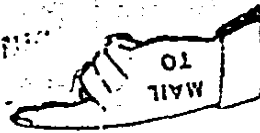


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Prepared by and after recording return to:

Jack Edelbrock
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603



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DEPT-01 RECORDING \$37.50
T#0000 TRAN 5512 12/14/93 11:25:00
#4846 # *-03-019954
COOK COUNTY RECORDER

SECOND AMENDMENT TO CONSTRUCTION MORTGAGE

This Second Amendment to Construction Mortgage (this "Amendment") is made and entered into on December 9, 1993 to be effective retroactively as of July 1, 1992 (the "Effective Date") by and among: PLYMOUTH COURT PARTNERS, an Illinois general partnership having an office c/o Miglin-Beitler, Inc., 181 West Madison Street, Chicago, Illinois 60602 (the "Beneficiary"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee ("Trustee") under Trust Agreement (the "Trust Agreement") dated February 16, 1989, and known as Trust No. 107667-07 (the "Trust"; Beneficiary and Trustee are referred to herein collectively as "Borrower"); and THE SAKURA BANK, LTD. CHICAGO BRANCH (the "Bank"), successor to The Taiyo Kobe Bank, Ltd., Chicago Branch.

RECITALS:

A. Beneficiary and the Bank have entered into a certain Construction Loan Agreement dated as of March 15, 1990 (the "Original Loan Agreement") concerning a certain loan (the "Loan") by the Bank to the Beneficiary relating to the Property (defined hereafter), a significant portion of which is commonly known as "The Chicago Bar Association Building" and is located at 321 South Plymouth Court, Chicago, Illinois (The Original Loan Agreement, as amended by a certain First Amendment to Construction Loan Agreement, Restated Construction Loan Promissory Note, Restated Construction Mortgage, and Restated Guaranty of Payment [the "First Amendment"] dated as of December 15, 1991, by and among the Bank, the Beneficiary, Lee Miglin and J. Paul Beitler and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 24, 1992 as document number 92-195006, as further amended by a certain Modification and Extension Agreement and Amendment to Certain Loan Documents of even date herewith [the "Second Amendment"] by and among the Bank, the Beneficiary, the Trustee, Lee Miglin and J. Paul Beitler and as it may hereafter be further amended, modified or restated from time to time, is referred to herein as the "Loan Agreement".);

B. The Trustee is the owner in fee simple of the real property legally described on Exhibit A hereto the ("Property"), pursuant to the provisions of the Trust Agreement and a certain Deed in Trust dated August 15, 1990, from Beneficiary as grantor to Trustee as grantee. Beneficiary is the sole owner of 100% of the beneficial interest in, and power of direction of, the Trust.

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C. Pursuant to the Loan Agreement, the Beneficiary and the Chicago Bar Association, an Illinois not-for-profit corporation (the "CBA") executed and delivered to the Bank a certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of December 15, 1989, and recorded in the Office of the Recorder of Cook County, Illinois, on January 12, 1990, as document No. 90020474 (the "Original Mortgage"), relating to certain real property described in Exhibit A thereto. The Original Mortgage was amended and restated by that certain Restated Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement from the Beneficiary and the CBA to the Bank, of even date with the Original Loan Agreement and recorded in the Office of the Recorder of Cook County, Illinois, as document No. 90118430 (the "Restated Mortgage"), and by the First Amendment (The Restated Mortgage, as amended by the First Amendment, is referred to herein as the "Pre-Existing Mortgage"; and, the Pre-Existing Mortgage, as further amended hereby and as it may hereafter be further amended, modified or restated from time to time, is referred to herein as the "Mortgage"). Any term capitalized but not specifically defined herein, that is capitalized and defined in the Pre-Existing Mortgage, shall have the same meaning for purposes of this Amendment as it has for purposes of the Mortgage.

D. As a condition to entering into the Second Amendment and to granting the financial and other accommodations contained therein, the Bank has required that the Borrower and the Trustee execute and deliver this Amendment.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, Beneficiary, Trustee and the Bank agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are reiterated here, incorporated herein by reference and made an integral part of this Amendment.

