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PREPARED BY AND RETURN TO
Daniel Motyka
COMERICA BANK-ILLINOIS
8700 NORTH WAUKEGAN ROAD
MORTON GROVE, ILLINOIS 60053



. DEPT-01 RECORDING 639.50
. T40008 TRAN 1843 07/25/96 09:49:00
. 46206 + IR #--96-573872
COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

This instrument is an Agreement among Automotive Advantage, Inc., d/b/a Northwest Amoco ("Borrower") John J. Summerfelt and Janet J. Summerfelt, his wife ("Mortgagor"); John J. Summerfelt and Janet J. Summerfelt ("Guarantor"); and COMERICA BANK-ILLINOIS, ("Lender").

R E C I T A L S

A. Mortgagor is the owner of the real estate described in Exhibit A hereto ("Real Estate").

B. On June 9, 1995, Borrower executed and delivered to Lender its Master Revolving Note, Variable Rate-Demand ("Note") in the principal amount of \$25,000.00 to evidence a loan in that amount.

C. To secure payment of the Note, the following documents were executed and delivered:

1. A Mortgage, dated June 9, 1995 and recorded October 31, 1995 with the Recorder of Deeds of Cook County, Illinois, as Document Number 95741773 wherein Mortgagor mortgaged the Real Estate to Lender.

2. A Guaranty Agreement dated June 9, 1995 wherein Guarantor guaranteed the payment of the Notes.

D. The Note is a Master Revolving Note, Variable Rate-Demand and principal and interest is due and payable on demand.

WHEREFORE, Borrower, Mortgagor and Lender hereby agree to the following:

1. Reduce the amount of the Note from \$25,000.00 to \$15,000.00. To evidence this change, Borrower shall deliver to Lender at the execution and delivery of this Agreement an Amended and Restated Master Revolving Note, Variable Rate-Demand (which is hereby incorporated by reference and attached hereto as Exhibit "B") dated as of the date hereof (the "Restated Note"), payable to the order of Lender in the principal amount of Fifteen Thousand and

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1839.50
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5/20/2009

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00/100 Dollars (\$15,000.00) at the interest rate of Prime plus two percent (2%), floating, requiring monthly interest payments commencing July 30, 1996.

2. Except as modified hereby, and the Restated Note, all other terms and conditions and all other Loan Documents remain in full force and effect.

3. Guarantors, jointly and severally, and unconditionally, reaffirm their Guaranties of the obligation of Borrower to Lender under the provisions of the Note and Loan Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on June 30, 1996.

COMERICA BANK-ILLINOIS

By: Bessie A. Plent

BORROWER

Automotive Advantage, Inc.
D/B/A Northwest Amoco

By: [Signature]
John J. Summerfelt, President

By: [Signature]
Janet J. Summerfelt, Secretary

MORTGAGOR

[Signature]
John J. Summerfelt
also known as John Summerfelt

[Signature]
Janet J. Summerfelt
also known as Janet Summerfelt

Acknowledgement by Guarantor

The undersigned hereby acknowledges and consents to the within Modification Agreement and reaffirms his Guaranty of Note and Mortgage dated June 9, 1995.

[Signature]
John J. Summerfelt

[Signature]
Janet J. Summerfelt

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN PAM ANNE ESTATES UNIT #2, BEING A SUBDIVISION OF PART OF THE W 1/2 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 04-33-113-001

COMMONLY KNOWN AS: 1333 PAN ANN DRIVE, GLENVIEW, IL 60025

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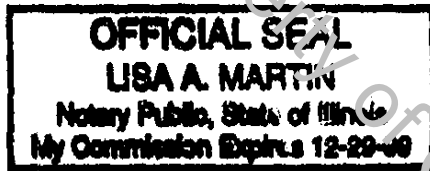
STATE OF ILLINOIS }

SS

COUNTY OF COOK }

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John J. Summerfelt and Janet J. Summerfelt personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of July, 1996.



