

# UNOFFICIAL COPY

## AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS ("Agreement") is made as of this 15th day of December, 1993 by and among **BARCLAYS BANK, PLC**, a banking corporation organized under the laws of England, acting through its New York Branch, a branch of Barclays Bank, PLC, licensed to do business in the State of New York, and its successors and assigns ("**Lender**"), **LaSALLE NATIONAL TRUST, N.A.** ("**Trustee**"), not personally, but as Trustee under a Trust Agreement dated May 1, 1990, and known as Trust No. 115-532 ("**Trust No. 115-532**"), and also as Trustee under a Trust Agreement dated December 23, 1986, and known as Trust No. 111928 ("**Trust No. 111928**" -- Trust No. 115-532 and Trust No. 111928 are sometimes collectively referred to herein as "**Land Trust**"), and **BALMORAL RIVER PROPERTIES**, an Illinois general partnership, the sole beneficiary and holder of the power of direction under the Land Trust ("**Beneficiary**," and collectively with Land Trust, "**Borrower**"). Lender and Borrower are sometimes collectively referred to herein as the "**Parties**".

### RECITALS

A. Lender and Borrower previously entered into that certain Consolidated, Amended and Restated Loan Agreement dated as of October 9, 1992 ("**Consolidated Loan Agreement**"), which evidences a loan to Borrower from Lender in the original principal amount of Fourteen Million Forty-two Thousand Four Hundred Seventy-nine and 12/100 United States Dollars (U.S. \$14,042,479.12) ("**Loan**").

B. To further evidence the Loan, Borrower executed and delivered to Lender a Consolidated, Amended and Restated Promissory Note dated as of October 9, 1992 in the original principal amount of Fourteen Million Forty-two Thousand Four Hundred Seventy-nine and 12/100 United States Dollars (U.S. \$14,042,479.12) (the "**Note**").

C. Borrower and Lender have entered into a certain Amendment to Consolidated, Amended and Restated Loan Agreement of even date herewith (individually, the "**Amendment to Loan Agreement**," and collectively with the Consolidated Loan Agreement, the "**Loan Agreement**"), pursuant to which Borrower intends to prepay Eight Million Five Hundred Thousand United States Dollars (U.S. \$8,500,000) ("**Prepayment**") of the currently outstanding principal amount of the Loan.

D. Borrower and Lender have entered into a certain Amendment to Consolidated, Amended and Restated Note of even date herewith ("**Amendment to Note**") to reflect the decrease in the principal amount of the Loan, subject to the condition that Borrower actually makes the Prepayment.

E. The Loan is secured by the Loan Documents (as defined in the Consolidated Loan Agreement), including, without limitation, a certain Construction Mortgage dated as of June 6, 1991 and recorded in the Office of the Cook County Recorder of Deeds on June 17, 1991 as Document No. 91291767 ("**RPAC East Mortgage**") and by a certain Mortgage dated as of May 15, 1990 and recorded on May 25, 1990 in the Office of the Cook County Recorder of Deeds as Document No. 90246745 (individually, the "**RPAC West Mortgage**," and collectively with the RPAC East Mortgage, the "**Mortgage**"), which evidence a first priority

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Hopkins & Sutter  
Three First National Plaza  
Suite 3800  
Chicago, IL 60602  
Attention: Scott A. Drane

R107480-9

Box 15  
DKW

4300  
F.D.

T77 304047 DKW D eff Box 15

RECORDING FEE \$43.00  
SEARCH FEE \$12.00  
TOTAL \$55.00  
03052053

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mortgage lien on the Borrower's interest in certain real property legally described on **Exhibits A-1 & A-2** attached hereto, together with any improvements thereon (collectively, the "Project"). The Loan Documents were amended and modified by a certain Modification Agreement dated as of October 9, 1992 between Borrower and Lender, which was recorded on October 20, 1992 in the Office of the Cook County Recorder of Deeds as Document No. 92781315.

F. All defined terms used herein shall have the meanings attributed to them in the Loan Agreement, unless otherwise expressly provided herein.

## **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Unless the specific context of a particular reference or references in the Loan Documents otherwise requires, each and every one of the Loan Documents is hereby amended as follows: (a) all references to the Note, the RPAC East Note or the RPAC West Note shall hereafter mean and be deemed to refer to the Note as modified by the Amendment to Note; (b) all references to the Loan Agreement, the RPAC East Loan Agreement or the RPAC West Loan Agreement shall hereafter mean and be deemed to refer to the Consolidated Loan Agreement as modified by the Amendment to Loan Agreement; (c) all references to the Loan Documents or to any particular Loan Document shall hereafter mean and be deemed to refer to the Loan Documents or to the particular Loan Document as modified by this Agreement as they or it may hereafter be amended, modified, supplemented or restated from time to time; and (d) all references to "U.S. \$14,042,479.12" are changed to "U.S. \$5,016,439.52".

2. The RPAC East Mortgage is hereby modified and amended as follows:

(a) **Section 1(a)** is hereby amended by deleting "FOURTEEN MILLION FORTY-TWO THOUSAND FOUR HUNDRED SEVENTY-NINE AND 12/100 UNITED STATES DOLLARS (U.S. \$14,042,479.12)" and substituting "FIVE MILLION SIXTEEN THOUSAND FOUR HUNDRED THIRTY-NINE AND 52/100 UNITED STATES DOLLARS (U.S. \$5,016,439.52)".

(b) **Section 38** is hereby amended by deleting "\$14,042,479.12" and substituting "\$5,016,439.52".

(c) **Section 42** is hereby amended by deleting "Forty-two Million One Hundred Twenty-seven Thousand Four Hundred Thirty-seven and 36/100 U.S. Dollars (U.S. \$42,127,437.36)" and substituting "Fifteen Million U.S. Dollars (U.S. \$15,000,000)".

