

CITICORP

DOCUMENT PREPARED AND RECORDATION REQUESTED BY:

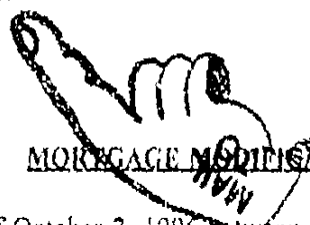
Bank One, Chicago, NA  
14 S. LaGrange Road  
LaGrange, IL 60525

DEPT-01 RECORDING \$29.50

WHEN RECORDED MAIL TO:

Bank One, Chicago, NA  
111 N. Canal Street  
Chicago, IL 60606

T#0013 TRAN 6751 12/09/96 09:51:00  
#9580 + TB \*-96-929050  
COOK COUNTY RECORDER



MORTGAGE MODIFICATION AGREEMENT

AGREEMENT dated as of October 2, 1996 between Jerry Burjan D/B/A Bureau Properties, with an office located at 26 S. LaGrange Road, LaGrange, Illinois 60525 ("Borrower" and/or "Guarantor"); Bank One, Chicago, NA, F/K/A First Illinois Bank of LaGrange, as Trustee U/T/A dated November 14, 1986 A/K/A Trust Number 8553 ("Mortgagor"); and Bank One, Chicago, NA, with an office located at 14 S. LaGrange Road, LaGrange IL 60525 ("Bank").

RECITALS

A. Mortgagor is currently indebted to Bank under various obligations including (without limitation) a Mortgage Note dated as of January 9, 1987 and maturing February 1, 2002 in the principal face amount of Five Hundred Seventy Thousand and 00/100 Dollars (\$570,000.00) (as amended, modified, extended, replaced, renewed, refinanced, consolidated or substituted from time to time, "Mortgage Note"), which Mortgage Note is secured by various "Security Documents" including (without limitation) the following:

1) Mortgage, Security Agreement and Financing Statement dated as of January 9, 1987 (as amended, modified or extended from time to time, "Mortgage") executed by Mortgagor applicable to the property commonly known as 26 S. LaGrange Road, LaGrange, IL 60525 legally described as follows:

SEE ATTACHED EXHIBIT "A"

("the Property"), which Mortgage was recorded with the Cook County Recorder's Office as Document Number 87052430 on January 27, 1987;

2) Assignment of Rents dated as of January 9, 1987 (as amended, modified or extended from time to time, "Assignment of Rents") executed by Mortgagor and Borrower applicable to the Property, which Assignment of Rents was recorded with the Cook County Recorder's Office as Document Number 87052431 on January 27, 1987;

3) Guaranty of Payment and Performance dated January 9, 1987 executed by Guarantor ("Guaranty")

4) Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated January 9, 1987 executed by Borrower ("CABI");

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B. Borrower is currently indebted to Bank under various obligations including (without limitation) a Business Purpose Revolving Promissory Note dated as of March 1, 1996 in the principal face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (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) the following:

1) Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated January 9, 1987 executed by Borrower ("CABI").

C. Borrower has requested that the principal face amount of the Revolving Note be increased to \$250,000.00 from \$100,000.00 and that the maturity date be extended to October 25, 1997 from March 1, 1997.

D. Borrower and Mortgagor request that the Mortgage also be granted as collateral security for the New Revolving Note (as further described herein); and

E. Lender is willing to grant such requests pursuant to the terms and provisions of this Agreement and a Promissory Note dated October 2, 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, "New Revolving Note").

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

1. Borrower and Guarantor do hereby acknowledge that the Mortgage, Assignment of Rents, CABI, Guaranty and other applicable Security Documents are in full force and effect.

2. The Mortgage, Assignment of Rents, CABI and other applicable Security Documents are hereby modified to provide that such instruments are also granted as collateral security for repayment of the New Revolving Note.

3. Guarantor does hereby reaffirm and ratify his Guaranty.

4. The Mortgage, Assignment of Rents, CABI and other applicable Security Documents are hereby modified to provide that such instruments are also granted as collateral security for any future advances under the New Revolving Note, whether such advances are obligatory or to be made at the option of the Bank, 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 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 secured at any one time shall not exceed a maximum principal sum of \$820,000.00, 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 and any other Security Document(s).

5. In all other respects, the Mortgage, Assignment of Rents, CABI Guaranty and other

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applicable Security Document are hereby ratified and reaffirmed.

Dated at LaGrange, Illinois as of the first date written above.

BORROWER:

Jerry Burjan  
Jerry Burjan D/W/A Burcor Properties

BANK:

BANK ONE, CHICAGO, NA  
14 S. LaGrange Road  
LaGrange, IL 60525

By: David M. Weibel  
Its: AOP

GUARANTOR:

Jerry Burjan  
Jerry Burjan

MORTGAGOR:

Bank One, Chicago, NA F/K/A  
First Illinois Bank of LaGrange U/T/A  
dated 11/14/86 A/K/A Trust #8553

RIDER ATTACHED HERETO IS HEREBY  
By: EXPRESSLY MADE A PART HEREOF  
Its: \_\_\_\_\_

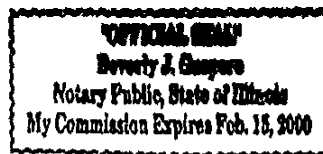
(STATE OF ILLINOIS )

COUNTY OF Cook ) )SS

I, Beverly J. Gaspare, a notary public in and for the state and county aforesaid, DO

HEREBY CERTIFY, that Jerry Burjan 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 2nd day of October, 1996.

