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FIRST MODIFICATION AND LOAN EXTENSION AGREEMENT

THIS FIRST MODIFICATION AND LOAN EXTENSION AGREEMENT made and entered into this 10 day of JANUARY, 1994, by and between WESTWAY CONSTRUCTION CORPORATION, an Illinois Corporation (hereinafter referred to as "Mortgagee"), and ALAN ZALABAK and KATHLEEN ZALABAK, individually and A.K.Z. CORPORATION, an Illinois Corporation (hereinafter referred to as "Mortgagors").

WITNESSETH:

WHEREAS, the parties hereto entered into an Installment Note dated September 16, 1992, in the amount of \$90,000.00, a true and correct copy of which Installment Note (hereinafter the "Installment Note") is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, to secure repayment of said Note the parties entered into a Trust Deed - Second Mortgage dated September 16, 1992, and recorded with the Cook County Recorder's Office as Document No. 9274070 subject only to the First Mortgage in favor of Hinsdale Federal Savings & Loan, also known as Hinsdale Federal Bank. A true and correct copy of said Trustee Deed - Second Mortgage (hereinafter the "Mortgage") and the legal description of the property secured thereby (hereinafter the "Property") is attached hereto and incorporated herein by reference as Exhibit B; and

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Westway Const. Corp.
214 W. River Dr.
St. Charles, Ill
60174

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WHEREAS, the parties hereto entered into a Guaranty Agreement dated September 18, 1992, whereby ALAN ZALABAK and KATHLEEN ZALABAK, individually and as husband and wife, jointly and severally personally guaranteed to Mortgagee the full, complete and timely performance of all covenants, conditions and agreements in said Installment Note and Mortgage and all Exhibits made a part thereof. A true and correct copy of said Guaranty Agreement is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, pursuant to the Note, Mortgage, and Guaranty, certain principal and interest payments were to be made on or before August 31, 1993 which have not been paid by Mortgagors; and

WHEREAS, A.K.Z. Corporation and ALAN and KATHLEEN ZALABAK, as Mortgagors, hereby agree that required payments have not been made and, therefore, each has agreed to modify the terms of all outstanding agreements with the Mortgagee; and

WHEREAS, as of August 31, 1993, the principal balance remaining due and unpaid under the Installment Note and Mortgage was \$90,000; and

WHEREAS, as of August 31, 1993, the remaining principal balance and accrued interest due under the Installment Note and

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Mortgage are in default pursuant to the terms and conditions of said Installment Note and Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations set forth in herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the parties, it is mutually agreed as follows.

1. Outstanding Interest Payment. Simultaneously with the execution hereof, and in consideration of Mortgagee's agreement to extend the due date, Mortgagors shall pay the amount of Five Thousand One Hundred Three and 24/100 Dollars (\$5,103.24) as and for all delinquent interest accrued to date under the Installment Note and Mortgage, from February 1, 1993 through and including December 1, 1993.

2. Extension Due Date - Principal and Interest and Security. All principal and interest currently due and payable under the Installment Note and Mortgage shall be due and payable on or before August 31, 1994. Mortgagor has conveyed to Mortgagee, as security for repayment of the Installment Note, a security interest in the form of a Second Mortgage, said security interest in the Property is intended to secure repayment under this Modification and Loan Extension Agreement.

3. Interest Installments. Mortgagors shall be required to make two installments of interest, the first being due on February

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28, 1994; the second being due on August 31, 1994. Interest shall accrue at the rate of 7 1/2% per annum.

4. **Default.** If any part of said indebtedness or interest thereon be not paid on the date when due, including, any principal or interest thereof as herein provided, or if default in the performance of any other covenant of the Mortgagors pursuant to the terms of the Installment Note, Mortgage, Guaranty, or this First Modification and Loan Extension Agreement shall continue for a period of ten (10) days after written notice thereof, the entire principal sum, together with the then accrued interest thereon, shall with out further notice, at the option of the Mortgagee, become and be immediately due and payable, in the same manner as if this First Modification and Extension Agreement, including all forgiveness provisions, had not been granted.

5. **Binding Effect.** This First Modification and Loan Extension Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and permitted assigns.

6. **Conflict.** In the event there is a conflict between the provisions of this First Modification and Loan Extension Agreement, the Note, the Trust Deed and the Guaranty Agreement, the terms of this First Modification and Loan Extension Agreement shall control.

7. **Counterparts.** The parties agree that this First Modification Agreement and Loan Extension Agreement may be executed

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in separate counter parts, with each constituting but one Modification and Loan Extension Agreement.

8. Validity of Prior Agreements. Except as herein expressly modified, the terms of the Installment Note, Mortgage and Guaranty Agreement attached hereto as Exhibits A through D shall remain in full force and effect as originally executed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto this 10 day of JANUARY, 1994.

MORTGAGOR:
A.K.Z. CORPORATION,
an Illinois Corporation

MORTGAGEE:
WESTWAY CONSTRUCTION CORPORATION
an Illinois Corporation

By: [Signature]
Its: SECRETARY / PRES.