Lisa A. Martin
Notary Public

STATE OF ILLINOIS }

SS

COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify, that John J. Summerfelt and Janet J. Summerfelt personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

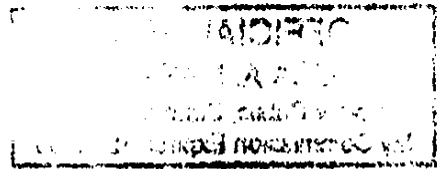
GIVEN under my hand and Notarial Seal this 10th day of July, 1996.



Lisa A. Martin
Notary Public

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that BRADLEY A. PLANTE, ~~OFFICER~~ President, of Comerica Bank-Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said institution, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of July, 1996.

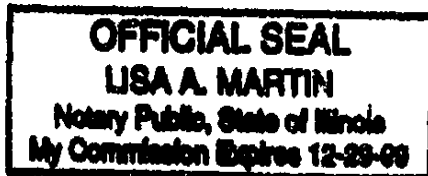


Ylayali Rosado
Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John J. Summerfelt, President and Janet J. Summerfelt, Secretary of Automotive Advantage Inc., D/B/A Northwest Amoco, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of July, 1996.

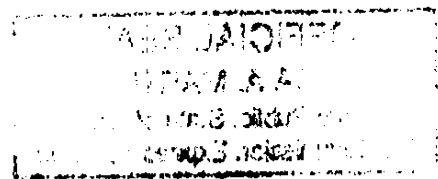


Lisa A. Martin
Notary Public

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EXHIBIT B
Amended and Restated
MASTER REVOLVING NOTE

Variable Rate-Demand (Business and Commercial Loans Only)

Comerica Bank

Comerica Bank-Illinois

| | | | |
|-----------------------|-------------------------|----------------------------|-------------------------------------|
| Obligor | Note # RENEWAL | Note Date JUNE 30, 1996 | Note Identification # 36-3552657 |
| Amount \$15,000.00 | FRANKLIN PARK, Illinois | | Maturity Date ON DEMAND |

For Value Received, the undersigned promise(s) to pay ON DEMAND to the order of Comerica Bank-Illinois ("Bank"), at any office of the Bank in the State of Illinois, FIFTEEN THOUSAND AND NO/100

Dollars (U.S.) (or that portion of it advanced by the Bank and not repaid as later provided) with interest until demand or an Event of Default, as later defined, at a per annum rate equal to the Bank's prime rate from time to time in effect plus 2.0 % per annum and after that a rate equal to the rate of interest otherwise prevailing under this Note plus 3% per annum. The Bank's "prime rate" is that annual rate of interest so designated by the Bank and which is changed by the Bank from time to time. Interest rate changes will be effective for interest computation purposes as and when the Bank's prime rate changes. Interest shall be calculated for the actual number of days the principal is outstanding on the basis of a 360-day year for the actual number of days the principal is outstanding. Unless sooner demanded, accrued interest on this Note shall be payable on the 30TH day of each MONTH commencing JULY 30, 19 96.

If the frequency of interest payments is not otherwise specified, accrued interest on this Note shall be payable monthly on the first day of each month, unless sooner demanded. If any payment of principal or interest under this Note shall be payable on a day other than a day on which the Bank is open for business, this payment shall be extended to the next succeeding business day and interest shall be payable at the rate specified in this Note during this extension. A late payment charge equal to 5% of each late payment may be charged on any payment not received by the Bank within 10 calendar days after the payment due date, but acceptance of payment of this charge shall not waive any default under this Note.

The principal amount payable under this Note shall be the sum of all advances made by the Bank to or at the request of the undersigned, less principal payments actually received in cash by the Bank. The books and records of the Bank shall be the best evidence of the principal amount and the unpaid interest amount owing at any time under this Note and shall be conclusive absent manifest error. No interest shall accrue under this Note until the date of the first advance made by the Bank; after that interest on all advances shall accrue and be computed on the principal balance outstanding from time to time under this Note until the same is paid in full. At no time shall the Bank be under any obligation to make any advances to the undersigned pursuant to this Note (notwithstanding anything expressed or implied in this Note or elsewhere to the contrary, including without limit if the Bank supplies the undersigned with a borrowing formula) and the Bank, at any time and from time to time, without notice, and in its sole discretion, may refuse to make advances to the undersigned without incurring any liability due to this refusal and without affecting the undersigned's liability under this Note for any and all amounts advanced.