2. Amendment of Pre-Existing Mortgage. The Pre-Existing Mortgage is hereby amended as follows:

2.1 Liabilities. For all purposes of the Mortgage, from and after the Effective Date the term "Liabilities" shall mean and include, in addition to and not in place of, everything which comprised such terms as set out in the Pre-Existing Mortgage, all covenants, obligations and agreements, and the truth of all representations and warranties, encompassed by such term prior to the effectiveness of this Amendment, all covenants, obligations, agreements and the truth of all representations and warranties of Borrower under or with respect to the Loan Agreement.

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2.2 Loan Amount. From and after the Effective Date, all references in the Mortgage to the principal face amount of the Note, the aggregate amount of the Loans or to the sum \$14,000,000.00 shall hereafter be replaced by and deemed to refer to the sum \$12,200,000.00.

2.3 Maturity Date. From and after the Effective Date all references in the Mortgage to the maturity date of the Note, the date on which the principal amount of all Loans is to be repaid, and any and all terms and references of like import shall be replaced by and deemed to mean June 30, 1997 or such earlier date to which such maturity may be accelerated pursuant to the provisions of the Note, the Loan Agreement, or any other Loan Document.

2.4 Borrower. From and after the Effective Date, all references in the Mortgage or any of the other Loan Documents to the Mortgagee shall be deemed to mean and include the Borrower (and all parties constituting Borrower) as that term is defined in this Amendment.

2.5 Loan Agreement; Loan Documents. From and after the Effective Date, all references in the Mortgage to the Loan Agreement shall mean the "Loan Agreement" as defined in Recital A hereto; and all references in the Mortgage to the Loan Documents, whether collectively or individually shall mean and include such documents as defined in the Loan Agreement, including, but without limitation, the Note and that certain Amended and Restated Guaranty of Payment dated as of June 30, 1992 executed and delivered by Beneficiary, Lee Miglin and J. Paul Beitler.

3. Reaffirmation; References. Except to the extent expressly amended by this Amendment, the Pre-Existing Mortgage and all provisions thereof shall in all respects remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

4. Counterparts. This Amendment may be signed in two or more counterparts, and each of such fully executed counterparts shall be deemed an original of this Amendment.

5. Trustee; Exculpation and Authority.

(a) This Amendment is executed by the Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all

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such personal liability of the Trustee, if any, being expressly waived by the Bank and by each and every person now or hereafter claiming any right or security under the Mortgage as amended hereby; provided, however, that nothing herein contained shall in any way limit the liability of the Beneficiary or of any guarantor or other obligor (not including the Trustee) hereunder or under the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

(b) The Trustee hereby warrants that it possesses full power and authority to execute and deliver this instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written, pursuant to proper authority duly granted.

BORROWER:

BENEFICIARY:

PLYMOUTH COURT PARTNERS, an
Illinois general partnership

By: *L. Miglin*

Lee Miglin, one of its two
general partners

By: *J. Paul Beitler*

J. Paul Beitler, one of
its two general partners

TRUSTEE:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally but as Trustee under
Trust Agreement dated
February 16, 1939 and known
as Trust No. 107567-07

By: *[Signature]*

Name: _____

Title: _____

Attest: *[Signature]*

Name: _____

Title: ASSISTANT SECRETARY

BANK:

THE SAKURA BANK, LTD., CHICAGO
BRANCH

By: *[Signature]*

Name: Toyohisa Kato

Title: General Manager

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such personal liability of the Trustee, if any, being expressly waived by the Bank and by each and every person now or hereafter claiming any right or security under the Mortgage as amended hereto, provided, however, that nothing herein contained shall in any way limit the liability of the Trustee or of any co-trustee or agent thereof (and including the Trustee) hereunder or under any other agreement, the terms of the Mortgage or the other loan documents.

(d) The Trustee hereby warrants that it possesses full power and authority to execute and deliver this instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written, pursuant to proper authority duly granted.