By: [Signature]
Its: [Signature]

[Signature]
ALAN ZALABAK

[Signature]
KATHLEEN ZALABAK

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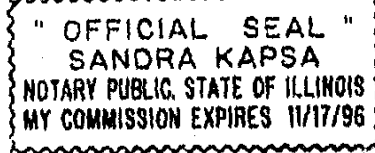
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STATE OF ILLINOIS)
) SS
COUNTY OF K A N E)

I, SANDRA KAPSA, a Notary Public in the County aforesaid, do hereby certify that A.K.Z. CORPORATION, an Illinois Corporation by Alan Zalabak, as Sec/Pres, personally known to me, appeared before me this date and signed the foregoing First Modification Agreement for the purposes therein set forth.

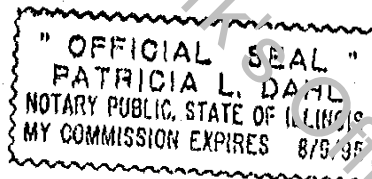
Sandra Kapsa (SEAL)
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF K A N E)

I, PATRICIA L. DAHL, a Notary Public in the County aforesaid, do hereby certify that WESTWAY CONSTRUCTION CORPORATION, an Illinois Corporation, by JAMES N. URHAUSEN, as President personally known to me, appeared before me this date and signed the foregoing First Modification Agreement for the purposes therein set forth.

Patricia L. Dahl (SEAL)
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF K A N E)

I, SANDRA KAPSA, a Notary Public in the County aforesaid, do hereby certify that ALAN ZALABAK, personally known to me, appeared before me this date and signed the foregoing First Modification Agreement for the purposes therein set forth.

Sandra Kapsa (SEAL)
Notary Public

" OFFICIAL SEAL "
SANDRA KAPSA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/17/96

STATE OF ILLINOIS)
) SS
COUNTY OF K A N E)

I, SANDRA KAPSA, a Notary Public in the County aforesaid, do hereby certify that KATHLEEN ZALABAK, personally known to me, appeared before me this date and signed the foregoing First Modification Agreement for the purposes therein set forth.

Sandra Kapsa (SEAL)
Notary Public

" OFFICIAL SEAL "
SANDRA KAPSA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/17/96

DEPT-01 RECORDING \$47.50
T#8888 TR# 1507 06/02/94 09:12:00
#7075 # 33 * -94 490112
COOK COUNTY RECORDER

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INSTALLMENT NOTE
(Illinois)

NO. 2461
APRIL, 1980

GEORGE E. COLE
LEGAL FORMS

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

\$ 90,000.00

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September 16, 1992

A.K.Z. Corporation, an Illinois Corporation promises to pay to the order of WESTWAY CONSTRUCTION CORPORATION the principal sum of NINETY THOUSAND and NO/100 (\$90,000.00) Dollars in installments as follows: First installment of interest due Dollars on ~~the~~ or before the 28th day of February, 1993, and the second installment of interest due Dollars on the 31st day of ~~xxxx~~ August, 1993 ~~xxxx~~ with a final payment of the balance due on the 31st day of August, 1993, with interest on the principal balance from time to time unpaid at the rate of 7-1/2 percent per annum payable as set forth herein.

Each of said installments of principal shall bear interest after maturity at the rate of 18 per cent per annum, and the said payments of both principal and interest are to be made at 210 West River Drive, St. Charles, IL 60174

or such other place as the legal holder of this note may from time to time in writing appoint.

The payment of this note is secured by Second Mortgage (Trust Deed) bearing even date herewith, to Westway Construction Corporation on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said Second Mortgage (Trust Deed).

And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after maturity, and confess a judgment, without process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The undersigned shall pay to Westway Construction Corporation all costs and expenses including attorney's fees incurred by Westway in any action or proceeding brought to enforce the covenants and provisions of this Note.

If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

*The undersigned Trustee hereby certifies that this is the Installment Note described in the Trust Deed referred to above.

A.K.Z. CORPORATION
BY: [Signature]
Its President
BY: [Signature]
Its Secretary

Identification No. _____

Trustee

*Trustee should sign if note is secured by Trust Deed.

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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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CLIENT'S COPY

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That A.K.Z. CORPORATION,
an Illinois Corporation
(hereinafter called the Grantor), of 512 Easy Street,
Darien, Illinois
(City) (State)
for and in consideration of the sum of Ninety Thousand and 00/100
(\$90,000.00) Dollars
in hand paid, CONVEY S. AND WARRANT S. to WESTWAY
CONSTRUCTION CORPORATION
of 210 West River Drive, St. Charles, Illinois
(City) (State)

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

See Legal Descriptions attached hereto and incorporated herein as Exhibits "A-1" through "A-4".

