

After recording Return to
Oxford BANK + Trust
1100 W. LAKE ST
Addison, IL 60101



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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made as of this 23rd day of December, 1999, by OXFORD BANK & TRUST, an Illinois banking corporation, not individually, but as Trustee under Trust Agreement dated July 24, 1997, and known as Trust No. 581, and OXFORD BANK & TRUST, not individually, but as Trustee under Trust Agreement dated October 20, 1999, and known as Trust No. 750 (the Trustee of Trust No. 581 and the Trustee of Trust No. 750 being hereinafter jointly referred to as "Mortgagor"), the address of which is 1100 West Lake Street, Addison, Illinois 60101, and OXFORD BANK & TRUST (herein together with its successors and assigns, including each and every from time to time the holder of the Note being hereinafter referred to as "Mortgagee"), the address of which is 1100 West Lake Street, Addison, Illinois, Attention: Michael Pawlak.

WITNESSETH:

WHEREAS, on behalf of Weinman Ford, Inc. (the "corporation") Lee E. Weinman borrowed from Mortgagee a secured revolving line of credit in the principal sum of Seven Hundred Thousand and No/100ths Dollars (\$700,000.00) evidenced by a Revolving Credit Note dated January 12, 1998 (the "Note") and directed the Trustee under Trust No. 581 to execute and deliver to Mortgagee as security therefor, a Mortgage and Security Agreement and an Assignment of Rents and of Lessor's Interest in Leases;

WHEREAS, Mortgagee is now the owner and holder of the Note from the corporation, as maker, payable to the order of Mortgagee, and Mortgagee is the owner of, among other security instruments, the following instruments encumbering the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), which Premises is subject to Trust No. 581 and secures repayment of the Note, namely:

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BOX 333-CTI

1. Mortgage and Security Agreement dated as of January 12, 1998 (the "Mortgage") from the Trustee of Trust No. 581 and filed December 30, 1998, in the Cook County Recorder's Office as Document No. 08185557; and
2. Assignment of Rents and of Lessor's Interest in Leases dated as of January 12, 1998 (the "Assignment of Rents") from the Trustee of Trust No. 581 and the Trust's beneficiary, Bert Weinman Ford, Inc., jointly and severally, and filed December 12, 1998, in the Cook County Recorder's Office as Document No. 08185558.

WHEREAS, the Trustee of Trust No. 581 has been directed by the corporation to transfer and convey a portion of the Premises held by Trust No. 581, namely Lots 3, 4, 5 and 6, identified as being PIN 14-19-216-022-0000 and PIN 14-19-216-023-0000 (collectively the "Lots") to Oxford Bank & Trust, as Trustee under Trust Agreement dated October 20, 1999, and known as Trust No. 750;

WHEREAS, the corporation directed the Trustee of Trust No. 581 to request that the Mortgagee consent to the transfer and conveyance of the Lots comprising a portion of the Premises contained in Trust No. 581 to the Trustee of Trust No. 750, which Lots are encumbered by the Mortgage and subject to the Assignment of Rents as security for repayment of the Note;

WHEREAS, Mortgagee has consented to such transfer and conveyance of the Lots from the Trustee of Trust No. 581 to the Trustee of Trust No. 750, provided that the corporation shall direct the Trustee of Trust No. 581 to modify the terms of the Mortgage and the Assignment of Rents and that the Trustee of Trust No. 750 shall join in the execution of the Mortgage and the Assignment of Rents as a joint and several mortgagor with the Trustee of Trust No. 581;

WHEREAS, the Lots have heretofore been transferred and conveyed by the Trustee of Trust No. 581 unto the Trustee of Trust No. 750;

NOW, THEREFORE, for and in consideration of the consent of Mortgagee to the transfer and conveyance of the Lots from the Trustee of Trust No. 581 to the Trustee of Trust No. 750 and in further consideration of the sum of Ten and No/100ths Dollars (\$10.00) and

other good and valuable consideration to be paid by Mortgagee at or before the execution and delivery of this Mortgage Modification Agreement, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby covenant and agree to and with Mortgagee as follows:

1. Kathleen Weinman, the sole beneficiary of Trust No. 750, has hypothecated and pledged all of her right, title and interest in the Lots and any and all rents and other income and profits derived therefrom to Mortgagee as collateral under the Mortgage and Assignment of Rents to secure repayment of the indebtedness evidenced by the Note by means of the Hypothecation Agreement dated December 23¹⁹⁹⁹~~2000~~, attached hereto as Exhibit "B" and made a part hereof.

