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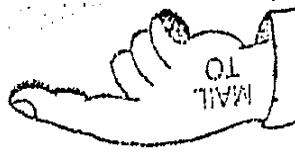
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This document was prepared by and should be returned to:
Diane B. MacDonald
Attorney at Law
c/o Beverly Bank - Matteson
4350 Lincoln Highway
Matteson, Illinois 60443

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COOK COUNTY RECORDER



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MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement"), made as of this 20th day of August, 1991, by and between Beverly Bank - Matteson, an Illinois banking association (the "Bank") and Beverly Trust Company, as Trustee ("Trustee") under Trust Agreement dated April 3, 1990 and known as Trust #74-2010 (the "Trust"), Michael Abrams ("Abrams"), Ronald Drell ("Drell"), and G.V.S. Builders, Inc., an Illinois corporation ("GVS") (Trustee, Abrams, Drell and GVS are collectively called the "Mortgagor");

W I T N E S S E T H:

Whereas, Mortgagor has heretofore executed and delivered to the Bank that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of May 23, 1990, recorded on June 18, 1990, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 90286554 (said mortgage is hereinafter called the "Mortgage"), encumbering the real estate (the "Real Estate") legally described in Exhibit A hereto.

Whereas, the Mortgagor has requested a revolving line of credit in the Amount of \$250,000.00 (the "Revolving Loan"), which amount is in addition to existing indebtedness (the "Improvements Loan") secured by the Mortgage; and

Whereas, pursuant to that certain Supplement and Amendment to Loan Agreement and Loan Documents ("Amendment"), of even date herewith by and between Bank and Mortgagor, Mortgagor has agreed to modify the Mortgage to secure the Revolving Loan, said Loan being evidenced by that certain Revolving Note (the "Revolving Note") of even date herewith, executed and delivered by Mortgagor in the original principal amount of \$250,000.00, (said Revolving Note together with the notes and other instruments evidencing the Improvements Loan being herein called the "Notes");

NOW, THEREFORE, in consideration of the foregoing and of the agreements contained herein, the parties hereto agree that the

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Mortgage shall be amended as follows:

1. The foregoing recitals are hereby incorporated in and made part of the Mortgage. The terms and conditions of the Amendment are hereby incorporated in and made part of the Mortgage and shall amend and supplement the Mortgage as it relates to the transaction described in the Amendment. All terms defined in the Amendment shall have the same meaning in the Mortgage and this Agreement as set forth in the Amendment.

It is the intent of the parties that all obligations of the Mortgagors, whether as borrower or guarantor or both, and including the Revolving Loan, shall be cross-collateralized and cross-defaulted. The Mortgage shall secure the repayment of all indebtedness of the Mortgagors, including, without limitation, the Notes, as well as the performance of all agreements described in the Amendment and other Loan Documents, and the occurrence of any event of default or default described in the Amendment or any other Loan Document shall cause all indebtedness of the Mortgagor and all obligations of the parties who are guarantors to become immediately due and payable.

2. (a) The description of the indebtedness secured by the Mortgage is hereby modified to include the Revolving Loan. It is also the intent of the parties that any and all advances under the Letter of Credit shall be secured by the lien of the Mortgage. All references in the Mortgage to "indebtedness," "indebtedness hereby secured," "Note(s)," or similar terms shall be deemed to include all instruments evidencing indebtedness under the Revolving Loan and Improvements Loan, including, but not be limited to, Note #1, Note #2, Note #3 and the Letter of Credit, all as the foregoing may be modified or amended from time to time.

(b) The Notes are and shall continue to be secured under the terms and provisions of the Mortgage and under any other instrument of security or guaranty whether now or hereafter executed and delivered to the Bank to secure the payment of the indebtedness evidenced by the Notes. The Bank may, in its sole discretion, renew the indebtedness evidenced by the Notes, or any one or more Notes, and require Mortgagor to deliver notes in substitution and renewal thereof. Each subsequent note so executed and delivered (which notes shall be included in the term "Notes" as used in this Agreement) shall continue to be secured by the lien of the Mortgage until the indebtedness evidenced thereby is paid in full and the Mortgage released by the Bank.

