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DOCUMENT PREPARED AND
RECORDATION REQUESTED BY:

Bank One, Chicago, NA
208 South LaSalle
Chicago, IL 60604

DEPT-01 RECORDING

\$41.50

TRACER TRAN 9039 11/22/96 15:12:00

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WHEN RECORDED MAIL TO:

Bank One, Chicago, NA
208 South LaSalle
Chicago, IL 60604

DEPT-01 RECORDING

\$41.50

TRACER TRAN 9039 11/22/96 15:19:00

TRACER TRAN 9039 11/22/96 15:12:00

COOK COUNTY RECORDER



MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of September 1, 1996 between Mohawk Electric Construction Company, an Illinois corporation, located at 5520 W. Montrose Avenue, Chicago, Illinois ("Borrower"), LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated June 29, 1981 and known as Trust No. 26-6-25-00 ("Trust"), Gordon G. Thornley and Mary J. Thornley, individually or collectively ("Grantors"), Gordon G. Thornley, individually ("Guarantor") and Bank One, Chicago, NA, with an office located at 208 South LaSalle, Chicago, Illinois 60604 ("Lender").

RECITALS

A. Borrower is currently indebted to Lender under various obligations including (without limitation) a Promissory Note dated as of January 15, 1996 and maturing September 30, 1996 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, "Revolving Note"), which Revolving Note is secured by various "Security Documents", including, without limitation:

- 1) mortgage, assignment of rents, security agreement and financing statement and an Assignment of Rents from Trust and Grantors to Lender dated February 25, 1994 and August 26, 1991 respectively (as amended, modified or extended from time to time) on the property commonly known as 5520 West Montrose Avenue, Chicago, Illinois 60641, which mortgage, assignment of rents, security agreement and financing statement was recorded with the Cook County Recorder's Office on March 9, 1995 as Document Numbers 95161287; and

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2) A Cross-Collateral/Cross-Default Agreement dated January 15, 1996 ("CCFDA").

B. Trust is currently indebted to Lender under various obligations including (without limitation) a Mortgage Note dated as of August 26, 1991 and maturing September 1, 1996 in the principal face amount of 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. "Mortgage Note"), which Mortgage Note is secured by various "Mortgage Security Documents", including, without limitation:

1) Mortgage, Security Agreement and Financing Statement and the Assignment of Rents from Trust to Lender each dated August 26, 1991 (as amended, modified or extended from time to time. "Mortgage" and "Assignment of Rents") on the property commonly known as 5520 West Montrose Avenue, Chicago, Illinois 60641, legally described in Exhibit "A" attached hereto ("Property"), which Mortgage and Assignment of Rents were recorded with the Cook County Recorder's Office on November 14, 1991 as Document Numbers 91598807 and 91598808 respectively; and

2) CCCDA.

C. Borrower and Guarantor have requested, among other things, an extension of the maturity date of the Revolving Note from September 30, 1996 to December 1, 1996. Lender is willing to grant such request pursuant to the terms and provisions of this Agreement, a Promissory Note Modification Agreement dated as of September 1, 1996 ("Borrower Note Modification") and the CCCDA. Borrower acknowledges, agrees, verifies, ratifies and affirms that as of the date hereof, the outstanding principal balance on the Revolving Note is \$183,335.00 plus accrued interest and charges.

D. Trust and Grantors have requested, among other things, an extension of the maturity date of the Mortgage Note from September 1, 1996 to December 1, 1996. Lender is willing to grant such request pursuant to the terms and provisions of this Agreement, a Promissory Note Modification Agreement dated as of September 1, 1996 ("Trust Note Modification") and the CCCDA. Trust and Grantors acknowledge, agree, verify, ratify and affirm that as of the date hereof, the outstanding principal balance on the Mortgage Note is ~~\$188,976.52~~ plus accrued interest and charges.

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

1. Borrower, Trust, Grantors and Guarantor acknowledge that the Mortgage, Assignment of Rents, CCCDA and all other Security Documents and Mortgage Security Documents are in full force and effect.

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2. Pursuant to the terms and provisions of the CCCDA and this Agreement, the Mortgage, Assignment of Rents and all other applicable Security Documents and Mortgage Security Documents are hereby modified to provide that such security documents are also granted as collateral security for repayment of any one or all of the Revolving Note and Mortgage Note, including any future advances under the 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 on such date, 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 and Assignment of Rents 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 \$450,000.00 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 Security Documents, Mortgage Security Documents, Mortgage, Assignment of Rents and any other applicable loan or security documents.