2. In order to provide and maintain adequate security for the repayment of the indebtedness evidenced by the Note secured by the Mortgage, Trustee of Trust No. 750 does hereby, pursuant to direction received, grant, mortgage, convey, transfer, assign, release and set-over unto Mortgagee, its successors and assigns, all right, title and interest which Trustee of Trust No. 750 has or may have in and to the Lots for the purposes of and upon all the terms, provisions and conditions provided in the Mortgage, and the Lots are hereby subjected to all the terms, provisions and conditions of the Mortgage just as fully as the Lots had been when originally described in the Mortgage as part of the Premises described therein, and the Mortgage is hereby so supplemented.

3. The term "Mortgage" as used in the Mortgage and herein shall be deemed to include the Mortgage and this Mortgage Modification Agreement.

4. Nothing herein contained invalidates or shall invalidate any security held by Mortgagee or the indebtedness evidenced by the Note, nor impairs or releases any covenant, condition, agreement or stipulation in the Note or the Mortgage, as modified hereby.

Mortgagor hereby certifies that it is now the holder of legal title to the entire Premises upon which the Mortgage is a valid first lien and that there are no claims, offsets or defenses of any nature whatsoever to the Mortgage, as modified hereby, or to the indebtedness secured thereby.

5. This is not a new obligation to pay money, and the original Note and Mortgage, as modified and amended hereby, and all other terms, covenants, conditions, agreements and

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stipulations contained therein or pertaining thereto, shall remain in full force and effect, except as modified and amended herein.

6. Mortgagor further covenants and agrees to perform, comply with and abide by each and every covenant, agreement, condition and stipulation of the Note and Mortgage, as modified and amended hereby.

7. This Mortgage Modification Agreement is made and delivered in Addison, Illinois, and shall be construed in accordance with the laws of the State of Illinois.

8. This Mortgage Modification Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this instrument the day and year first above written.

MORTGAGOR:

OXFORD BANK & TRUST, an Illinois banking corporation, not individually, but as Trustee, under Trust Agreement dated July 24, 1997, and known as Trust No. 581

By: Greg S. Nouch

Title: AVP + TO

Attest: Michael A Paulah

Title: SVP

OXFORD BANK & TRUST, an Illinois banking corporation, not individually, but as Trustee, under Trust Agreement dated October 20, 1999, and known as Trust No. 750

By: Greg S. Nouch

Title: AVP + TO

Attest: Michael A Paulah

Title: SVP

MORTGAGEE:

OXFORD BANK & TRUST, an Illinois banking corporation

By: Michael A Paulah

Title: SVP

Attest: Jean Cox

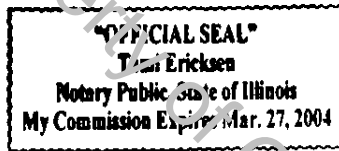
Title: AVP

STATE OF ILLINOIS

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that Michael Pawlak, as SUP and
Jean Cooper, as AVP of Oxford Bank & Trust, an Illinois banking
corporation, personally known to me to be the same persons whose names are signed to the
foregoing instrument, acknowledged to me that they signed the instrument as their free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of June, 2000.



Tami Erickson
Notary Public

Properly Filed
Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that Irene Nowicki, as Trust Officer and
Michael Pawlak, as SUP of Oxford Bank & Trust, an Illinois banking
corporation, personally known to me to be the same persons whose names are signed to the
foregoing instrument, acknowledged to me that they signed the instrument as their free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of December, ¹⁹⁹⁹~~2000~~.



Lurann K. Kles
Notary Public

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that Irene Nowicki, as Trust Officer and
Michael Pawlak, as SVP of Oxford Bank & Trust, an Illinois banking
corporation, personally known to me to be the same persons whose names are signed to the
foregoing instrument, acknowledged to me that they signed the instrument as their free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of December, ¹⁹⁹⁹~~2000~~.



