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Cook County Recorder 33.00



MORTGAGE MODIFICATION AGREEMENT

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BWA*

THIS AGREEMENT made as of the 2nd day of March, 1999, by and between First Midwest Trust Company Successor Trustee To Heritage Trust Company As Successor Trustee To Heritage Bremen Bank And Trust Company, As Trustee Under Trust Agreement Dated February 4, 1988 And Known As Trust Number 88-3231, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Borrowers" and OLD KENT BANK F/K/A FIRST NATIONAL BANK OF EVERGREEN PARK, 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 Fifty Thousand and No/100 (\$50,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of February 26, 1998 executed by Kelly's Contractors Corporation and payable to the order of the Mortgagee, with final payment due on March 2, 1999.

WHEREAS, the Note is secured by a mortgage and assignment of rents 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 and Assignment of Rents was recorded with the Recorder of Deeds for said County on March 6, 1998, as document numbers 98182124 and 98182125 respectively, 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:

BOX 333-CTI

1. The principal indebtedness evidenced by the Note is Fifty Thousand and no/100(\$50,000.00) which shall be paid as follows:

Principal shall be paid in full on May 1, 1999. Accrued interest shall be paid on April 1, 1999, and on the 1st day of each month therefore until the entire principal balance shall be paid in full.

2. All references in the Mortgage and Assignment of Rents to the Note shall refer to the Note as herein modified.
3. All references in the Note to the Mortgage and Assignment of Rents 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 and Assignment of Rents, (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 of level.

5. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant

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and agreement contained in the note and the Mortgage and Assignment of Rents 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 Assignment of Rents 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 and Assignment of Rents, 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 and Assignment of Rents, 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 and Assignment of Rents 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 and Assignment of Rents, or any guaranty thereof. The execution of this Agreement by the Mortgagee and Assignment of Rents 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 2nd day of March, 1999.

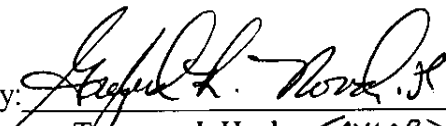
BORROWERS:

First Midwest Trust Company
Successor Trustee To Heritage Trust
Company As Successor Trustee To
Heritage Bremen Bank And Trust
Company, As Trustee Under Trust
Agreement Dated February 4, 1988
And Known As Trust Number 88-
3231

SEE TRUSTEE'S RIDER ATTACHED HERETO
AND MADE A PARTY HEREOF
Trust Officer

MORTGAGEE:

OLD KENT BANK

By: 
Terrence J. Healy *GAYLORD R. NEMAN*
Its: Vice President

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

Property of Cook County Clerk's Office

RIDER ATTACHED AND MADE A PART OF
MORTGAGE MODIFICATION AGREEMENT DATED March 2, 1999

This Mortgage is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but as Trustee or Successor Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST MIDWEST TRUST COMPANY, National Association, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said FIRST MIDWEST TRUST COMPANY, National Association, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform thereon any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the FIRST MIDWEST TRUST COMPANY, National Association, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

In witness whereof, the grantor, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 14th day of April, 1999.

FIRST MIDWEST TRUST COMPANY, N.A.
as Trustee or Successor Trustee under Trust No. 88-3231
and not personally.

By: Nancy K. Forrest
Trust Officer

Attest: Cynthia T. Sikora
Trust Officer

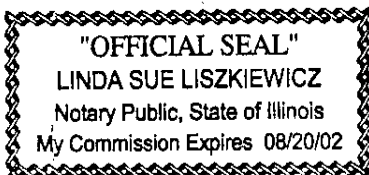
STATE OF ILLINOIS

SS:

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy K. Forrest, Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, and Cynthia T. Sikora, the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust Company, did affix the said corporate seal of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of April, A.D., 1999.



Linda Sue Liszkiewicz
NOTARY PUBLIC

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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 _____ is/are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such _____ 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 _____ day of _____, 19____.

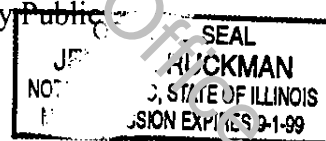
Notary Public

State of Illinois)
) SS.
County of)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gaylord Novak, 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 14 day of April, 1999.

[Signature]
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 as _____ own 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"

THE SOUTH 17 FEET OF LOT 13 (EXCEPT THE WEST 112.50 FEET THEREOF) AND THE NORTH 46.50 FEET OF LOT 14 (EXCEPT THE WEST 112.50 FEET THEREOF) IN ANDRES SUBDIVISION OF LOT 9 IN BLOCK 3 IN CHRISTIAN ANDRES SUBDIVISION OF PART OF THE SOUTH 1/2 OF LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 17366 S. 68TH COURT, TINLEY PARK
P.I.N 28-30-312-023

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