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COOK COUNTY RECORDER 3

MODIFICATION AGREEMENT (ADDITIONAL MORTGAGED PROPERTY)

This Modification Agreement (Additional Mortgaged Property) (this "Agreement") is executed as of October 9, 1995, by UNITED HOMES, INC., an Illinois corporation, whose address is 2100 Golf Road, Suite 110, Rolling Meadows, Illinois 60008-4220 ("Mortgagor"), for the benefit of GENEL COMPANY, INC., an Oregon corporation, whose address is 13455 Noel Road, Suite 1250, Two Galleria Tower, LB24, Dallas, Texas 75240 ("Mortgagee").

RECITALS

- 1409 00 1563478 3 2700
- A. Mortgagor and Mortgagee entered into that Revolving Credit Agreement, dated as of May 30, 1995 (the "Credit Agreement"), under which Mortgagee has agreed to make advances to Mortgagor in a principal amount not to exceed Twenty Five Million and No/100 Dollars (\$25,000,000.00), to be evidenced by the promissory note of even date executed and delivered by Mortgagor to Mortgagee (the "Note");
- B. On May 30, 1995, Mortgagor executed and delivered to Mortgagee that First Mortgage and Security Agreement (the "Mortgage") recorded as Document No. ~~956200~~ 4120 in the Official Public Records of Real property of Cook County, Illinois, securing, among other indebtedness and obligations, the indebtedness and obligations of Mortgagor to Mortgagee under the Credit Agreement and the Note (the "Indebtedness"), and encumbering the real and other property situated in Cook County, Illinois and described therein (the "Mortgaged Property"); and
- C. Mortgagor desires that the liens, security interests, estates and rights of the Mortgage be spread to encumber the land described in Exhibit A hereto, together with all of the related property and rights which are included with the definition of Mortgaged Property under the Mortgage (the "Additional Mortgaged Property");

BOX 333-CTI

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AGREEMENT

- 1 **Grant.** To secure the full and timely payment of the Indebtedness, Mortgagor agrees that the Mortgage is modified to spread the liens, assignments and security interests of the Mortgage to encumber the Additional Mortgaged Property and accordingly has mortgaged, granted, bargained, sold and conveyed, and hereby mortgages, grants, bargains, sells, and conveys, the Additional Mortgaged Property to Mortgagee, TO HAVE AND TO HOLD the Additional Mortgaged Property unto Mortgagee, forever, subject to the Mortgage, and Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, the title to the Additional Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof.
- 2 **Security Interest: Assignment.** Mortgagor hereby grants to Mortgagee security interests in the personalty and fixtures, and, to the extent subject to Chapter 9 of the Uniform Commercial Code of the State of Illinois (the "UCC"), leases and rents now or hereafter existing in respect of the Additional Mortgaged Property under the terms of the granting clauses of the Mortgage. Mortgagee hereby absolutely assigns the leases and rents that are not subject to Chapter 9 of the UCC to Mortgagee under the terms of Section 1.19 of the Mortgage.
- 3 **Spread.** All terms and provisions of the Mortgage are ratified and confirmed by Mortgagor and shall extend to and encumber the Additional Mortgaged Property so that the Mortgaged Property, as defined in the Mortgage, shall mean and include the Additional Mortgaged Property.
- 4 **Ratification.** Mortgagor ratifies and confirms in all respects the Indebtedness, agrees that it constitutes a valid, binding and enforceable obligation of Mortgagor, and acknowledges that it has no rights of offset or claims or defenses thereto or any claims against Mortgagee arising therefrom, whether arising under law, contract, at law, or in equity.
- 5 **Full Force and Effect.** As modified and spread under this Agreement, the liens, security interests, estates and rights granted under, and all other terms and provisions of, the Mortgage remain unmodified and in full force and effect.

Executed as of the date first written above.

UNITED HOMES, INC., an Illinois corporation

by: William J. Crock
William J. Crock, Secretary

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11-20-11

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STATE OF ILLINOIS N
 N
COUNTY OF COOK N

This instrument was acknowledged before me on 11th October, 1995, by WILLIAM J CROCK, Secretary of UNITED HOMES, INC., an Illinois corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Illinois
ILLINOIS
2-8-97

27-36-100-006
27-36-101-003

Address: Barbara Davis
Timothy Davis III
60008

AFTER RECORDING PLEASE MAIL TO:

Ms. Deborah Lott
General Electric Capital Corporation
Two Galleria Tower
Suite 1750
13455 Noel Road LB 24
Dallas TX 75240

Deborah B
60008
2100 Golf Co
Golfers Meadows III
60008

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EXHIBIT A Additional Mortgaged Property

BRISTOL PARK

LOTS 207, 208, 209, 210, 211, AND 212 IN BRISTOL PARK UNIT TWO, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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