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UNOFFICIAL COPY 98546175

**DOCUMENT PREPARED AND
RECORDATION REQUESTED BY:**

**Bank One, Chicago, NA
8760 West 159th Street
Orland Park, Illinois 60462**

DEPT-01 RECORDING \$27.50
T57777 TRAN 5994 07/17/96 16:05:00
#3336 # RH *-96-546175
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

**Bank One, Chicago, NA
8760 West 159th Street
Orland Park, Illinois 60462**

MORTGAGE MODIFICATION AGREEMENT

96546175

AGREEMENT dated as of June 5, 1996 between **Tenant Fire Protection, Inc.**, an Illinois corporation, located at 7637 W. 160th Place, Bridgeview, Illinois ("Borrower"), **Lawrence A. Walsh** ("Grantor" or "Guarantor") and **Bank One, Chicago, NA**, with an office located at 8760 West 159th Street, Orland Park, Illinois 60462 ("Lender").

RECITALS

A. Borrower is currently indebted to Lender under various obligations including (without limitation) a Promissory Note dated as of June 5, 1995 and maturing June 5, 1996 in the principal face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (as amended, modified, extended, replaced, renewed, substituted, refinanced or consolidated from time to time, "Revolving Note"), which Revolving Note is secured by various "Security Documents", including, without limitation:

Mortgage and Assignment of Rents from Grantor to Lender each dated October 20, 1989 (as amended, modified or extended from time to time, "Mortgage") on the property commonly known as 7907 W. 97th Place, Hickory Hills, Illinois, legally described as follows ("Property"):

LOT 41 IN PRILL'S HICKORY HILLS ESTATES, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 23-12-103-008

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The Mortgage was recorded with the Cook County Recorder's Office on November 1, 1989 as Document Nos. 89-518203 and 89-518204.

B. Borrower, Grantor and Guarantor have requested, among other things, an extension of the maturity date of the Revolving Note to June 5, 1997 and Lender is willing to grant such request pursuant to the terms and provisions of this Agreement and a Promissory Note dated June 5, 1996 in the principal face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Replacement Revolving Note").

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

1. Borrower, Grantor and Guarantor acknowledge that the Mortgage and all other Security Documents are in full force and effect.
2. The Mortgage and all other applicable Security Documents are hereby modified to provide that such instruments are granted as collateral security for repayment of 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 advance made at the time of execution of the Mortgage, and 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 a maximum principal amount of \$100,000.00, 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 due Lender as may be specified in the Mortgage, Security Documents and any other applicable loan or security document.
3. Guarantor does hereby ratify and reaffirm his Guaranty.
4. In all other respects, the Mortgage and all other Security Documents are hereby ratified and reaffirmed.

DATED AT ORLAND PARK, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN

Loan Services
Bank One, CHgo, N.A.
P.O. Box 806083
CHgo, IL 60680-4083

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Borrower:

Tenant Fire Protection, Inc.,
an Illinois corporation

By:

Lawrence A. Walsh, President

Grantor/Guarantor:

Lawrence A. Walsh

Lender:

Bank One, Chicago, NA

By:
Its:

[Signature]
AVP

STATE OF ILLINOIS)
COUNTY OF COOK)

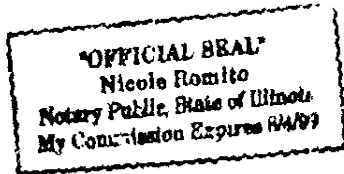
SS

I, NICOLE ROMITO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that Lawrence A. Walsh appeared before me in person and acknowledged that he signed the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 14 day of June, 1996.

Nicole Romito

Notary Public



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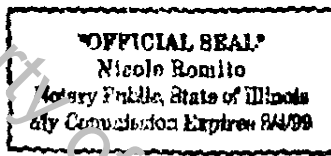
Page 4

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, NICOLE ROMITO, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that LAWRENCE A. WALSH of Bank One, Chicago, NA, appeared before me in person and acknowledged that (she/he/they) signed the foregoing instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 14 day of June, 1996

Notary Public



Nicole Romito

96546175

This document was prepared
by and to be returned to:

Jack Masterson/Jordan Block
Bank One, Chicago, NA
8760 West 159th Street
Orland Park, Illinois 60462