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COOK COUNTY, ILLINOIS
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This Instrument was prepared by
and when recorded please return to:

Fred R. McMorris
Rooks, Pitts and Poust
201 Naperville Road
Wheaton, Illinois 60187

NBD WINFIELD BANK

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

ROLLING MEADOWS

RE: Loans to Delite Marble, Inc.

June 19, 1992

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("First Amendment") is made as of June 19, 1992 by LEN HRYNEWYCZ AND MARIA HRYNEWYCZ, individuals residing at 5405 Silent Brook, Rolling Meadows, Illinois (together the "Mortgagor") to NBD WINFIELD BANK, an Illinois banking corporation, having its principal office at 0 N 010 Winfield Road, Winfield, Illinois 60190 ("Mortgagee").

R E C I T A L S

WHEREAS, Mortgagor previously executed a Mortgage and Security Agreement dated August 13, 1991 (the "Rolling Meadows Mortgage") in favor of Mortgagee and covering the real property legally described on Exhibit A attached hereto, recorded with the Recorder of Cook County on August 16, 1991 as Document Number 91418525;

WHEREAS, Delite Marble, Inc. ("Borrower") and NBD Trust Company of Illinois, as trustee under trust agreement dated August 6, 1991 and known as trust 5452WH ("Land Trust") is indebted to Mortgagee in the principal amount of Seven Hundred Twenty One Thousand Four Hundred and Eighty Eight and 22/100 Dollars (\$721,488.22) together with interest thereon from and after the date hereof as evidenced by, at the rates and upon the additional terms provided in that certain Substitute Note of even date herewith ("721,488.22 Note"), executed by Borrower and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein and as further described in the Loan Agreement dated August 13, 1991, as amended by First Amendment to Loan Documents dated as of May 1, 1992 (together the "Agreement") executed by Borrower, Mortgagor and Mortgagee as a part of this transaction and incorporated herein by reference;

WHEREAS, Borrower and Land Trust are indebted to Mortgagee in the principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) together with interest thereon from and after August 13, 1991 as evidenced by, at the rates and upon the additional terms provided in that certain Note dated August 13, 1991 ("250,000 Note"), executed by Borrower and Land Trust and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein and as further described in the Agreement;

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WHEREAS, Borrower is indebted to Mortgagee in the principal amount of One Hundred Eight Seven Thousand Eight Hundred Twenty and 00/100 Dollars (\$187,820.00) together with interest thereon from and after August 13, 1991 as evidenced by, at the rates and upon the additional terms provided in that certain Note dated as of August 13, 1991 ("187,820 Note"), executed by Borrower and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein and as further described in the Agreement;

WHEREAS, Borrower is indebted to Mortgagee in the principal amount of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) together with interest thereon from and after May 1, 1992 as evidenced by, at the rates and upon the additional terms provided in that certain Substitute Note dated May 1, 1992 ("120,000 Note"), executed by Borrower and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein and as further described in the Agreement;

WHEREAS, Borrower is indebted to Mortgagee in the principal amount of Nine Hundred and Seventy Thousand Eight Hundred Seventy Three and 56/100 Dollars (\$970,873.56) together with interest thereon at the rates and upon the additional terms provided in that certain Substitute Mortgage Note dated as of even date herewith ("970,873.56 Note") executed by Borrower and Len Hryniewicz and Maria Hryniewicz and made payable to the order of and delivered to Mortgagee, and by this reference incorporated herein;

WHEREAS, the indebtedness evidenced by the \$721,488.22 Note, \$250,000 Note, \$187,820 Note, \$120,000 Note and the \$970,873.56 Note (collectively the "Notes") is to be disbursed from time to time by the Mortgagee to or for the benefit of the Borrower and the Mortgagor to the extent provided in and according to the provisions of the Notes and the Agreement;

WHEREAS, the individuals comprising Mortgagor are the sole shareholders of the Borrower and also are the guarantors of the indebtedness evidenced by the Notes;

WHEREAS, the Borrower has requested that Mortgagee increase Borrower's line of credit facility by an additional Sixty Thousand Dollars (\$60,000.00) and refinance certain other credit facilities; and

WHEREAS, Mortgagee is willing to lend Borrower the additional sum and refinance the credit facilities as requested only upon Mortgagor's agreement to the matters set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In order to secure repayment of principal and interest due under the Notes, Mortgagor agrees that the Rolling Meadows Mortgage secures Mortgagor's obligations to repay the additional indebtedness of up to Sixty Thousand and 00/100 Dollars (\$60,000.00) owed by Mortgagor to Mortgagee and as evidenced by the \$120,000 Note; the total indebtedness secured by the Rolling Meadows Mortgage being the principal sum of Two Million Two Hundred Fifty Thousand One Hundred Eighty One and 78/100 Dollars (\$2,250,181.78).