3. Grantors and Guarantor do hereby ratify and reaffirm their Guarantees.

4. In all other respects, Mortgage, Assignment of Rents, CCCDA and all other Security Documents and Mortgage Security Documents are hereby ratified and reaffirmed.

DATED AT CHICAGO, ILLINOIS AS OF THE DATE FIRST ABOVE WRITTEN

Borrower:

Mohawk Electric Construction Company,
an Illinois corporation

By: Gordon G. Thornley
Gordon G. Thornley, Chairman

Trust: See Exhibit 'B' for Trustee's Exoneration Clause

LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated June 29, 1981 and known as Trust No. 26-6325-00

By: Roaming Callen
Authorized Officer(s)
Assistant Vice President

Nancy A. Stack
Attest: ASSISTANT SECRETARY

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Grantors:

Gordon G. Thornley
Gordon G. Thornley

Mary J. Thornley
Mary J. Thornley

Guarantor:

Gordon G. Thornley
Gordon G. Thornley

Lender:

Bank One, Chicago, NA

By: [Signature]
Its: [Signature]

STATE OF ILLINOIS) SS
COUNTY OF Cook)

I, Susan A. Fogel, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that Gordon G. Thornley and Mary J. Thornley appeared before me in person and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 1st day of September, 1996
Susan A. Fogel

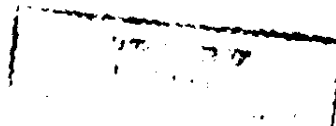
Notary Public



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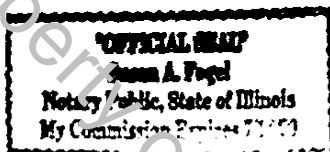
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STATE OF ILLINOIS) SS
COUNTY OF Cook)

I, Susan A Fogel a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that Neal Block 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 1st day of September, 1996
Jordan Block

Notary Public

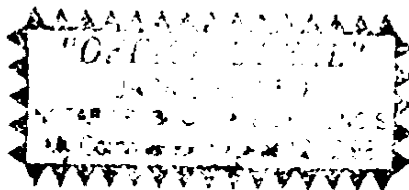


STATE OF ILLINOIS) SS
COUNTY OF Cook)

I, Jackie Felder a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY that Rosemary Collins, Asst. Vice President & Nancy A. Asst. Secretary of LaSalle Nat Bank Trust, N.A. 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 21st day of October, 1996.

Notary Public



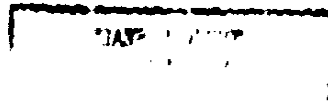
This document was prepared by and to be returned to:

Jordan Block/Susan Fogel
Bank One, Chicago, NA
208 South LaSalle
Chicago, IL 60604

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EXHIBIT "A"

LOTS 25, 26, 27 AND 28 IN WILLIAM H. BRITIGAN'S FIRST ADDITION TO PORTAGE PARK, A SUBDIVISION OF SUNDRY LOTS IN BLOCKS 1, 2 AND 3 IN BRYANT AND BOSWELL'S SUBDIVISION, A SUBDIVISION OF THE WEST 1/3 OF THE SOUTH 1/2 OF LOT 6 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF BLOCK 3 IN DYMOND HOMESTEAD SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 6 IN SCHOOL TRUSTEES' SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

PIN# 13-16-127-030 (Lot 28)
13-16-127-031 (Lot 27)
13-16-127-032 (Lot 26)
13-16-127-033 (Lot 25) Vol. 350

Common Address: 5520 West Montrose Avenue, Chicago, Illinois

13-16-127-033

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT
MORTGAGE (EXTENSION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENT
(MODIFICATION AGREEMENT

Dated September 1, 1996

Under Trust No. 26-6325-00

This instrument is executed **LASALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE NATIONAL TRUST, N.A.** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against **LASALLE NATIONAL TRUST, N.A.** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE NATIONAL TRUST, N.A.**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE NATIONAL TRUST, N.A.**, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE NATIONAL TRUST, N.A.** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Form XX0786
5/1/90

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