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Cook County Recorder 29.00



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Property of Cook County Clerk

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 10th day of September 1999, by and between, **American National Bank and Trust Company of Chicago Not Personally But As Trustee Under Trust #65654 Dated September 30, 1985**

whose address is 2000 S. Naperville Rd., Wheaton, IL, 60187 (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".

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WITNESSETH

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of One Million Six Hundred Thousand and no/100 (\$1,600,000.00) which is evidenced by a promissory note being hereinafter referred to as the "NOTE", dated as of March 06, 1996 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on March 10, 1999

AND WHEREAS, the Note is secured by a Mortgage on even date therewith being hereinafter referred to as the "Mortgage" executed by the Borrower creating a lien on certain real property located in _____, Illinois and legally described on Exhibit "A" attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on March 14, 1996 as document number 96-195952 and, Mortgage Modification Agreement on March 17, 1999 as document number 99260551 and,

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 for and for other good 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 \$1,312,790.86 which shall be paid as follows: Principal and interest shall be paid in installments commencing October 10, 1999 and on the 10th day of each month thereafter until December 10, 1999, 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 \$12,700.00 or the amount of unpaid interest accrued to the date of payment of the installment.

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2. All referenced in the Mortgage to the Note shall refer to the Note as herein modified.

3. All references in the Note 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 hereafter 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, (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.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 10th day of September, 1999.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE MAILED TO:
OLD KENT BANK
COMMERCIAL LOAN ADMINISTRATION
105 SOUTH YORK STREET
ELMHURST, IL 60126
ATTN: Jenifer Stivers

Nonindividual Obligor:

American National Bank And Trust
Company Of Chicago, Trust #65654

By: [Signature]
Trust Officer

Taxpayer Identification No.:

Accepted:

OLD KENT BANK

By: [Signature]
Robert G. Girlanda
Its: Vice President

Debtor Address:
2000 S. Naperville Rd.
Wheaton, IL 60187

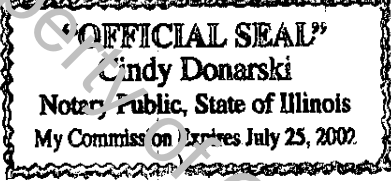
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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State of Illinois)
) SS.
County of DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that EVA HIGI ~~Trust Officer~~, of American National Bank and Trust Company of Chicago and ~~Trust Officer~~, of ~~are~~ personally known to me to be the same person whose name ^{is} ~~are~~ subscribed to the foregoing instrument as such ~~Trust Officer~~ and ~~Trust Officer~~, respectively, appeared before me this day in person and acknowledge that ^{she} ~~they~~ signed and delivered the said instrument as ~~their~~ own free and voluntary act of said ~~Trust Officer~~ as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of September, 1999.



Cindy Donarski
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 _____, 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 _____ appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ 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 _____ day of _____, _____.

Notary Public

State of Illinois)
) SS.
County of)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ 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 _____ 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 _____, _____.

Notary Public

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EXHIBIT A

PARCEL 1: LOTS 10 TO 20, BOTH INCLUSIVE IN BLOCK 4, IN WEST GROSSDALE A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #18-03-101-031 ✓
COMMON ADDRESS: 9528-40, OGDEN AVE., BROOKFIELD, ILLINOIS

PARCEL 2: LOTS 21 TO 26 BOTH INCLUSIVE IN BLOCK 4 IN WEST GROSSDALE, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #18-03-101-001 THROUGH 006
COMMON ADDRESS: 4015 EBERLY AVE., BROOKFIELD, ILLINOIS

PARCEL 3: LOTS 1 TO 10, BOTH INCLUSIVE IN BLOCK 1, IN IRA BROWN'S ADDITION TO LAGRANGE IN SECTION 14 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WITH THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS, ALL IN COOK COUNTY, ILLINOIS. P.I.N. #18-04-215-012 AND 013
COMMON ADDRESS: 9600 W. OGDEN AVENUE, BROOKFIELD, ILLINOIS

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BOX 333-CTF