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Cook County Recorder 31.00



C.T.I.C.

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MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 25nd day of January, 1999, by and between CORUS BANK f/k/a COMMERCIAL NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 22, 1986 AND KNOWN AS TRUST #865, (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 filed a mortgage in principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) which indebtedness has since been evidenced by a promissory note being hereinafter referred to as the "Note" dated as of March 24, 1998 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on February 1, 2003, which note has decreased the original principal sum referenced on the mortgage indicated below to a current principal indebtedness of \$425,000.00.

WHEREAS, the current Note is secured by a mortgage dated January 21, 1998 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 is now being amended from the original Mortgage to include Parcel II, which Mortgage was recorded with the Recorder of Deeds for said County on January 23, 1998, as document number 98061810 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

BOX 333-CTI

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acknowledged, the Borrowers and the Mortgagee do hereby agree as follows: The current outstanding on the Note is Four Hundred Three Thousand One Hundred Ninety Two and 228/100 Dollars (\$403,192.22) which amount is heretofore being increased to Seven Hundred Sixty Two Thousand and No/100--Dollars (\$762,000.00), which shall be paid as follows:

1. Principal and interest shall be paid in installments commencing March 1, 1999 and on the first day of each month thereafter until February 1, 2004, 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 \$6,373.67 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 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

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"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, warranty, 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.

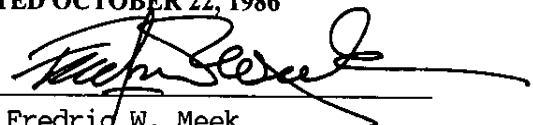
IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 25th day of January, 1999.

SEE EXCULPATORY LANGUAGE
ON REVERSE SIDE OR ATTACHED
HERETO AND MADE A PART HEREOF

BORROWERS:

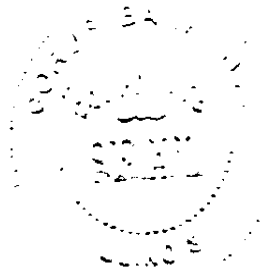
CORUS BANK f/k/a COMMERCIAL
NATIONAL BANK OF CHICAGO AS
TRUSTEE UNDER TRUST NUMBER 865
DATED OCTOBER 22, 1986

By


Fredric W. Meek
Trust Officer

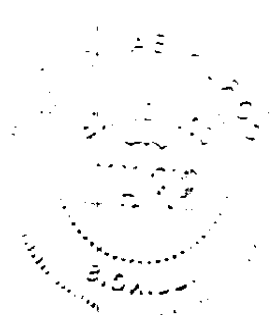
TRUSTEE DOES NOT WARRANT AND INDEMNIFY

MORTGAGEE:



This document is executed by CORUS BANK, fka Commercial National Bank of Chicago not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon CORUS BANK personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of CORUS BANK is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of CORUS BANK. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by CORUS BANK as Trustee.

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

OLD KENT BANK

By:



William T. Barker

Its:

Corporate Banking Officer

Property of Cook County Clerk's Office

EXHIBIT "A"

PARCEL I:

LOTS 2, 3, 4 AND 5 IN BLOCK 31 IN THE FIRST ADDITION TO RAVENSWOOD MANOR, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MANOR AND FAIRFIELD AVENUES AND THE SANITARY DISTRICT RIGHT OF WAY REFERENCE ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 4407697, IN COOK COUNTY, ILLINOIS.

P. I. N. 13-13-105-005, 13-13-105-006, 13-13-105-007, AND 13-13-105-008

COMMON ADDRESS: 2919 W. LAWRENCE AVENUE, CHICAGO, IL 60625

PARCEL II:

SUB LOT 62 IN SUBDIVISION OF LOTS 1, 20, 21 AND 40 IN BLOCK 31 IN THE FIRST ADDITION TO RAVENSWOOD MANOR IN THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MANOR AND FAIRFIELD AVENUES AND THE SANITARY DISTRICT RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1910 IN BOOK 107 OF PLATS PAGE 20 AS DOCUMENT 4550631, IN COOK COUNTY, ILLINOIS.

P. I. N. 13-13-105-009

COMMON ADDRESS: 2901 W. LAWRENCE AVENUE, CHICAGO, IL 60625

PARCEL III:

LOTS 9 AND 10 IN BLOCK 31 IN THE FIRST ADDITION TO RAVENSWOOD MANOR, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MANOR AND FAIRFIELD AVENUE AND THE SANITARY DISTRICT RIGHT OF WAY REFERENCE BEING TO THE PLAT THEREOF RECORDED JULY 17, 1909 AS DOCUMENT 4407697 IN COOK COUNTY, ILLINOIS.

P. I. N. 13-13-105-001

COMMON ADDRESS: 4763-65 NORTH MANOR AVENUE, CHICAGO, IL

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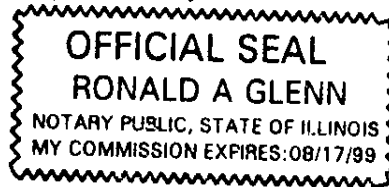
State of Illinois)
)SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fredric W. Meek, Trust Officer of Corus Bank is/are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Trust Officer and _____, respectively, appeared before me this day in person and acknowledges that _____ signed and delivered the said instrument as his own free and voluntary act of said Corus Bank as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of Jan., 19 99

Ronald A Glenn
Notary Public

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 William T. Parker, Corporate Banking Officer 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 he 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 29th day of January, 1999
29th day of January, 1999

Donna J. Kamin
Notary Public

Ronald A Glenn
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