

SIXTH
MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of August 31, 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"), George Koeckritz, individually; and Koeckritz International, Inc., an Illinois corporation ("Guarantor").

2550
2600
m

RECITALS

- A. Mortgagor is indebted to Bank without limitation in the principal sum of One Million Five Hundred Sixty Eight Thousand and 00/100 Dollars (\$1,568,000.00) as evidenced by a Mortgage Note ("Mortgage Note") dated as of July 31, 1993, which Mortgage Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents ("Assignment of Rents") applicable to the property commonly known as 1400 Hicks Road, Rolling Meadows, Illinois (the "Property"), 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 15, 1992 and recorded as Document No. 92172136 on March 17, 1992 and further modified by a Second Mortgage Modification Agreement dated December 28, 1992 and recorded as Document No. 93186279 on March 11, 1993 and further modified by a Third Mortgage Modification Agreement dated July 31, 1993 and recorded as Document No. 93925482 on November 15, 1993 and further modified by a Fourth Mortgage Modification Agreement dated July 1, 1994 and recorded as Document No. 94759839 on August 31, 1994 and further modified by Fifth Mortgage Modification Agreement dated May 1, 1995 and recorded as Document No. 95471662 on July 20, 1995.
- B. Guarantor is indebted to Bank without limitation in the principal sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) as evidenced by a Business Purpose Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Term Note") dated July 31, 1993, which Term Note is also secured in part by the Mortgage and the Assignment of Rents.
- C. Guarantor is also indebted to Bank without limitation in the principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as evidenced by a Business Purpose Revolving Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Revolving Note") dated July 31, 1993, which Revolving Note is also secured in part by the Mortgage and the Assignment of Rents.
- D. George B. Koeckritz, individually, is also indebted to Bank without limitation in the principal sum of Three Hundred Ninety Three Thousand Three Hundred and 33/100 Dollars (\$393,300.33) as evidenced by a Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Individual Note") dated August 30, 1995, which Individual Note is also secured in part by the Mortgage and the Assignment of Rents.
- E. The Mortgage Note is also secured by the Continuing Guaranty ("Guaranty") dated July 31, 1993, executed by Guarantor.

deeg # 92172136
5/12/95
RL-927

RECORDING
COOK COUNTY RECORDER
FEE \$20.00
\$29.50

95802099

\$20.00
\$29.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

33662099

UNOFFICIAL COPY

- F. The Mortgage Note, Term Note, Revolving Note and Individual Note are also secured by the Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust ("CABI") dated June 1, 1990 applicable to American National Bank and Trust Company of Chicago Trust Number 65940.
- G. Mortgagor and Guarantor have requested an extension of the maturity date of the Revolving Note until December 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 August 31, 1995 in the principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) ("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, CABI and other applicable Security Documents are in full force and effect.
2. Guarantor does hereby reaffirm and ratify its Guaranty.
3. In all other respects, the Mortgage, Assignment of Rents, Guaranty, CABI and other applicable Security Document are hereby ratified and reaffirmed.
4. The Mortgage, Assignment of Rents, CABI and other Security Documents are hereby modified to provide that such instruments continue to be granted as collateral security for repayment of the Term Note and the Mortgage Note and are hereby granted as collateral for the Individual Note and the Replacement Revolving Note and any future advances under the Replacement Revolving Note, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within twenty years from the date of the Mortgage, to the same extent as if such future advances were made on the date of the execution of the Mortgage, although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured by the Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed \$3,811,300.00, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Property, with interest on such disbursements, and any other amounts as may be specified in the Mortgage.
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 Mortgage Note shall be construed as creating any liability on the Mortgagor personally to pay the Mortgage 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 Mortgage 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.

00000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Dated at Evanston, Illinois as of August 31, 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: _____

INDIVIDUAL:

George B. Koeckritz, Individually

This instrument is executed by the undersigned Land Trustee, not personally but as Trustee in the exercise of the power of appointment vested in it as such Trustee, and in full and complete discharge of all the obligations and liabilities of the Trustee, underwritten by the Trustee, and as part of the terms of the Trust Agreement, as Trustee of the Trust, and the Trustee's responsibility is not asserted or endorsed by the Trustee, and the Trustee is not liable for any warranty, indemnity, representation, or other undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)

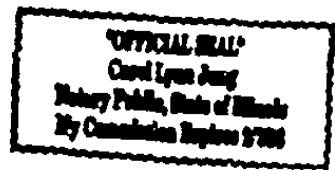
COUNTY OF Cook)

)SS

I, CAROL LYNN JUNG, 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 31ST day of AUGUST, 1995.

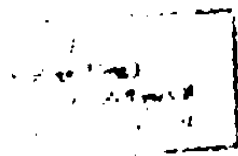
Carol Lynn Jung
Notary Public



95862099

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

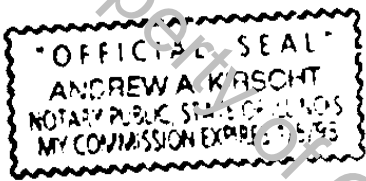
STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, Andrew A. Kirscht, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that Robert Kirscht, President of Kirscht Trust 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 November, 1993.



[Signature]
Notary Public

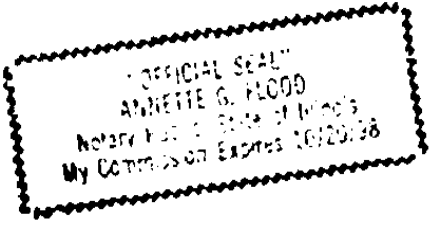
STATE OF ILLINOIS)

)SS

COUNTY OF Cook)

I, ANNETTE G. FLOOD, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that Anita M. Lukus 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 10th day of NOV, 1993.



[Signature]
Notary Public

Prepared by: Bank One Chicago, N.A.
MAIL TO 345 Burlington Heights Rd.
Burlington, IL 60005

9360099

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

Office of Cook County Clerk's Office

03662099

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6/25/2019