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Cook County Recorder 31.00

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of March, 1998, by and between Banco Popular f/k/a Pioneer Bank and Trust Company u/t 24637 dated January 8, 1986, whose address is 300 N. State #4208, Chicago, IL 60610, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers" and OLD KENT BANK, a Michigan 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".

WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of FOUR HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00) which loan is evidenced by a promissory note being hereinafter referred to as "Note No. 1" dated as of January 6, 1992 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on December 1, 1996

AND WHEREAS, Mortgagee has subsequently loaned Al Kutrubis and Betty Kutrubis the principal sum of ONE HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED SIXTY SEVEN AND 83/100 DOLLARS (\$164,267.83) evidenced by a promissory note being hereinafter referred to as "Note No. 2" dated as of August 1, 1997 executed by Al Kutrubis and Betty Kutrubis an payable to the order of the Mortgagee, with final payment due on March 1, 1998, which effective this date by agreement of all parties is to be secured by this mortgage.

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 January 10, 1992 as document number 92019866 and Mortgage Modification Agreement recorded on May 12, 1997 as document number 97330941 and Mortgage Modification Agreement recorded May 12, 1997 as document number 97330942 and Mortgage Modification Agreement recorded January 12, 1998 as document number 98030232 and,

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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. Note No. 1: Principal indebtedness evidenced by the Note presently outstanding is THREE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED NINETY FIVE AND 22/100 DOLLARS (\$331,595.22) which shall be paid as follows:

Principal and interest shall be paid in installments commencing April 1, 1998, and on the 1st day of each month thereafter until October 1, 1998, 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 \$4,500.00 or the amount of unpaid interest accrued to the date of payment of the installment.

Note No. 2: Principal indebtedness evidenced by the Note presently outstanding is ONE HUNDRED SIXTY ONE THOUSAND ONE HUNDRED TWENTY TWO AND 09/100 DOLLARS (\$161,122.09) which shall be paid as follows:

Principal and interest shall be paid in installments commencing April 1, 1998, and on the 1st day of each month thereafter until October 1, 1998, 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 \$2,058.40 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

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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 or 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 1st day of March, 1998.

BORROWERS:

Banco Popular formerly known as Pioneer Bank and Trust Company of Chicago, as Trustee under Trust Number 24637 dated 1/8/86

By: 

Assistant Vice President
Trust Officer

MORTGAGEE:

OLD KENT BANK

By: 

Glenn A. Hametta

Its: Vice President

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

This document is made by the Banco Popular as Trustee and accepted upon the express understanding that the Banco Popular enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular because of or on account of the making or executing this document or anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied.

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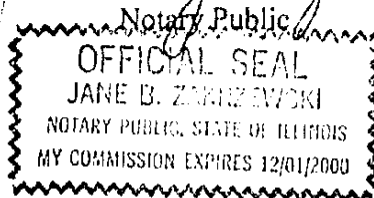
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State of Illinois)
) SS.
County of)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laura Hughes, Assistant Vice President _____, of BANCO POPULARs/are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Assistant Vice President and _____, respectively, appeared before me this day in person and acknowledges that _____ signed and delivered the said instrument as _____ 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 28th day of April, 1998.

Jane B. Zerkowski
Notary Public



State of Illinois)
) SS.
County of)

I, MARIA E. SORIA, a Notary Public in and for said County in the State aforesaid, do hereby certify that GLENN A. HAMETTA, 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 signed and delivered the said instrument as HIS 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 30th day of APRIL, 1998.

Maria E. Soria
Notary Public



State of Illinois)
) SS.
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(s) whose name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged _____ 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 _____ day of _____, 19____.

Notary Public

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EXHIBIT "A"

LOT 4 (EXCEPT THE SOUTH 58 11/12 FEET) IN BLANCHARD SUBDIVISION OF LOT 8 IN BLOCK 3 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 17-16-110-004

Commonly known as: 231-33 S. Halsted Street, Chicago, IL 60606

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