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SECOND MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of January 20, 1994 between First State Bank and Trust Company of Park Ridge, not personally, but as Trustee under Trust Agreement dated December 9, 1988 and known as Trust No. 1963 ("Mortgagor"); Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank"); Clearvue/EAV, Inc., f/k/a Clearvue, Inc., an Illinois corporation ("Borrower"); and William T. Ryan ("Guarantor").

RECITALS

- Registered as Document # 94008334*
- \$1391649 - 074*
- A. Borrower is indebted to Bank without limitation in the principal sum of One Million Three Hundred Seventy Seven Thousand Nine Hundred Eighty Six Dollars (\$1,377,986) as evidenced by a Secured Installment Note ("Note") dated as of June 17, 1991, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") applicable to the property commonly known as 6465 North Avondale, Chicago, Illinois, legally described on Exhibit A attached hereto which document was registered with the Cook County Registrar of Torrens Titles as Document Number LR3888205 on June 12, 1990 and modified by a Mortgage Modification Agreement dated July 17, 1991 and registered September 9, 1991 as Document Number LR3994142.
- B. Borrower is also indebted to Bank in the principal sum of One Hundred Thousand Dollars (\$100,000) as evidenced by a Business Purpose Revolving Promissory Note dated July 31, 1993 ("Revolving Note").
- C. The Note and the Revolving Note are also secured by the Guaranty of Payment and Performance dated as of June 17, 1991, executed by the Guarantor.
- D. Mortgagor, Borrower and Guarantor have requested that the availability under the Revolving Note be increased from One Hundred Thousand Dollars (\$100,000) to Two Hundred Thousand Dollars (\$200,000) and that the maturity date of the Revolving Note be extended to July 1, 1994, and Bank is willing to grant such additional loan and extension of the maturity date pursuant to the terms and provisions of this Agreement, the Business Purpose Revolving Promissory Note dated January 20, 1994 in the principal sum of Two Hundred Thousand Dollars (\$200,000.00) ("Replacement Revolving Note") and upon the execution and delivery by Guarantor to Bank of a Continuing Guaranty of Business Credit Obligations applicable to the Note and the Replacement Revolving Note.

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Subject to the execution provisions attached hereto and made a part hereof.

Subject to the execution provisions attached hereto and made a part hereof.

This Mortgage is executed by FIRST STATE BANK AND TRUST COMPANY OF PANK RIDGE, not personally, but as Trustee under Trust Agreement dated December 9, 1988 and known as Trust No. 1167 in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay the principal or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

WITNESS MY HAND, First State Bank & Trust Company of Pank Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PANK RIDGE,
not personally, but as trustee as aforesaid

By: Gom (Plen)
(Assistant) Trust Officer
Attest: Robert J. Rowall
(Assistant) Trust Officer

STATE OF ILLINOIS
CO.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PANK RIDGE, Gentles, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer here and there acknowledged that the said (Assistant) Trust Officer, as signatory of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's 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 official seal, this 25th day of March 1998
Laura Kathryn Orlich
Notary Public

"OFFICIAL SEAL"
LAURA KATHRYN ORLICH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/07/97

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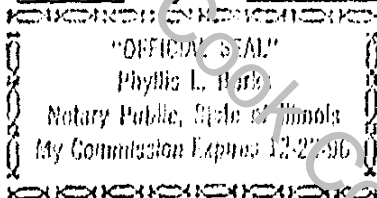
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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, Phyllis L. Burks, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that William T. Ryan

personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this 30th day of March, 1994.

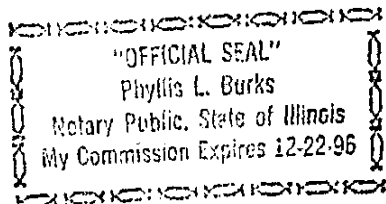


Phyllis L. Burks
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, Phyllis L. Burks, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that William T. Ryan

personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this 30th day of March, 1994.



Phyllis L. Burks
Notary Public

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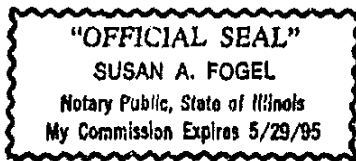
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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, Susan A. Fogel, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that Paul Bailey, Vice President - Commercial Banking for Bank One, Chicago, ND personally known to me to be the same person(s) whose name(s) (~~is/are~~) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~she (they)~~ signed, sealed and delivered the said instrument as (~~his/her/their~~) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this 19th day of April, 1994.



Susan A. Fogel
Notary Public

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EXHIBIT "A"

THE SOUTHEASTERLY 192 FEET OF THE NORTHWESTERLY 625 FEET OF LOT 202 IN H. ROY BERRY COMPANY'S DEVON HARLEM SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6465 NORTH AVONDALE, CHICAGO, ILLINOIS

PIN # 09-36-424-021 AND 09-36-424-014

DEPT-01 RECORDING

\$35.50

T#0014 TRAN 1771 05/19/94 14:19:00

. #2225 # AR *-94-451766

. COOK COUNTY RECORDER

Mail to:
And Prepared By:
BANK ONE
ILLINOIS CORPORATION
208 S. LASALLE ST.
SUITE 10
CHICAGO, IL 60604



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NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

1. Mortgagor, Borrower and Guarantor do hereby acknowledge that the Mortgage, Guaranty and other applicable Security Documents are in full force and effect.
2. The Mortgage and other Security Documents are hereby modified to provide that such instruments continue to be granted as collateral security for repayment of the Note and are hereby granted as collateral security for repayment of the Replacement Revolving Note, which shall mature on July 1, 1994.
3. Guarantor does hereby reaffirm and ratify his Guaranty and shall execute and deliver to Bank a Continuing Guaranty of Business Credit Obligations applicable to the Note and the Replacement Revolving Note. Bank shall release the existing guaranty of Beverly Ryan upon receipt of said Continuing Guaranty from Guarantor.
4. In all other respects, the Mortgage and other applicable Security Documents are hereby ratified and reaffirmed.
5. This Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

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