BORROWER:

SECRETARY:

PLYMOUTH COURT PARTNERS, an Illinois general partnership

By: _____
Lee M. Miller, one of the two general partners

By: _____
J. Paul Reiter, one of the two general partners

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 15, 1969 and known as Trust No. 1969-02

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK:

THE BANK OF AMERICA, N.A. CHICAGO BRANCH

By: _____
Name: _____
Title: _____

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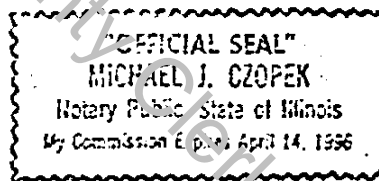
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STATE OF Illinois)
COUNTY OF DeKalb) SS

I, Michael J. Czopek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lee Miglin and J. Paul Beitler, personally known to me to be the general partners of PLYMOUTH COURT PARTNERS, an Illinois general partnership, and 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 severally acknowledged that as such general partners they signed and delivered the said instrument pursuant to proper authority as their free and voluntary acts, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 10th day of December, 1993.

Michael J. Czopek
Notary Public



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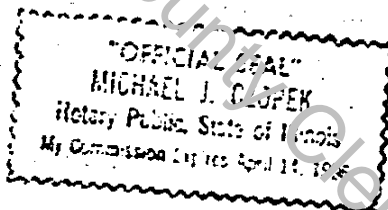
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STATE OF Illinois)
COUNTY OF DeKalb) SS

I, Michael J. Gofek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Toyohisa Kato of THE SAKURA BANK, LTD., CHICAGO BRANCH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Manager, appeared before me this day in person and acknowledged that as such General Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth pursuant to proper authority duly given by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 10th day of December, 1993.

Michael J. Gofek
Notary Public



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321 South Plymouth Ct.

Exhibit A

"UNITS 8 through 16 in the Chicago Bar Association Condominium as delineated on the Plat of survey of the following described Parcel of real estate;

Lots 4 and 5 in Assessor's subdivision of Blocks 2, 5, 8, 11, 14, 17, 20 and 23 in Block 139 in school section addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded January 12, 1990 as document number 90020473 together with its undivided percentage interest in the Common Elements."

Permanent Index Numbers:

17-16-235-027-1008
17-16-235-027-1009
17-16-235-027-1010
17-16-235-027-1014
17-16-235-027-1015
17-16-235-027-1016

17-16-235-027-1011
17-16-235-027-1012
17-16-235-027-1013

Common Address:

321 South Plymouth Court
Chicago, Illinois

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331 South Plymouth Ct.

EXHIBIT A

UNIT 2 located at 16 in the Chicago Bar Association
Ordinance as delineated on the plat of survey of the following
described parcel of real estate:

Lots 4 and 5 in Assessor's subdivision of Block 2, 3, 4,
11, 12, 13 and 14 in Block 22 in school section addition to
Chicago in section 16, Township 18 North, Range 14 East of the
Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to the Ordinance
of Ordinance number January 27, 1955 as amended which
90030471 together with the individual paragraphs referred to in the
Common Ordinance.

Permanent Index Numbers:

17-16-018-027-1008	17-16-018-027-1008
17-16-018-027-1009	17-16-018-027-1009
17-16-018-027-1010	17-16-018-027-1010
17-16-018-027-1011	17-16-018-027-1011
17-16-018-027-1012	17-16-018-027-1012
17-16-018-027-1013	17-16-018-027-1013

Common Address: 331 South Plymouth Court, Chicago, Illinois

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Property of Cook County Clerk's Office

1955 JAN 27 11 11 AM '55

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321 S. Plymouth Ct.

Exhibit B

Permitted Exceptions

Those certain matters identified as Numbers None on
Near North National Title Corporation Commitment No. N890196,
dated November 4, 1993.

Property of Cook County Clerk's Office

0301995-1

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331 2. Plymouth St.

These certain matters mentioned as hereinabove
were held before the National Title Insurance
Commission on November 4, 1951.

Property of Cook County Clerk's Office

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11/4/51