

DOCUMENT PREPARED AND RECORDATION REQUESTED BY:

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

DEPT-01 RECORDING 431.50
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43008 * FR *--96-685661
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

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

MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of July 5, 1996 between **Janecyk Construction Company, Inc.**, an Illinois corporation, located at 2307 West 136th Street, Blue Island, Illinois ("Borrower"), **Heritage Trust Company** Successor Trustee to Bremen Bank & Trust Company, not personally, but as Trustee under Trust Agreement dated June 19, 1979 and known as Trust Number 79 1491 ("Grantor" and/or "Mortgagor"), **Catherine M. Janecyk and Daniel R. Janecyk**, residing at 7409 W. 163rd Place, Tinley Park, Illinois ("Guarantors") and **Bank One, Chicago, NA**, with an office located at 8760 West 159th Street, Orland Park, IL ("Lender").

RECITALS

A. Borrower is currently indebted to Lender under various obligations including (without limitation) a Promissory Note dated as of March 23, 1995 and maturing April 5, 2000 in the principal face amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, "Term Note") and a Promissory Note dated as of April 5, 1996 and maturing July 5, 1996 in the principal face amount Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, "Revolving Note"), which Term Note and Revolving Note are secured by various "Security Documents", including without limitation:

- 1) Mortgage, Assignment of Rents, Security Agreement from Grantor to Lender dated March 23, 1995 (as amended, modified, or extended from time to time, "Mortgage") on the property commonly known as 7409 West 163rd Place, Tinley Park, Illinois, legally described in Exhibit "A" attached hereto ("Property"), which Mortgage was recorded with the Cook County Recorder's Office on April 24, 1995 as Document No. 95269129;

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- 2) An Assignment of Leases and Rents from Grantor to Lender dated July 9, 1995 pertaining to the Property ("Assignment of Rents") and recorded with the Cook County Recorder's Office on September 14, 1995 as Document No. 95618951;
- 3) Cross-Collateral/Cross-Default Agreement dated April 5, 1996 executed by Borrower and Guarantors ("CCFDA").

B. Borrower, Grantor, and Guarantors have requested, among other things, an extension of the maturity date of the Revolving Note until August 5, 1997 and an increase in the principal face amount of the Revolving Note from \$250,000.00 to \$350,000.00. Lender is willing to grant such request pursuant to the terms and provisions of this Agreement and a Promissory Note dated July 5, 1996 in the principal face amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, "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 Guarantors acknowledge that the Mortgage, Assignment of Rents, CCCDA and all other Security Documents are in full force and effect.
2. The Mortgage, Assignment of Rents and all other applicable Security Documents continue to be granted as collateral security for repayment of the Term Note and are hereby modified to provide that such instruments are also granted as collateral security for repayment of the Replacement Revolving Note, including 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 hereof, to the same extent as if such future advances were made on the date hereof, 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 \$550,000.00, 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, Assignment of Rents, Security Documents and any other applicable loan or security document(s).**
3. Guarantors hereby ratify and reaffirm their Guaranties.
4. In all other respects, the Mortgage, Assignment of Rents, CCCDA and all other Security Documents are hereby ratified and reaffirmed.

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

Borrower:

Janecyk Construction Company, Inc.,
an Illinois corporation

Catherine M. Janecyk
Catherine M. Janecyk, President

Daniel R. Janecyk
Daniel R. Janecyk, V.P./Secretary

Grantor/Mortgagor:

Anna J. Holcowski Assistant Trust Officer
Heritage Trust Company, Successor Trustee Attest
to Bremen Bank & Trust Company, not personally, but as Trustee under Trust Agreement dated June 19, 1979 and known as Trust Number 79-1491
Linda Lee Lutz Lead Trust Officer

Guarantors:

Catherine M. Janecyk
Catherine M. Janecyk

Daniel R. Janecyk
Daniel R. Janecyk

Lender:

Bank One, Chicago, NA

By: [Signature]
Its: Asst Vice President

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, _____, the undersigned, a notary public in and for the state and

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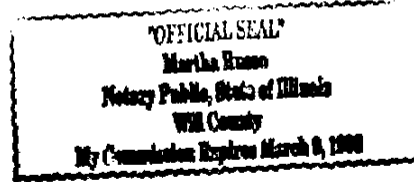
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county aforesaid, DO HEREBY CERTIFY that Catherine M. Janecyk and Daniel R. Janecyk appeared before me in person and acknowledged that (she/he/they) signed the foregoing instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 9th day of August, 1996.

Martha Russo
Notary Public

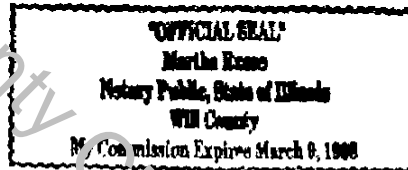


STATE OF ILLINOIS) SS
COUNTY OF Cook)

I, the undersigned, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that John J. Masterson 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 9th day of August, 1996.

Martha Russo
Notary Public



STATE OF ILLINOIS) SS
COUNTY OF _____) CORPORATE NOTARY ATTACHED

I, _____, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that _____ 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 _____ day of _____, 19____.

Notary Public

This document was prepared
by and to be returned to:
Jordan Block/Jack Masterson
Bank One, Chicago, NA
8760 West 159th Street
Orland Park, Illinois 60462

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Exhibit "A"

LOT 569 IN BREMENTOWNE ESTATES UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24; OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 27-24-405-003

COMMONLY KNOWN AS: 7409 W. 163rd Place, Tinley Park, Illinois
60477

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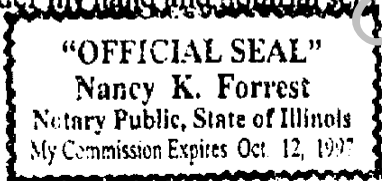
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CORPORATE NOTARY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donna J. Wroblewski and Linda Lee Lutz of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and ^{Land}~~Assistant~~ Secretary, respectively, 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 and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of Aug, 1996



Nancy K. Forrest
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee, are nevertheless, each and every one of the them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HERITAGE TRUST COMPANY

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