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1998-09-04 13:26:39

RECORDATION REQUESTED BY:

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

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

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

FOR RECORDER'S USE ONLY

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 19, 1998, BETWEEN Arkady Khanuk A/K/A Art Khanuk, A/K/A Art Khanuk, (referred to below as "Grantor"), whose address is 6544 N Kilbourn, Lincolnwood, IL 60646-0000; and Devon Bank (referred to below as "Lender"), whose address is 6445 N. Western Avenue, Chicago, IL 60645-5494.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 22, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded as Document #97625474 on August 26, 1997 with Cook County, Illinois, and Modification Agreement dated 98471293 on June 5, 1998

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

PARCEL-01

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 12 IN FRED W BRUMMEL AND COMPANY'S HOWARD RIDGE ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT AND SAID NORTH LINE EXTENDED WESTERLY TO A POINT ON THE EAST LINE OF LOT 1 IN BLOCK 1 IN ALSFASSER'S HOWARD WESTERN SUBDIVISION OF LOTS 2 AND 4 IN REIS' SUBDIVISION OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF LOT 9 (EXCEPT THE NORTH 24 FEET) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER AND LOT 13 IN COUNTY CLERK'S DIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30 (EXCEPT THOSE PARTS OF NORTH 33 FEET THEREOF LYING EAST OF AND WEST BARTON AVENUE HEREIN DEDICATED); THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH EAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT AND SAID SOUTH LINE EXTENDED EASTERLY TO A POINT ON THE WEST LINE OF LOT 12 IN FRED W. BRUMMEL AND COMPANY'S HOWARD RIDGE ADDITION AFORESAID THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12 TO THE SOUTH WEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12 TO THE SOUTHEAST CORNER THEREOF, AND THENCE NORTH ALONG THE EAST LINE OF 12 SAID LOT OF TO THE NORTHEAST CORNER THEREOF TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 02 LOT 2 IN BLOCK 1, IN ALSFASSER'S HOWARD WESTERN SUBDIVISION OF LOT 9

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Property of Cook County Clerk

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

GRANTOR:

X Arkady Khanuk A/K/A Art Khanuk

LENDER:

Devon Bank

Authorized Officer

Signatures of Lender and Grantor

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 require 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.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows: The maturity date is hereby extended to November 19, 1988.

The Real Property or its address is commonly known as 2255 W Howard Street, Chicago, IL 60645-0000. The Real Property tax identification number is 11-30-307-197 & 11-30-307-158.

(EXCEPT THE NORTH 24 FEET) IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF LOT 13 OM COUNTY CLERK'S DIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THOSE PARTS OF THE NORTH 33 FEET THEREOF LYING EAST AND WEST OF BARTON AVENUE HEREIN DEDICATED, IN COOK COUNTY, ILLINOIS.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook) ss

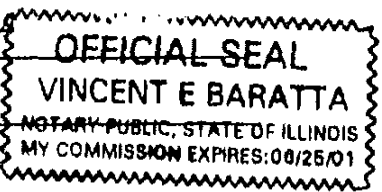
On this day before me, the undersigned Notary Public, personally appeared Arkady Khanuk A/K/A Art Khanuk, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed,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

Given under my hand and official seal this 19 day of Aug, 1998.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6-25-01



LENDER ACKNOWLEDGMENT

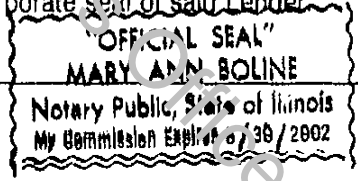
STATE OF Illinois
COUNTY OF Cook) ss

On this 19 day of Aug, 1998, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Mary Ann Boline Residing at _____

Notary Public in and for the State of Illinois

My commission expires 6-30-02



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EXHIBIT A—ENVIRONMENTAL MATTERS

Borrower: Arkady Khanuk A/K/A Art
Khanuk (SSN: 070-60-6578)
6544 N Kilbourn
Lincolnwood, IL 60646-0000

Lender: Devon Bank
Chicago
6445 N. Western Avenue
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, and Assignment of Rents, dated August 19, 1998, and executed in connection with a loan or other financial accommodations between Devon Bank and Arkady Khanuk A/K/A Art Khanuk.

HAZARDOUS MATERIAL. As used herein, Hazardous Material shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls (PCB's), petroleum products, urea formaldehyde (urea) 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. ("CECLA"), 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 5/1 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 actual or alleged environmental damage or injury to persons, property or 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 nor shall Grantor use or acquiesce in the use of the Property in such manner; (e) 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; (f) 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 found or otherwise exists 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, each 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.

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By: _____
Authorized Officer

Devon Bank

LENDER:

Arady Khanuk A/K/A Art Khanuk

BORROWER:

THIS EXHIBIT A—ENVIRONMENTAL MATTERS IS EXECUTED ON AUGUST 19, 1998.

Lender's rights under this Agreement 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.

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 Agreement or the assertion by Grantor of any defense to its obligations hereunder, whether any or 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 or the environment, nuisance, pollution, contamination, leak, spill, release, escape, seepage, discharge, emission 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 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 Agreement by Grantor having been incorrect.

(Continued)

Loan No 5592600000

EXHIBIT A—ENVIRONMENTAL MATTERS

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