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This Note and any other indebtedness and liabilities of any kind of the undersigned (or any of them) to the Bank, and any and all modifications, renewals or extensions of it, whether joint or several, contingent or absolute, now existing or later arising, and however evidenced (collectively "Indebtedness") are secured by and the Bank is granted a security interest in all items deposited from time to time in any account of any of the undersigned with the Bank and all proceeds of these items (cash or otherwise), all account balances of any of the undersigned from time to time with the Bank, all property of any of the undersigned from time to time in the possession of the Bank and any other collateral, rights and properties described in each and every mortgage, security agreement, pledge, assignment and other security or collateral agreement which has been, or will at any time(s) later be, executed by any (or all) of the undersigned to or for the benefit of the Bank (collectively "Collateral"). Notwithstanding the above, to the extent that any portion of the Indebtedness is a consumer loan, that portion shall not be secured by any mortgage or other security interest in real property or in the undersigned's principal dwelling or consumer goods which is not a purchase money security interest as to that portion, unless expressly provided to the contrary in another place.

If the undersigned (or any of them) or any guarantor under a guaranty of all or part of the Indebtedness ("guarantor") (a) fail(s) to pay any of the Indebtedness when due, by maturity, acceleration or otherwise, or fail(s) to pay any Indebtedness owing on a demand basis upon demand; or (b) fail(s) to comply with any of the terms or provisions of any agreement between the undersigned (or any of them) or any such guarantor and the Bank; or (c) become(s) insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, or a reorganization, arrangement or creditor composition proceeding (if a business entity) cease(s) doing business as a going concern, (if a natural person) die(s) or become(s) incompetent, (if a partnership) dissolve(s) or any general partner of it dies, becomes incompetent or becomes the subject of a bankruptcy proceeding or (if a corporation) is the subject of a dissolution, merger or consolidation; or (d) if any warranty or representation made by any of the undersigned or any guarantor in connection with this Note or any of the Indebtedness shall be discovered to be untrue or incomplete; or (e) if there is any termination, notice of termination or breach of any guaranty, pledge, collateral assignment or subordination agreement relating to all or any part of the Indebtedness; or (f) if there is any failure by any of the undersigned or any guarantor to pay when due any of its Indebtedness (other than to the Bank) or in the observance of performance of any term, covenant or condition in any document evidencing, securing or relating to such Indebtedness; or (g) if there is filed or issued a levy or writ of attachment or garnishment or other like judicial process upon the undersigned (or any of them) or any guarantor or any of the Collateral, including without limit, any accounts of the undersigned (or any of them) or any guarantor with the Bank; or any action, suit or proceeding is initiated against any of the undersigned or any guarantor (or any subsidiary if any is a corporation or any general partner if any is a partnership) under any federal or state controlled substance, gambling, or racketeering statute (including without limit, the Racketeer Influenced and Corrupt Organization Act of 1970), which action, suit or proceeding could result in the confiscation or forfeiture of any portion of the assets of any of the undersigned or any guarantor (on any subsidiary or general partner); or (h) if the Bank deems itself reasonably insecure believing that the prospect of payment of this Note or any of the Indebtedness is impaired or shall fear deterioration, removal or waste of any of the Collateral, then the Bank, upon the occurrence of any of these events (each a "Default"), may at its option and without prior notice to the undersigned (or any of them), declare any or

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all of the Indebtedness to be immediately due and payable (notwithstanding any provisions contained in the evidence of it to the contrary), sell or liquidate all or any portion of the Collateral, set off against the Indebtedness any amounts owing by the Bank to the undersigned (or any of them), charge interest at the default rate provided in the document evidencing the relevant Indebtedness and exercise any one or more of the rights and remedies granted to the Bank by any agreement with the undersigned (or any of them) or given to it under applicable law.