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number, 15-13-200-015
Address(es) of premises: 7525 Adams Forest Park, Illinois, Units 1E, 1W, 2E, 2W.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements hereon, with interest at 7 1/2% WHEREAS, The Grantor is justly indebted upon head of money held with, payable principal promissory note, bearing interest at 7 1/2% in two (2) installments; the first installment being payable on or before February 28, 1993, and the second installment, along with the principal balance, being payable on or before August 31, 1993.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or loss of, or damage to, or destruction of, or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 18 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 18 per cent per annum, shall be recoverable by foreclosure hereon, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms. Further, Grantor agrees that this is a commercial transaction and Grantor

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof — including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or causing to be abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor shall any relief be given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: A.K.Z. Corporation, an Illinois Corporation
IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, then Kate L. McCracken of said County is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.
This trust deed subject to First Mortgage in favor of Hinsdale Federal Savings and Loan,
a/k/a Hinsdale Federal Bank

Witness the hand and seal of the Grantor this 16th day of September, 1992.

BY: K.K.Z. Corporation
K. Zabolot (SEAL)
Its President
BY: G. Zabolot (SEAL)
Its Secretary

Please print or type name(s) below signature(s)

This instrument was prepared by Kate L. McCracken, Drendel, Schanlaber, Horwitz, Tatnall & McCracken,
520 Redwood Dr., P. O. Box 4010 (NAME AND ADDRESS) Aurora, Illinois 60507-4010
(708) 844-0800

hereby waives its right of redemption in the event of foreclosure hereof.

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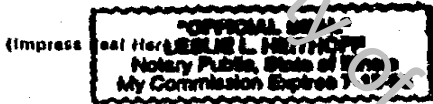
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STATE OF Illinois }
COUNTY OF Kane } SS.

I, Leslie L. Heithoff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathleen Zalabak and Alan Zalabak

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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 18 day of September, 1992.



Leslie L. Heithoff
Notary Public

Commission Expires 7-18-96

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BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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PARCEL 1: UNIT 7525 1-E TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: UNIT 7525 1-W TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: UNIT 7525 2-E TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: UNIT 7525 2-W TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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EXHIBIT A-1 through A-4

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GUARANTY AGREEMENT

In consideration of the agreement by Westway Construction Corporation, an Illinois corporation, to execute that certain Second Mortgage (Trust Deed) and the related Installment Note dated September 17th, 1992, by and between Westway Construction Corporation, as Mortgagee and Promisee, and A.K.Z. Corporation, an Illinois corporation, as Mortgagor, Promisor, and Guarantor, relating to the settlement and dismissal of the foreclosure action pending in the Circuit Court of Kane County, Illinois, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned do hereby personally guarantee to Westway Construction Corporation, its successors and assigns, the full, complete and timely performance and observance of all of the covenants, conditions and agreements in said Second Mortgage (Trust Deed) and related Installment Note and all exhibits made a part thereof to be performed and observed on the part of A.K.Z. Corporation, without requiring any notice of nonpayment, nonperformance or non-observance, or proof, notice, or demand to charge the undersigned therefor, all of which the undersigned hereby expressly waives.

The undersigned do further agree that the validity of this Agreement and the obligation of the Guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion or lack of assertion by Westway Construction Corporation against A.K.Z. Corporation of any of the rights and/or remedies reserved to

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Westway Construction Corporation under said Second Mortgage (Trust Deed), Installment Note and/or Promissory Note.

The undersigned further covenant and agree that this guaranty shall remain and continue in full force and effect as to any modification of said Second Mortgage (Trustee Deed) or Installment Note.

The undersigned waive any right to require Westway Construction Corporation (a) to proceed against A.K.Z. Corporation; (b) to proceed against or exhaust any security held by A.K.Z. Corporation; and (c) to pursue any other remedy in Westway Construction Corporation's power whatsoever.

Until all the terms of said Second Mortgage (Trust Deed) and Installment Note required to be performed by A.K.Z. Corporation shall have been performed in full, the undersigned shall have no right of subrogation, and the undersigned waives any right to enforce any remedy which he now has or may hereafter have against Westway Construction Corporation.

The undersigned shall pay to Westway Construction Corporation all reasonable costs and expenses, including attorneys' fees incurred by Westway Construction Corporation in any action or proceeding brought to enforce the provisions of this Note.

Any liability or indebtedness of A.K.Z. Corporation now or hereafter, ~~held~~ ^{EXCEPT PREVIOUS SECURED INDEBTEDNESS 9/17} by the undersigned is hereby subordinated to the obligations of A.K.Z. Corporation to Westway Construction Corporation under the Second Mortgage (Trust Deed) and Installment Note.

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IN WITNESS WHEREOF, the undersigned has executed his Guaranty Agreement as of the 18 day of SEPTEMBER, 1992.

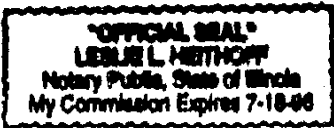
GUARANTOR:

Alan Zalabak
Alan Zalabak, Individually

Kathleen Zalabak
Kathleen Zalabak, his wife, Individually

SUBSCRIBED AND SWORN to before me this 18 day of September, 1992.

Leslie L. Methoff
Notary Public



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