3. The following language is hereby added to the Mortgage:

(a) Under the description of the indebtedness secured by the Mortgage, add the following:

"This Mortgage is given to also secure a revolving line of credit evidenced by that certain Revolving Note dated August 20, 1991, made by Mortgagor payable to Mortgagee and secures not only the existing indebtedness thereunder, but also such future advances, whether obligatory or at the option of the holder of said Note or otherwise, as are made within twenty (20) years from the date thereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record. The total amount of indebtedness that is secured by this Mortgage may increase or decrease from time to time, including increases in the face amount of the Notes and the principal amount available under the Revolving Loan, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of the sum of the Notes plus interest thereon, plus any disbursements made for the payment of taxes, special assessments or insurance on the real estate encumbered by the Mortgage, with interest on such disbursements at the default rate of interest as set forth in the Revolving Note. Increases in the Revolving Loan and/or the face amounts of the Notes may be made by addendum to the Mortgage."

(b) The following provisions are hereby added to and made part of the Mortgage:

"1.17 Environmental Compliance, Disclosure and Indemnity. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, or other applicable state or federal laws, rules, or regulations (all as may be from time to time amended). Mortgagor represents and warrants to Mortgagee that (i) during the period of Mortgagor's ownership of the Mortgaged Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under or about the Mortgaged Property; (ii) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any prior owners or occupants of the Mortgaged Property, or any actual or threatened litigation or claims of any kind by any person relating to such matters; (iii) except as previously disclosed to and acknowledged by Mortgagee in writing, neither

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Mortgagor nor any tenant, contractor, agent or other authorized user of the Mortgaged Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under or about the Mortgaged Property, and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including, without limitation, those laws, regulations, and ordinances referenced above.

"Mortgagor represents and warrants to Mortgagee the Mortgaged Property is not subject to the Illinois Responsible Property Transfer Act ("Act"), or, if the Mortgaged Property is subject to the Act, Mortgagor made all required disclosures as set forth in the Act, including, without limitation, those required to be made to Mortgagee.

"Mortgagor authorizes Mortgagee and its agents to enter upon the Mortgaged Property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the Mortgaged Property with this Section 1.17 of this Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Mortgaged Property for hazardous waste. Mortgagor hereby (i) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws, and (ii) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this Section 1.17 of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Mortgaged Property, whether or not the same was or should have been known to Mortgagor. The provisions of this Section 1.17 of this Mortgage, including, without limitation, the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise."

(c) The legal description as set forth in the Mortgage is hereby amended to reflect the subdivision of the Real Estate. The new legal description is attached as Exhibit B hereto and is hereby made a part of this Agreement and the Mortgage.

4. All references in the Notes to the Mortgage shall be deemed to refer to the Mortgage as modified under this Agreement.

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5. This Agreement does not extinguish the indebtedness evidenced by the Notes, nor does it in any way affect or impair the lien of the Mortgage, which the parties hereto acknowledge to be a valid and existing lien on the Real Estate, and the lien of the Mortgage is agreed to have continued in full force and effect from the date thereof and the same shall so continue until fully satisfied.

6. Each Mortgagor, for themselves and for all parties claiming through or under them, represent and warrant to the Bank that none of them have any adjustments, setoffs, claims or defenses against the Bank under the Mortgage or the Notes or otherwise in connection with the Improvements Loan or Revolving Loan. Giving effect to the modifications and amendments set forth in this Agreement, all of the terms, provisions, conditions and agreements contained in the Mortgage and any other Loan Documents, including, without limitation, any provision allowing the acceleration of the indebtedness secured thereby and the waiver of homestead and redemption rights contained therein, shall be and remain in full force and effect enforceable strictly in accordance with their respective terms.

7. This Agreement shall be governed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. This Agreement is executed by Beverly Trust Company, not personally, but as Trustee under Trust #74-2010 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby warrants that it as Trustee possesses fully power and authority to execute this instrument), and it is expressly understood and agreed by the Bank and by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the obligations under the Notes or any interest that may accrue thereon, or to perform any covenant, either expressed or implied, contained in the Notes, or the Mortgage, or herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other party, under the Notes, the Mortgage or under any agreement given in connection with such obligations or this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage Modification Agreement as of the day and year first above written.