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2. Mortgagor agrees that an event of default under any of the Notes, or any other mortgages or any other document delivered to Mortgagee by Mortgagor, Borrower, and/or Land Trust shall be an event of default hereunder.

3. Subject to the terms and conditions contained in the Agreement, the principal amount of the \$120,000 Note may be borrowed, repaid and reborrowed by Borrower. Further, Mortgagee may, at its option and upon request of Borrower, at any time before full payment of the indebtedness evidenced by the Notes, make further advances to Borrower and the same, with interest, shall be in a parity with, and not subordinate to, the indebtedness secured hereby and such advances shall be secured hereby in accordance with all covenants and agreements herein contained, provided, that the amount of principal secured hereby remaining unpaid, shall not, including the amount of such advances, exceed a sum equal to twenty times the amount of the aggregate original amount of the Notes, and provided that if Mortgagee shall make further advances as aforesaid, Borrower shall repay all such advances in accordance with the note or notes, or agreement or agreements evidencing the same, which Borrower shall execute and deliver to Mortgagee and which shall be payable no later than the maturity of the Rolling Meadows Mortgage and shall include such other terms as Mortgagee shall require. If at any time the loan evidenced by the \$120,000 Note is reduced to a zero balance, but such note remains in effect, the Rolling Meadows Mortgage shall nevertheless remain a lien on the Premises.

4. Except as expressly set forth herein, all the terms of the Rolling Meadows Mortgage as amended hereby shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of Mortgagor to Mortgagee.

5. Mortgagor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Rolling Meadows Mortgage. In addition, Mortgagor hereby specifically remakes and restates each and every representation and warranty set forth in the Rolling Meadows Mortgage, effective as of the date hereof.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed and effective as of the date first above written.

MORTGAGOR:


Len Hrynewycz


Maria Hrynewycz

MORTGAGEE:

NBD WINFIELD BANK

By: 

An Authorized Officer

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STATE OF ILLINOIS)

SS

COUNTY OF)

I, the undersigned, a Notary Public in said County, in the State aforesaid, do hereby certify that MICHAEL R. McGUIRE, who is personally known to me to be the Com'l. Banking Officer of NBD WINFIELD BANK and McGarry P. Murray who is personally known to me to be the Asst. Vice Pres of said Bank, each of whom 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 and delivered the said instrument in their respective capacities as Com'l. Banking Officer and Asst. Vice Pres of said bank as trustee aforesaid, as their 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 19th day of June, 1992.

Tamara M. LaBuda
Notary Public

"OFFICIAL SEAL"
Commission Expires
Notary Public, State of Illinois
My Commission Expires 1/2/96

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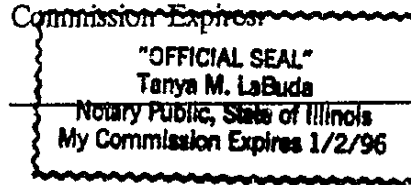
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STATE OF ILLINOIS)
)
COUNTY OF) SS

The undersigned, a Notary Public in and for said county, in the State aforesaid, DOES HEREBY CERTIFY that LEN HRYNEWYCZ and MARIA HRYNEWYCZ, personally known to me to be the same persons who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the signature, seal and delivery of the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of June, 1992.

Tanya M. LaBuda
Notary Public



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EXHIBIT A TO MORTGAGE

LEGAL DESCRIPTION OF MORTGAGED PREMISES

(ROLLING MEADOWS PROPERTY)

Lot 7 in Block 2 in Plum Grove Creek Phase 1, being a subdivision in the South West 1/4 of Section 27 and the North West 1/4 of Section 34, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded September 19, 1977 as Document 21111251, in Cook County, Illinois.

PIN: 02-27-304-007

Property Address: 5405 Silent Brook
Rolling Meadows, Illinois

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