[Signature]
Notary Public

This Instrument Prepared by:
McVickers & Associates, Ltd.
2800 West Higgins Road
Suite 205
Hoffman Estates, IL 60195

After Recording Return To:
Michael Pawlak
Oxford Bank & Trust
1100 West Lake Street
Addison, IL 60101

EXHIBIT A

LOTS 3, 4 AND 5 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE SOUTHEAST ¼ THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3844-50 North Ashland Avenue, Chicago, IL 60657

PIN: 14-19-216-022-0000;

AND

LOT 6 (EXCEPT THAT PART THEREOF TAKEN BY THE CITY FOR WIDENING ASHLAND AVENUE) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 OF THE SUBDIVISION OF OGDEN AND OTHERS IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE SOUTHEAST ¼ THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3844-50 North Ashland Avenue, Chicago, IL 60657

PIN: 14-19-216-023-0000

HYPOTHECATION AGREEMENT

TO: Oxford Bank & Trust ("Mortgagee"), the address of which is 1100 West Lake Street, Addison, IL 60101; Attention: Michael Pawlak

FOR VALUE RECEIVED and for the purpose of enabling BERT WEINMAN FORD, INC., an Illinois corporation ("Borrower"), the sole beneficiary of OXFORD BANK & TRUST, not individually, but as Trustee, under Trust Agreement dated July 24, 1997, and known as Trust No. 581 ("Mortgagor"), to maintain and retain credit and other financial accommodation from Mortgagee, the undersigned hereby hypothecates and pledges to you as additional collateral for the indebtedness of Borrower evidenced by Revolving Credit Note dated January 12, 1998, in the original principal amount of Seven Hundred Thousand and No/100ths Dollars (\$700,000.00) payable to Mortgagee (the "Note"), the real property set forth and described in Exhibit "A" attached hereto and made a part hereof and any and all rents, income or profits derived therefrom (the "Lots").

The undersigned hereby acknowledges and represents that the Lots are presently and have been, prior to the date hereof, mortgaged and conveyed to Mortgagee by Borrower as collateral for repayment of the Note and secured by that certain Mortgage and Security Agreement recorded December 30, 1998, as Document No. 08135557 of Cook County, Illinois records (the "Mortgage") and that certain Assignment of Rents and Lessor's Interest in Leases recorded December 30, 1998, as Document No. 08185558 of Cook County, Illinois records (the "Assignment of Rents"). The Lots are now property of the undersigned, who has consented to their continued use as collateral security for the indebtedness under the Note, as aforesaid, and all renewals or extensions thereof; and I waive notice of all or any such extensions or renewals thereof.

The undersigned agrees that the collateral hereunder comprised of the Lots shall be subject to disposition in accordance with the terms and conditions of the Mortgage and Assignment of Rents and of all other instruments evidencing and securing payment of the indebtedness under the Note and shall also be subject to disposition in accordance with the

direction of the Borrower, such direction being limited to the sale of the Lots as collateral and application of the proceeds thereof to any indebtedness under the Note and delivery of the Lots as collateral to the undersigned upon the payment and full satisfaction of any such indebtedness.

The undersigned waives notice of the creation, existence, extension and renewal of indebtedness evidenced by and subject to the Note.

WHEREFORE, I, the undersigned and sole owner of beneficial title to the Lots, do set and affix my hand this 23rd day of December 1999 ~~2000~~.

KATHLEEN WEINMAN, the sole beneficiary
under Trust Agreement dated October 20, 1999,
and known as Trust No. 750

By: 

Title: _____

EXHIBIT A

LOTS 3, 4 AND 5 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3844-50 North Ashland Avenue, Chicago, IL 60657

PIN: 14-19-216-022-0000;

AND

LOT 6 (EXCEPT THAT PART THEREOF TAKEN BY THE CITY FOR WIDENING ASHLAND AVENUE) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 OF THE SUBDIVISION OF OGDEN AND OTHERS IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ THEREOF) IN COOK COUNTY, ILLINOIS.

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PIN: 14-19-216-023-0000