Beverly J. Gaspare  
Notary Public



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COOK COUNTY CLERK  
JAMES J. COUGHLIN  
111 N. LAUREL ST. CHICAGO, ILL. 60602

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This Mortgage Modification Agreement

~~THIS MORTGAGE~~ is executed by Bank One, Chicago, NA, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank One, Chicago, NA, as Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Bank One, Chicago, NA personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Bank One, Chicago, NA personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce personal liability of the guarantor, if any.

Bank One, Chicago, NA

f/k/a First Illinois Bank of

LaGrance

not personally, but as Trustee under Trust

No. 8553

By: Lori Trogant  
VP & Land Trust Officer

Attest:

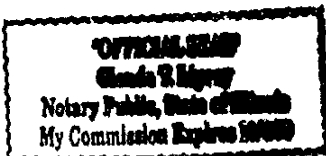
Illeana Gamm  
Pro Secretary

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 the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of Bank One, Chicago, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the Corporate Seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their 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 official seal this 7th day of October 19 96.



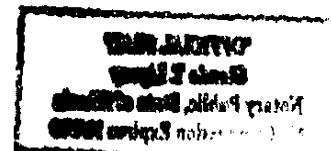
Gladys S. Lippert  
Notary Public

My Commission expires \_\_\_\_\_.

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EXHIBIT A"

Lots 1, 2 and 3 (except the West 5.4 feet of said Lot 3) and except that portion of said lots, described as follows:

Beginning at the South East corner of Lot 1; thence North along the East line of Lot 1 for a distance of 25.4 feet to the intersection of an extension of the center line of the Northerly wall of the brick building located on the Southerly part of said lots, with the East line of Lot 1; thence Southwesterly along the center line of said Northerly wall of said building; for a distance 83/23 feet; thence Northerly and at right angles to the preceding course, 7.46 feet to the center line of the continuation of said Northerly wall; thence Southwesterly along the center line of wall, for a distance of 45.69 feet to the bevelled North West end of the one story garage building; thence Southwesterly along the bevelled end of said garage building, 6.63 feet to a point in a line drawn Northwesterly at right angles from the Southerly line of Lot 3, 23.8 feet from the Southerly line of Lot 3; thence Southeasterly 23.8 feet along said line of the Southerly line of Lot 3; thence Northeasterly 127.14 feet along the Southerly line of said Lots 1, 2 and 3 to the place of beginning, all in Block 23 of the Original Subdivision of LaGrange, being the East 1/2 of the South West 1/4 and the part of the North west 1/4 lying South of the Chicago, Burlington and Quincy Railroad in Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Also

That part of Lots 3 and 4 in Block 2; of the Original Subdivision of LaGrange-bounded and described as follows:

Commencing at the South West corner of said Lot 2; thence Southwesterly along the Southerly line of said Lot 4, 5 feet to a point; thence Northwesterly along a line that is 15 feet Southwesterly of and parallel to the Easterly line of said Lot 4, a distance of 40.70 feet to a point that is 4 feet Southerly from the existing South face of the 8 feet Southeasterly from the said existing Southerly face of said standing brick building, for a distance of 17.50 feet; thence Northwesterly for a distance of 8 feet, to a point on the Southerly face of said building that is 22.40 feet Northeasterly of the South West corner of said building; thence Northeasterly along the Southerly face of existing one story brick building, a distance of 3 feet, more or less to a point in the East line of the West 5.4 feet of said lot 3; thence Southeasterly along the East line of the West 5.4 feet of said Lot 3, for a distance of 48.65 feet, more or less to the Southerly line of said Lot 3; thence Southwesterly in the Southerly line of said Lot 3, to the point of beginning in Cook County, Illinois.

EXCLUDING—

Partial - That part of Lot 3 in Block 23 in the original subdivision of LaGrange, being a subdivision of the East 1/2 of the Southwest 1/2 and that part of the Northwest 1/2 lying south the Chicago, Burlington and Quincy Railroad of Section 4 township 38 North Range 12 East of the third principal meridian described as follows: commencing at the northwest corner of the said Lot 3 and running thence Northwesterly 5.0 feet along the Northerly line of the said Lot 3 for a point of beginning; thence Southeasterly 70.35 feet along the Easterly line of the Westerly 5.40 feet of said Lot 3 to the Southerly face of a building wall; thence Northeasterly 0.80 feet to a point of the Easterly face of a one story brick building; thence Southeasterly along the Easterly face of said building 4.04 feet to the Southwest corner of said building; thence Northeasterly along the face of the Southerly line of said building 21.58 feet to a corner in said building; thence Northwesterly along the face of a wall in said building 8.14 feet to a corner in said building; thence Northwesterly along the face of a Southerly wall of said building 7.93 feet to a corner in said building; thence Northwesterly along the face of a wall in said building 2.10 feet to a corner in said building; thence Northerly along the face of a Southerly wall in said building 4.25 feet to a corner in said building; thence Northwesterly along a face of a wall in said building 4.25 feet to a corner in said building; thence Northeasterly along the face of Southerly wall in said building 6.15 feet; thence Northwesterly 33.87 feet, parallel with the Westerly line of Lot 3; thence Northeasterly 129 feet, parallel with the Northerly line of said Lot 3; thence Northwesterly 26.13 feet, parallel with the Westerly line of said Lot 3, to a point of a Northerly line of said Lot 3; thence Southwesterly 42.00 feet along the Northerly line of said Lot 3, to the point of beginning, in Cook County, Illinois.

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