The undersigned acknowledge(s) that this Note matures upon issuance, and that the Bank, at any time, without notice, and without reason, may demand that this Note be immediately paid in full. The demand nature of this Note shall not be deemed modified by reference to a Default in this Note or in any agreement to a default by the undersigned or to the occurrence of an event of default (collectively an "Event of Default"). For purposes of this Note, to the extent there is reference to an Event of Default this reference is for the purpose of permitting the Bank to accelerate Indebtedness not on a demand basis and to receive interest at the default rate provided in the document evidencing the relevant Indebtedness. It is expressly agreed that the Bank may exercise its demand rights under this Note whether or not an Event of Default has occurred. The Bank, with or without reason and without notice, may from time to time make demand for partial payments under this Note and these demands shall not preclude the Bank from demanding at any time that this Note be immediately paid in full. All payments under this Note shall be in immediately available United States funds, without setoff or counterclaim.

If this note is signed by two or more parties (whether by all as makers or by one or more as an accommodation party or otherwise), the obligations and undertakings under this Note shall be that of all and any two or more jointly and also of each severally. This Note shall bind the undersigned, and the undersigned's respective heirs, personal representatives, successors and assigns.

The undersigned waive(s) presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices and agree(s) that no extension or indulgence to the undersigned (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any of the undersigned, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of the undersigned. The undersigned waive(s) all defenses or right to discharge available under Section 3-606 of the Uniform Commercial Code and waive(s) all other suretyship defenses or right to discharge. The undersigned agree(s) that the Bank has the right to sell, assign, or grant participations, or any interest, in any or all of the Indebtedness, and that, in connection with this right, but without limiting its ability to make other disclosures to the full extent allowable, the Bank may disclose all documents and information which the Bank now or later has relating to the undersigned or the Indebtedness.

The undersigned agree(s) to reimburse the holder or owner of this Note upon demand for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney fees and paralegal fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise) incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

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The undersigned acknowledge(s) and agree(s) that this is the entire agreement with respect to the subject matter of this Note and there are no contrary agreements, oral or written, establishing a term of this Note. The terms and conditions of this Note may not be amended, waived or modified except in a writing signed by the undersigned and an officer of the Bank expressly stating that the writing constitutes an amendment, waiver or modification of the terms of this Note. An amendment, waiver or modification shall be effective only in the specific instance and for the specific purpose given. As used in this Note, the word "undersigned" means, individually and collectively, each maker, accommodation party, indorser and other party signing this Note in a similar capacity. If any provision of this Note is unenforceable in whole or part for any reason, the remaining provisions shall continue to be effective. **THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

The undersigned irrevocably appoint(s) (which appointment is coupled with an interest) the Process Agent (as defined below) as the undersigned's true and lawful attorney (with full power of substitution) in the name and on behalf of the undersigned to accept service of process, summonses and writs, and agrees that the failure of Process Agent to give the undersigned any notice of such service shall not impair or affect the validity of such service or any related judgment. The undersigned further irrevocably consent(s) to the service of process, summonses and writs by the mailing of such service to the undersigned's address set forth below by registered or certified mail, postage prepaid. The Process Agent is (name and address):

THE UNDERSIGNED AND THE BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.

FOR CORPORATIONS OR PARTNERSHIPS

AUTOMOTIVE ADVANTAGE INC.,
D/B/A NORTHWEST AMOCO

Obligor Name Typed/Printed

1001 NORTHWEST HIGHWAY

Street Address

PARK RIDGE, ILLINOIS 60068
City State Zip Code

By:

Signature Of
JOHN J. SUMMERFELT

Its: PRESIDENT
Title

By:

Signature Of
JANET J. SUMMERFELT

Its: SECRETARY
Title

By:

Signature Of

Its: _____
Title

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FOR INDIVIDUALS, SOLE PROPRIETORSHIPS, TRUSTS, OR ESTATES

Name(s) of Obligors
(Typed/Printed)

Signature(s) of
Obligor(s)

Street Address

City State Zip Code

| FOR BANK USE ONLY | |
|-----------------------|-----------------|
| Loan Officer Initials | Loan Group Name |
| Loan Officer I.D. No. | Loan Group No. |

IL00185.VDM (5/95)

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