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PAGE 01

FIFTH  
MORTGAGE MODIFICATION AGREEMENT

95471662

AGREEMENT dated as of May 1, 1995 between American National Bank and Trust company of Chicago, not personally, but as Trustee under Trust Agreement dated November 1, 1985 and known as Trust No. 65940 ("Mortgagor"); Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank"); and Koeckritz International, Inc., an Illinois corporation ("Guarantor").

DEPT. OF CLERK'S OFFICE \$27.50  
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COOK COUNTY RECORDER

RECITALS

A. Mortgagor is indebted to Bank without limitation in the principal sum of One Million Five Hundred Sixty Eight Thousand Dollars (\$1,568,000) as evidenced by a Mortgage Note ("Note") dated as of July 31, 1993, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents applicable to the property commonly known as 1400 Hicks Road, Rolling Meadows, Illinois, legally described on Exhibit A attached hereto, which documents were registered with the Cook County Recorder of Deeds as Document Numbers LR3889750 and LR3889751 on June 18, 1990 and modified by a Mortgage Modification Agreement dated February 25, 1992 and recorded as Document No. 92172136, and further modified by a Second Mortgage Modification Agreement dated December 28, 1992 and recorded as Document No. 93186279 and further modified by a Third Mortgage Modification Agreement dated July 31, 1993 and recorded as Document No. 93925482 and further modified by a fourth Mortgage Modification Agreement dated July 1, 1994 and Recorded as Document No. 94769839.

B. Guarantor is indebted to Bank without limitation in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000) as evidenced by a Business Purpose Promissory Note ("Term Note") dated July 31, 1993, which Term Note is also secured in part by the Mortgage and Assignment of Rents.

C. Guarantor is also indebted to Bank without limitation in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) as evidenced by a Business Purpose Revolving Promissory Note ("Revolving Note") dated July 31, 1993, which Revolving Note is also secured in part by the Mortgage and Assignment of Rents.

D. The Note is also secured by the Continuing Guaranty dated July 31, 1993, executed by Guarantor.

E. Mortgagor and Guarantor have requested an extension of the maturity date of the Revolving Note until August 31, 1995 and Bank is willing to grant such extension of the maturity date pursuant to the terms and provisions of this Agreement and the Promissory Note dated May 1, 1995 in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) ("Replacement Revolving Note").

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

1. Mortgagor and Guarantor do hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty and other applicable Security Documents are in full force and effect.

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2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments continue to be granted a collateral security for repayment of the Replacement Revolving Note, in addition to the term Note and the Note.

3. Guarantor does hereby reaffirm and ratify its Guaranty.

4. In all other respects, the Mortgage, Assignment of Rents and other applicable Security Document 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.

Dated at Evanston, Illinois as of May 1, 1995.

## MORTGAGOR

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 1, 1985 and known as Trust No. 65940

By: 

Its: TRUST OFFICER

## BANK:

BANK ONE, CHICAGO, NA, F/K/A  
BANK ONE, EVANSTON, NA, f/k/a  
First Illinois Bank of Evanston, N.A.

By: 

Its:

## GUARANTOR:

Koeckritz International, Inc., an Illinois corporation

By: 

Its:

Prepared by: **BANK ONE, CHICAGO, N.A.**

After recording mail to:  
Judy Davis/Loan Services  
Bank One, Chicago, NA  
PO Box 806083  
Chicago, IL 60680-6083

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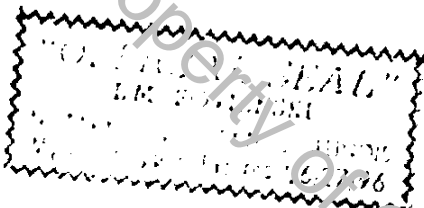
STATE OF ILLINOIS )

COUNTY OF Cook ) SS

I, L. M. SOVIENSKI, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that Anita M. Lutkun TRUST OFFICER

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 JUN 29 1995 day of JUN 29 1995.



L. M. Sovieniski  
Notary Public

STATE OF ILLINOIS )

COUNTY OF Cook ) SS

I, Betty S. London, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that George Koepf personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 29th day of June, 1995.

Betty S. London  
Notary Public



STATE OF ILLINOIS )

COUNTY OF Cook ) SS

I, Betty S. London, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that James C. Atkinson personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 29th day of June, 1995.

Betty S. London  
Notary Public

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COOK COUNTY CLERK'S OFFICE  
111 N. LAUREL ST.  
CHICAGO, IL 60602

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## EXHIBIT "A"

### Legal Description:

LOT 1 (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES AS PER DOCUMENT NUMBER 3396253) AND THE WEST 1/2 OF LOT 2 IN NORTHWESTERN INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION OF THE NORTH 480 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID NORTHEAST 1/4 OF SECTION 26, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 14, 1958 AS DOCUMENT 1795857, IN COOK COUNTY, ILLINOIS

PIN NUMBER 02-26-200-022, VOLUME 150

COMMONLY KNOWN AS: 1400 HICKS ROAD, ROLLING MEADOW, ILLINOIS

95473000

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