

#162097740 34/2
#267 R. USEN
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FOURTH MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of July 1, 1995 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"); and CLEARVUE/EAV Inc., an Illinois corporation ("Borrower"); and William T. Ryan ("Guarantor").

RECITALS

A. Borrower is indebted to Bank without limitation in the principal sum of Three Hundred Thousand Dollars (\$300,000) as evidenced by a Business Purpose Revolving Promissory Note ("Revolving Note") dated as of July 1, 1994, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") executed by Mortgagor 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 June 17, 1991 and recorded as Document No. 3994142 on September 8, 1991, and further modified by a Second Mortgage Modification Agreement dated January 20, 1994 and recorded as Document No. 94451766 on May 19, 1994 and further modified by a Third Mortgage Modification Agreement dated July 1, 1994 and recorded as Document No. 94-878358 on October 13, 1994.

B. Borrower is also 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 an Installment Note ("Note") dated June 17, 1991, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") executed by Mortgagor 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 June 17, 1991 and recorded as Document No. 3994142 on September 8, 1991, and further modified by a Second Mortgage Modification Agreement dated January 20, 1994 and recorded as Document No. 94451766 on May 19, 1994 and further modified by a Third Mortgage Modification Agreement dated July 1, 1994 and recorded as Document No. 94-878358 on October 13, 1994.

C. The Revolving Note and 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 Three Hundred Thousand Dollars (\$300,000) to Seven Hundred Fifty Thousand Dollars (\$750,000) and that the maturity date of the Revolving Note be extended to July 1, 1996 and Bank is willing to grant such additional loan and extension of the maturity date pursuant to the terms and provisions of this Agreement and the Promissory Note dated July 1, 1995 in the principal sum of Seven Hundred Fifty Thousand Dollars (\$750,000) ("Replacement Revolving Note").

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COMMUNICATION

E. Mortgagor, Borrower and Guarantor have requested that the principal amount of the Note be decreased from One Million Three Hundred Seventy Seven Thousand Nine Hundred Eighty Six Dollars (\$1,377,986) to Four Hundred Thousand Dollars (\$400,000) and that the maturity date of the Note be extended to November 1, 1997 and Bank is willing to grant such change in loan amount and extension of the maturity date pursuant to the terms and provisions of this Agreement and the Promissory Note dated July 1, 1995 in the principal sum of Four Hundred Thousand Dollars (\$400,000). ("Replacement 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, 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 a collateral security for repayment of the Replacement Revolving Note and the Replacement Note.
3. Guarantor does hereby reaffirm and ratify his Guaranty.
4. In all other respects, the Mortgage 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 the first date written above.

MORTGAGOR

Chicago Title & Trust Company as Successor Trustee to 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

By: Thomas Con
Its: Asst. Vice President

BANK:

Bank One, Chicago, NA f/k/a
Bank One Evanston, NA, f/k/a
First Illinois Bank of Evanston, N.A.

By: [Signature]
Its: Vice-President

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NOTARY PUBLIC

GUARANTOR:
William T. Ryan

William T. Ryan
William T. Ryan

BORROWER
CLEARVUE/EAV, Inc., an Illinois
corporation

By: [Signature]
Its: President

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DEPT-11 TORRENS \$29.50
780013 TRAN 3385 08/18/95 10:25:00
\$9275 AS #95-547403
COOK COUNTY RECORDER
DEPT-10 PENALTY \$26.00

STATE OF ILLINOIS)
)SS
COUNTY OF)

I, Rosanne M. O'Connor, a notary public in and for the state and county aforesaid, DO
Thomas Olen, Asst. Vice President of

HEREBY CERTIFY, that Chicago Title and Trust Co.
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 25th day of July, 1995.

[Signature]
Notary Public

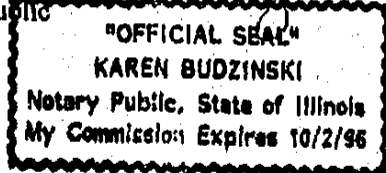


STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, KAREN BUDZINSKI, 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 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 21st day of JULY, 1995.

[Signature]
Notary Public



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NOTARIAL SEALS

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

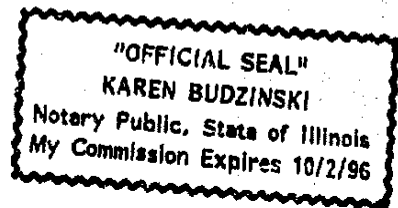
I, Karen Budzinski, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that MARK OVENTLING, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered 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 Notarial Seal this 21st day of July, 1995.

Karen Budzinski
Notary Public

My Commission Expires:

10/02/96



BANK ONE, CHICAGO, NA

AUG 2 1995

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

RECORDING/RELEASE

I, Karen Budzinski, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that RANDALL A. USEN, 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.

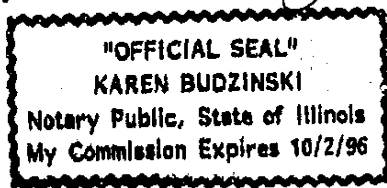
GIVEN under my hand and Notarial Seal this 21st day of July, 1995.



Karen Budzinski
Notary Public

My Commission Expires:

10/02/96



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Prepared by: **BANK ONE, CHICAGO, N.A.**
and mail to: P.O. Box 806083
Chicago, IL 60680-6083

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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

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