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2000-09-07 15:18:52  
Cook County Recorder 27.00

T.O. #15166 *(Handwritten initials)*

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

FOR RECORDER'S USE ONLY

**SECOND 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 as Document 423697, 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.

Reference is also made to an Amendment to Mortgage, Security Agreement and Fixture Filing (the "First Amendment to Mortgage") which amended the aforementioned Mortgage and which was recorded on June 16, 2000 as Document 445244, thereby, *inter alia*, amending 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").

**This Second Amendment to Mortgage increases the lien of the Mortgage to \$383,500.00.**

**BACKGROUND**

As provided in the Mortgage and the First Amendment to Mortgage, Mortgagee has advanced to Mortgagor (or is obligated to advance to Mortgagor) an aggregate principal sum of \$348,500.00, referred to in the Mortgage, as amended by the First Amendment to Mortgage, as the "Aggregate Principal Amount". Mortgagor has requested Mortgagee to advance additional funds, and Mortgagee has agreed to advance the additional sum of \$35,000.00 (the "Second Additional Principal Amount") to further improve the Mortgaged Property and/or for use in connection with the Mortgaged Property.

In connection therewith, and as a condition to Mortgagee advancing the Second Additional Principal Amount to Mortgagor, the Mortgage (as amended by the First Amendment to Mortgage), is hereby further amended to provide that the Mortgage (as amended) and the Mortgaged Property described therein shall additionally secure the Second 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 Second Additional Principal Amount (\$35,000.00), the Mortgagor and Mortgagee have agreed to amend the Mortgage to provide that **the Mortgage and all Mortgaged Property described therein shall secure a revised aggregate principal amount of \$383,500.00 (the "Revised Aggregate Principal Amount")**.

All other terms, covenants and provisions of the Mortgage as amended by the First Amendment to Mortgage remain in effect and are incorporated herein by this reference with the intent that the Mortgage, as further amended hereby, shall secure a Revised Aggregate Principal Amount of \$383,500.00 as evidenced by: (i) the Note [in the Original Principal Amount (\$187,500.00)] referred to in the Mortgage; (ii) an additional promissory note (the "Equipment Note") [in the Additional Principal Amount (\$161,000.00)]; and (iii) another promissory note (the "Supplemental Note"), of even date herewith [in the Second Additional Principal Amount (\$35,000.00)], which Mortgagor has executed and delivered to Mortgagee concurrently with this instrument, payable to the Mortgagee.

The term "Indebtedness" as utilized in the Mortgage, as amended, shall hereafter mean, in addition to its definition as provided in the Mortgage, and in the First Amendment to Mortgage, the Second Additional Principal Amount, interest thereon and all other amounts due or to become due under or in connection with the Supplemental Note, the Equipment Note and the Note, or any extensions, renewals or replacements of any of them [with the definition of "Loan Documents" as utilized in the Mortgage being amended to likewise include, additionally, the Equipment Note (pursuant to the First Amendment to Mortgage) and the Supplemental 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, as amended by the First Amendment to Mortgage, are incorporated herein by this reference and shall be deemed to apply to the Revised Aggregate Principal Amount and shall secure, additionally, the Supplemental Note and all advances thereunder and all amounts evidenced thereby.

Nothing in this instrument shall impair, diminish or otherwise adversely affect: (i) the lien priority of the Mortgage, or any other rights or remedies arising under the Mortgage with respect to the Original Principal Amount; nor (ii) the lien priority of the Mortgage, as amended by the First Amendment to Mortgage, or any other rights or remedies arising thereunder with respect to the Aggregate Principal Amount; or any other Indebtedness described in the Mortgage and/or First Amendment to Mortgage. All such rights, remedies and lien priority with respect to the Original



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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

Property of Cook County Clerk's Office