

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 069267

2000 SEP 22 AM 9:01

MORRIS W. CARTER  
RECORDER

**MORTGAGE MODIFICATION AGREEMENT**

**THIS AGREEMENT** made as of the 1st day of April, 2000, by and between Vince Bilotto a/k/a Vincent A. Bilotto, whose address is 8756 South 83rd Court, Hickory Hills, IL 60457, (whether one or more, and if more than one, jointly and severally) being hereinafter referred to as the "Mortgagor" and Vincent Bilotto, Susan Bilotto and George Stiscak (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 Three Hundred Thirty-Four Thousand Two Hundred and 00/100 Dollars (\$334,200.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note" dated as of May 20, 1999 executed by Borrowers and payable to the order of the Mortgagee, with final payment due on July 20, 1999.

**WHEREAS**, the Note is secured by a Commercial Mortgage dated February 1, 2000 therewith being hereinafter referred to as the "Mortgage" executed by the Borrower creating a lien on certain real property located in Lake County, Indiana and legally described on Exhibit "A" attached hereto, which Mortgage was recorded with the Recorder of Deeds for said County on July 11, 2000, as document number 2000049029 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:

1. The principal indebtedness evidenced by the Note presently outstanding is Three Hundred & Thirty-One Thousand Seven Hundred and 00/100 (\$331,700.00) which shall be paid as follows:

*Return: Old Kent Bank  
105 S. York St. Elmhurst, IL 60126*

*18.00  
Ac*

*92800 1188*

TICOR TITLE INSURANCE  
Crown Point, Indiana

Principal shall be paid in full on July 1, 2000. Accrued interest shall be paid on May 1, 2000 and on the first day of each month thereafter until the entire principal balance shall be paid in full.

2. All references 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 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 "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 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 11 day of September, 2000.

MORTGAGOR:

X Vince A. Bilotto  
Vince Bilotto a/k/a  
Vincent A. Bilotto



MORTGAGEE:

OLD KENT BANK

PREPARED BY & RETURN TO:

OLD KENT BANK  
ATTN: COMM. LOAN ADMINISTRATION  
105 S. YORK STREET  
ELMHURST, IL 60126  
Attn: Mickey Manos

By: Charles Walz Stephen Randle  
Its: Corporate Banking Officer  
Senior Vice President



**EXHIBIT "A"**

**PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 32.460.04 FEET SOUTH OF THE INTERSECTION OF SAID NORTH AND SOUTH CENTERLINE AND THE SOUTH RIGHT OF WAY LINE OF THE E. J. & E. RAILROAD; THENCE SOUTH ON SAID NORTH AND SOUTH CENTERLINE, A DISTANCE OF 325.00 FEET; THENCE WEST AT RIGHT ANGLES TO SAID NORTH AND SOUTH CENTERLINE, A DISTANCE OF 604.01 FEET; THENCE NORTH ON A LINE WHICH MAKES AN ANGLE OF 89 DEGREES 39 MINUTES 31 SECONDS WITH THE LAST DESCRIBED LINE A DISTANCE OF 325.00 FEET; THENCE EAST ON A LINE PERPENDICULAR TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 32 A DISTANCE OF 602.7 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 32.490.04 FEET SOUTH OF THE INTERSECTION OF SAID NORTH AND SOUTH CENTERLINE AND THE SOUTH RIGHT OF WAY LINE OF THE E. J. & E. RAILROAD; THENCE SOUTH ON SAID NORTH AND SOUTH CENTERLINE A DISTANCE OF 325.00 FEET; THENCE WEST AT RIGHT ANGLES TO SAID NORTH AND SOUTH CENTERLINE, A DISTANCE OF 245 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION; THENCE CONTINUING WEST A DISTANCE OF 358.01 FEET; THENCE NORTH ON A LINE WHICH MAKES AN ANGLE OF 89 DEGREES 39 MINUTES 31 SECONDS WITH THE LAST DESCRIBED LINE A DISTANCE OF 60 FEET; THENCE EAST ON A LINE PERPENDICULAR TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 32, A DISTANCE OF 318.5 FEET; THENCE SOUTHEAST ON A LINE WHICH MAKES AN ANGLE OF 125 DEGREES WITH THE LAST DESCRIBED LINE A DISTANCE OF 73.25 FEET, TO THE POINT OF BEGINNING OF SAID EXCEPTION.**

**KEY NUMBER: 31-38-21**

**PROPERTY ADDRESS: 5300 INDIANAPOLIS BLVD, EAST CHICAGO, IN**



