† CG *-97∙

COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 18th day of February, 1997, by and between John Beckett and Leslie Beckett, his wife as joint tenants, whose address is 4950 S. Vincennes, (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, Elmnurs, 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 Twenty Five Thousand and No/100--Dollars (\$25,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of November 4, 1996, executed by Borrowers and payable to the order of the Mortgagee, with final payment due on November 1, 1997.

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 critain real property located in Cook County, Illinois and legally described on Exhibit "A" attached neveto, which Mortgage was recorded with the Recorder of Deeds for said County on November 19, 1996, as document number 96881412 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 (\$24,742.23) Twenty Four Thousand Seven Hundred Forty Two and 23/100--Dollars on a (\$25,000.000) Twenty Five Thousand and No/100--Dollars Revolving

BOX 303-CTI

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Line of Credit, which has been increased to Fifty Thousand and No/100-(\$50,000.00), which shall be paid as follows: Principal shall be paid in full on November 1, 1997. Accrued interest shall be paid on March 1, 1997, and on the first day of each month thereafter until the principal balance shall be paid in full.

- 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 into gagor 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" r leans 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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- Except as hereinabove and modified and amended, the Note and Mortgage and all of 6. 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.
- 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 Mortgage in exercising any right nor shall operate as a varyor of such right or any other rights. A waiver and revocation shall not be constitued as a bar or waiver of any right or remedy on any future occasion. All of the Morgegee'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 Forrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have afrixed their hands and seals as of the 18th day of February, 1997.

BORROWERS

MORTGAGEE:

OLD KENT BANK

PREPARED BY & RETURN TO: OLD KENT BANK

ATTN: S. Berg

COMM. LOAN ADMINISTRATION

105 S. YORK STREET

ELMHURST, IL 60126

David E. Nick

Asst. Vice President

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EXHIBIT "A"

UNIT NUMBER 4952-1 IN 4950-52 S. VINCENNES CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 11 IN BLOCK 1 IN T.G. DICKENSON AND COMPANY'S SIUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38. NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF VINCENNES AVENUE, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TP DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 93641018, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PIN

: 20-10-21*6*-044-1002

ADDRESS

: 4950 S. VINCENNES

CHICAGO, ILLINOIS

Took County Clerk's Office 3718274

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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 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as	
	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.	
as also could, for the poor and purposes inviended in	
GIVEN under my hand and Notarial Seal this	day of, 19
Q _A	Natan Bukila
	Notary Public
State of Illinois	rana uran
) SS LEMBE	FICIAL NEAL" ER MACK PERRY
County of Notary Pad	dic. State of Blimois ion Expires 8/26/2000
I,ENDIFOL MARK GERY a Novay Public in and for said County in the State	
a Normy Public in and for said County in the State	
aforesaid, do hereby certify that DAVIS E. WICK, ASST UICE PLES, of Old Kent Bank who is personally known to me to be the same	
person whose name is subscribed to the foregoing ustrument as such DAUSID	
E. NECK appeared before me this day in person and acknowledged	
that HE signed and delivered the said instrument as Hotown 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 221day of Ferwary, 1997.	
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	Notary Public
State of Illinois)	hannanannananananangangangangangangangang
) SS. \$ 100 HERRING	FFEDAL MART BROWNS BENNY
County of Report to	600. New of Carrie
I, Senot for Mark 1 State of Carolina State of C	
aforesaid, do hereby certify that JAHES E. KASTRO, 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 HE5 free and voluntary act for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal this 21 day of following, 1997.	
and the	
Notary Public	

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