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Beverly Trust Company, not personally but solely as Trustee under Trust Agreement dated April 3, 1990 and known as Trust #74-2010

By: Rosemary Mazur
Title: Rosemary Mazur, Asst. Trust Officer

ATTEST: Jonelle Kozek
Title: Jonelle Kozek, Asst. Trust Officer

G.V.S. Builders, Inc., an Illinois corporation

By: Ronald Drell
Title: President

ATTEST: Janice M. Dittus
Title: Notary Public of Illinois

Michael Abrams
Michael Abrams

Ronald Drell
Ronald Drell

Beverly Bank & Mortenson

By: John R. Mullaney
Title: Vice President

ATTEST: John R. Mullaney
Title: Commercial Loan Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Michael Abrams and Ronald Drell, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and

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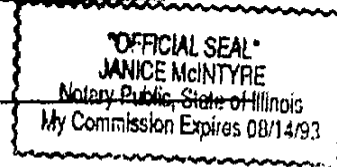
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 1991.

Janice McIntyre
Notary Public

(SEAL)

My Commission Expires:



CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF _____) SS.

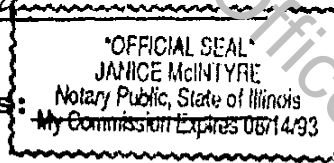
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Ronald Drell, Michael Abrams of G.V.S. Builders, Inc., an Illinois corporation (the "Company") and President, Vice - President of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice - President, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Company for the uses and purposes therein set forth; and said _____ then and there acknowledged that he, as custodian of the seal of said Company did affix the seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 1991.

Janice McIntyre
Notary Public

(SEAL)

My Commission Expires:



TRUSTEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rosemary Mazur, A.T.O. of Beverly Trust Company (the "Company") and Jonelle Kozek, A.T.O. of said Company,

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who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

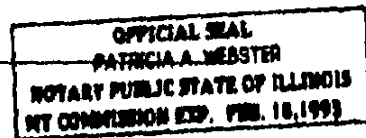
Asst. Trust Officer and Asst. Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Company as Trustee for the uses and purposes therein set forth; and said A.T.O. then and there acknowledged that he, as custodian of the seal of said Company did affix the seal of said Company to said instrument as h__ own free and voluntary act and as the free and voluntary act of said Company as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 1991.

(SEAL)

Patricia A. Webster
Notary Public

My Commission Expires:



BANK ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

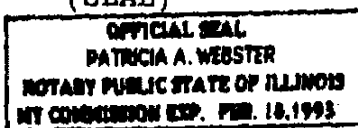
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John J. Masterson, Vice-President of Beverly Bank - Matteson (the "Bank") and James P. Mullaney, Commercial Loan Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Commercial Loan Officer, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary of said Bank for the uses and purposes therein set forth; and said James P. Mullaney then and there acknowledged that he, as custodian of the seal of said Bank did affix the seal of said Bank to said instrument as h__ own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 1991.

(SEAL)

Patricia A. Webster
Notary Public

My Commission Expires: 2-18-93



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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT A

DESCRIPTION OF THE REAL ESTATE

THAT PART OF THE NORTH WEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID NORTH WEST QUARTER A DISTANCE OF 615.15 FEET SOUTH OF THE NORTH LINE OF SAID NORTH WEST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES EAST 1052 FEET ON A LINE 615.15 FEET SOUTH OF AND PARALLEL TO LAST SAID NORTH LINE TO THE WEST LINE OF DOERRIES DRIVE AS DEDICATED; THENCE SOUTH 0 DEGREES 06 MINUTES 45 SECONDS EAST 502.33 FEET ON LAST DESCRIBED LINE TO A POINT OF CURVE; THENCE SOUTHERLY ON A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 382.84 FEET, AN ARC DISTANCE OF 108.94 FEET; THENCE SOUTH 50 DEGREES 50 MINUTES 30 SECONDS WEST 507.76 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS WEST 278.87 FEET ALONG THE NORTHERLY LIMITS OF HILLCREST SUBDIVISION; THENCE DUE NORTH 550 FEET ON A LINE 396 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTH WEST QUARTER; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS WEST 396.0 FEET ON A LINE 330 FEET NORTH OF SAID PARALLEL TO THE NORTH LINE OF THE SOUTH WEST QUARTER OF SAID NORTH WEST QUARTER; THENCE DUE NORTH 380.55 FEET ALONG THE WEST LINE OF SAID NORTH WEST QUARTER TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN # 28-36-100-014-0000

STREET ADDRESS: 176th and Kedzie, Hazel Crest, Illinois

LEGAL DESCRIPTION MODIFIED AFTER SUBDIVISION AS SET FORTH IN EXHIBIT B

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