

# UNOFFICIAL COPY

T.O #15166 *Ball*

THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

BOX 251

R. Kymn Harp  
Regas, Frezados & Harp  
111 W. Washington St.  
Suite 1525  
Chicago, IL 60602  
(312) 236-4400

00445244

4064/0196 20 001 Page 1 of 4  
2000-06-16 15:51:25  
Cook County Recorder 27.00



00445244

FOR RECORDER'S USE ONLY

**AMENDMENT  
TO  
MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

Reference is made to a Mortgage, Security Agreement and Fixture Filing (hereinafter referred to as the "Mortgage") made the 1<sup>st</sup> day of June, 2000 by AKSRS Moffat, Inc., an Illinois corporation (therein referred to as "Mortgagor"), to Mutual Bank, a Banking Association having its principal office at 16540 S. Halsted Street, Harvey, Illinois 60426 (therein referred to as "Mortgagee") to secure an indebtedness in the original principal amount of \$187,500.00 (the "Original Principal Amount"), which Mortgage was recorded in the office of the Recorder of Cook County, Illinois on June 9, 2000, 2000 as Document #423691, encumbering, *inter alia*, the real estate described in Exhibit A attached hereto and by this reference made a part hereof. The capitalized terms used herein shall have the meaning ascribed in the Mortgage unless the context in this instrument clearly requires otherwise and/or if the meaning of such capitalized term is expressly amended by this instrument.

**BACKGROUND**

As provided in the Mortgage, on June 1, 2000, the Mortgagee advanced to Mortgagor the original principal amount of \$187,500.00 secured, *inter alia*, by the Mortgage. The Mortgagor now desires to obtain additional funds to purchase and install upon and within the Mortgaged Property certain equipment and improvements. Mortgagor has agreed to lend the Mortgagee an additional sum up to \$161,000.00 (the "Additional Principal Amount") for this purpose provided, *inter alia*, the Mortgage is amended to provide that the Mortgage and the Mortgaged Property described therein additionally secures the Additional Principal Amount.

NOW, THEREFORE, in consideration of the Mortgagee's commitment and obligation to make additional advances to the Mortgagor up to the amount of the Additional Principal Amount (\$161,000.00), the Mortgagor and Mortgagee have agreed to amend the Mortgage to provide that **the Mortgage and all Mortgaged Property described therein shall secure an aggregate principal amount of \$348,500.00 (the "Aggregate Principal Amount").**

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All other terms, covenants and provisions of the Mortgage remain in effect and are incorporated herein by this reference with the intent that the Mortgage, as amended hereby, shall secure an Aggregate Principal Amount of \$348,500.00 as evidenced by the Note [in the Original Principal Amount] referred to in the Mortgage and as evidenced by an additional promissory note (the "Equipment Note") [in the Additional Principal Amount], of even date herewith, which Mortgagor has executed and delivered to Mortgagee concurrently with this instrument, payable to the Mortgagee. The term "Indebtedness" as utilized in the Mortgage shall hereafter mean, in addition to its definition as provided in the Mortgage, the Additional Principal Amount, interest thereon and all other amounts due or to become due under or in connection with the Equipment Note, or any extensions, renewals or replacements of the Equipment Note (with the definition of "Loan Documents" as utilized in the Mortgage being amended to likewise include, additionally, the Equipment Note) and any and all reasonable expenses paid or incurred by Mortgagee under or in connection with the perfection or enforcement of the Loan Documents and the performance of all of the obligations and liabilities of the Mortgagor under or in connection with the Loan Documents.


Except as expressly modified hereby, all of the terms, covenants and provisions of the Mortgage are incorporated herein by this reference and shall be deemed to apply to the Aggregate Principal Amount and shall secure, additionally, the Equipment Note and all advances thereunder and all amounts evidenced thereby.

Nothing in this instrument shall impair, diminish or otherwise adversely affect the lien priority of the Mortgage, or any other rights or remedies arising under the Mortgage with respect to the Original Principal Amount, or other Indebtedness described therein; all such rights, remedies and lien priority with respect to the Original Principal Amount, and other Indebtedness described in the Mortgage, are hereby reserved in their entirety.

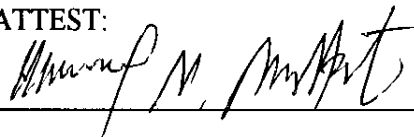
IN WITNESS WHEREOF, Mortgagor has executed this Amendment to Mortgage, Security Agreement and Fixture Filing as its free, voluntary and duly authorized act as of this 12<sup>th</sup> day of June, 2000.

MORTGAGOR:

AKSRS MOFFAT, INC., an Illinois corporation

BY:   
Ishaq M. Moffat, President

ATTEST:

  
Secretary

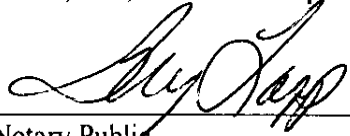
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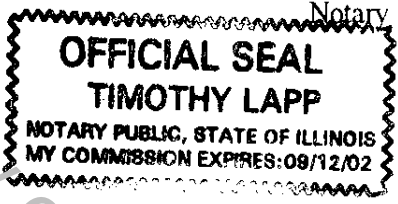
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## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000 by Ishaq M. Moffat, President, and Ishaq M. Moffat, Secretary, of AKSRS Moffat, Inc., an Illinois corporation, in behalf of AKSRS Moffat, Inc.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

Lot 9 (except the south 10 feet) and all of Lots 10, 11, 12, 13 and 14 in Block 17 in Percy Wilson's East Center, being a Subdivision of that part of Lot 1 lying west of a line running south parallel to the west line of Section 16 from the northeast corner of Lot 1, also Lots 4 and 5 all in the Subdivision of the west ½ of Lot 11 in School Trustee's Subdivision of Section 16, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 15857 South Halsted Street, Harvey, Illinois

PIN: 29-16-314-030-0000

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