Bank and Trust Company, (formally held in Old Kent Bank Trust #5715, as Trustee under Trust Agreement dated March 1, 1996 and known as Trust #1095 (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 0126, 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 One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00) which loan is evidenced by a promissory note being hereinafter referred to as "Note" dated as of December 9, 1986 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on January 1, 1992.

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 December 12, 1986 as document number 86595985 and re-recorded on February 4, 1987 as document number 87068212 and, Mortgage Modification Agreement recorded on January 14, 1992 as document number 92020955 and Mortgage Modification Agreement recorded February 10, 1995 as document number 95102465 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

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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 Note presently outstanding is Eighty One Thousand Two Hundred Thirty Nine and 48/100 (\$81,239.48) and is subsequently being modified to One Hundred Forty Thousand and 00/100 (\$140,000.00) which shall be paid as follows:

Principal and interest shall be paid in installments commencing February 2, 1997 and on the 2nd day of each month thereafter until January 2, 2002, 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 \$1,440.00 or the amount of unpaid interest accrued to the date of payment of the installment.

2. All references in the Mortgage to the Notes shall refer to the Notes as herein modified.
3. All references in the Notes 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, any 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 hereinafter 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

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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.
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 3rd day of January, 1997.

WIT: SUBURBAN BANK & TRUST COMPANY

The mortgage is executed by Suburban Bank of Elmhurst, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Suburban Bank of Elmhurst or on any of the branches under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage or the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser, or guarantor of said note.

PREPARED BY & RETURN TO:
OLD KENT BANK
ATTN: DIANE E. WOJTAS
COMM. LOAN ADMINISTRATION
105 S. YORK STREET
ELMHURST, IL 60126

BORROWERS:

SUBURBAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1996 AND KNOWN AS TRUST #1095, AND

By: [Signature] V.P.

[Signature] V.P.

MORTGAGEE:

OLD KENT BANK

By: [Signature]

Robert G. Girolamo

Its:

Vice President

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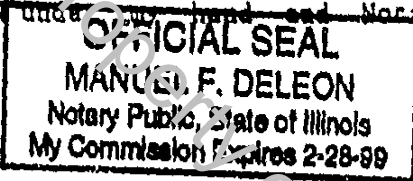
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STATE OF ILLINOIS)

COUNTY OF Cook)

I, Manuel F DeLeon, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kirk F Rascher, Vice President of Suburban Bank & Trust Co and Gigi LaSalle, Vice President of Suburban Bank & Trust Co are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, 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 Vice President as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of January, 1997.



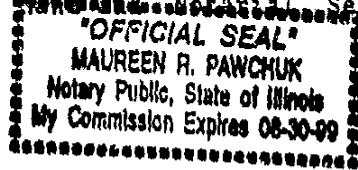
Manuel F. DeLeon
Notary Public

STATE OF ILLINOIS)

COUNTY OF DuPage)

I, Maureen R Pawchuk, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert G. Girolamo, 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 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 aforesaid, for the uses and purposes therein set forth; and the said Robert G. Girolamo 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 Trustees as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of January, 1997.



Maureen R. Pawchuk
Notary Public

STATE OF ILLINOIS)

COUNTY OF)

I, _____, a Notary Public in and for said County in the 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) (she) signed and delivered the said instrument at (his) (her) free and voluntary act for the uses and purposes therein set forth.

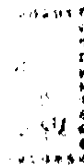
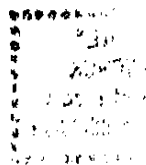
GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

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EXHIBIT "A"

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWESTERLY LINE OF SOUTHWEST HIGHWAY AND RUNNING THENCE NORTH 21 DEGREES 31 MINUTES 19 SECONDS EAST, ALONG SAID HIGHWAY, 341.33 FEET; THENCE SOUTH 68 DEGREES 03 MINUTES 41 SECONDS EAST, 549.32 FEET TO THE NORTHWESTERLY LINE OF THE WABASH RAILROAD; THENCE SOUTH 38 DEGREES 05 MINUTES 09 SECONDS WEST, 142.66 FEET, TO THE SOUTH LINE OF THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, ALONG SAID LINE, 546.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I. #23-34-400-008

Property commonly known as: 134255 South West Highway, Orland Park, IL

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