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### MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of August, 1997 by and between PIONEER BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 24637, DATED JAKUARY 6, 1986, (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, memaining 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 leaned 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 the "Note" dated as of January 6, 1992 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on DECEMBER 1, 1966.

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 heroto, which Mortgage was recorded with the Recorder of Deeds for said Cook County on January 16, 1992 as document number 92-019866 and Mortgage Modification Agreement recorded on May 12, 1997 as document number 97-330941 and Mortgage Modification Agreement recorded on May 12, 1997 as document number 97-330942 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:



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- The principal indebtedness evidenced by the Note presently outstanding is THREE HUNDRED THREY EIGHT THOUSAND NINE HUNDRED NINETY THREE AND 83/100 DOLLARS (\$338,993.83) which shall be paid as follows: Principal and interest shall be paid in installments commencing September 1, 1997 and on the first day of each month thereafter until Murch 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.
- 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. Environmenta Vorranties and Agreements. Mortgagor warrants and represents to, and agrees with, Bapk 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 scriting, no asbestos or polychlorinated biphenyls are present or contained in or on the gren ises.
- (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 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

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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 remodies 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 7. 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, secority agreement, assignment instrument, guaranty or other document on the part of the Mortgage 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 Morragee 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 August, 1997.

Ву:

#### BORROWERS:

THIS INSTRUMENT WAS PREPARED BY:

Old Kent Bank 105 S. York Street Elmhurst, IL 60126

RETURN TO: OLD KENT BANK ATTN: Linda Etwood 105 S. York Street Elmhurst, IL 60126



Banco Popular formerly known as PIONEER BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NO. 24637 DATED 01/08/86

Trust Officer

MORTGAGEE:

OLD KENT BANK

Ox COOX COUNTY Jeffrev H. Musgraves Its: Ass strat Vice President

This document is made by the Conce Popular on Trustee and accepted upon the express understanding Political Co. make the contraction, but only as and stand or enforced Howard Committee M. C. C. C. C. C. C. en and or election this Marine Same Company and captacaly waiyad, the shall the earl of appear be a compact of the second of any of the expensita of this defended cannot appropriat, or inclied.

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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, RAGNE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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

COMMON ADDRESS: 221-33-8. HALSTED STREET
CHICAGO, ILLINOIS 60606

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aforesaid, do hereby	certify that Jerra	21 11. 1%	USGENVESS N.	5515111NF
VICE TRESIDENT	of Old Kent Bank who	is personally l	known to me to be the	ie same
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