3. The RPAC West Mortgage is hereby modified and amended as follows:

(a) **Section 1(a)** is hereby amended by deleting "FOURTEEN MILLION FORTY-TWO THOUSAND FOUR HUNDRED SEVENTY-NINE AND 12/100 UNITED STATES DOLLARS (U.S. \$14,042,479.12)" and substituting "FIVE MILLION SIXTEEN THOUSAND FOUR HUNDRED THIRTY-NINE AND 52/100 UNITED STATES DOLLARS (U.S. \$5,016,439.52)".

(b) **Section 39** is hereby amended by deleting "\$14,042,479.12" and substituting "\$5,016,439.52".

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(c) **Section 41** is hereby amended by deleting "Forty-two Million One Hundred Twenty-seven Thousand Four Hundred Thirty-seven and 36/100 U.S. Dollars (U.S. \$42,127,437.36)" and substituting "Fifteen Million U.S. Dollars (U.S. \$15,000,000)".

4. Except as amended hereby or by another instrument in writing signed by all of the Parties, the Loan Agreement and the other Loan Documents are and shall remain in full force and effect, unmodified, and are hereby ratified and reaffirmed.

5. This Agreement shall inure to the benefit of and be binding upon, the Parties and their respective successors and permitted assigns. This Agreement shall be governed by the internal laws of the State of Illinois without giving effect to Illinois choice of laws principles.

6. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement.

7. This Agreement has been executed by LaSalle National Trust, N.A., 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 LaSalle National Trust, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LaSalle National Trust, N.A. personally to pay the Loan or any indebtedness accruing hereunder or to indemnify, hold harmless or reimburse Lender for any costs, claims, losses or damages of any nature, all such liability, if any, being expressly waived by Lender, and that so far as said Trustee personally is concerned, the Lender shall look solely to the Premises and any other property and collateral subject to the Loan Documents for the payment thereof, by the enforcement of the liens created by the Mortgage and the other Loan Documents; provided, however, nothing herein or in any exculpatory stamp affixed hereto by Trustee shall affect or limit the personal liability of the Beneficiary or Guarantors under any of the Loan Documents.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**LENDER:**

**BARCLAYS BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**LaSALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid

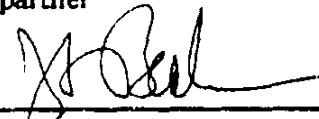
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BALMORAL RIVER PROPERTIES**, an Illinois general partnership

By: **HAWTHORN-BALMORAL LIMITED PARTNERSHIP**, an Illinois limited partnership  
Its: General Partner

By: **J.S.B. Corp.**, an Illinois corporation, its sole general partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: **JOSEPH S. BEALE**, an individual  
Its: General Partner

By: **SIMON-BALMORAL DEVELOPERS LIMITED PARTNERSHIP**, an Indiana limited partnership  
Its: General Partner

By: **Simon-Balmoral, Inc.**, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**LENDER:**

**BARCLAYS BANK PLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

**LaSALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BALMORAL RIVER PROPERTIES**, an Illinois general partnership

By: **HAWTHORN-BALMORAL LIMITED PARTNERSHIP**, an Illinois limited partnership  
Its: General Partner

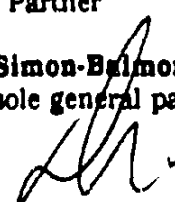
By: **J.S.B. Corp.**, an Illinois corporation, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Its: **JOSEPH S. BEALE**, an individual  
General Partner

By: **SIMON-BALMORAL DEVELOPERS LIMITED PARTNERSHIP**, an Indiana limited partnership  
Its: General Partner

By: **Simon-Balmoral, Inc.**, its sole general partner

By:   
Name: David Simon  
Title: Vice President

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**LENDER:**

**BARCLAYS BANK PLC**

By: Michael Nash  
Name: Michael Nash  
Title: Vice President

**BORROWER:**

**LaSALLE NATIONAL TRUST, N.A.**, not personally but solely as Trustee as aforesaid

By: [Signature]  
Name: LaSalle Bank  
Title: Vice President  
Attest: Nancy A. Stack  
Name: Nancy A. Stack  
Title: Trustee

**BALMORAL RIVER PROPERTIES**, an Illinois general partnership

By: **HAWTHORN-BALMORAL LIMITED PARTNERSHIP**, an Illinois limited partnership  
Its: General Partner

By: **J.S.B. Corp.**, an Illinois corporation, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: JOSEPH S. BEALE, an individual  
Its: General Partner

By: **SIMON-BALMORAL DEVELOPERS LIMITED PARTNERSHIP**, an Indiana limited partnership  
Its: General Partner

By: **Simon-Balmoral, Inc.**, its sole general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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STATE OF INDIANA )  
                          ) SS  
COUNTY OF MARION)

I, Kimmi R. O'Brien, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that David Simon, a Vice President  
of SIMON BALMORAL, INC., the managing general partner of SIMON-  
BALMORAL DEVELOPERS LIMITED PARTNERSHIP, a general partner of BALMORAL RIVER  
PROPERTIES, 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  
and delivered said instrument as such officer, as his own free and voluntary act and as the free  
and voluntary act of such corporation on behalf of BALMORAL RIVER PROPERTIES, for the  
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of December  
1993.

Kimmi R. O'Brien  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

KIMMI R. O'BRYAN, Notary Public  
County of Residence: Marion  
My Commission Expires Dec. 6, 1996

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Stephen P. Sandler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH S. BEALE, individually, as a general partner of BALMORAL RIVER PROPERTIES and as the President of J.S.B. CORP., the managing general partner of HAWTHORN-BALMORAL LIMITED PARTNERSHIP, a general partner of BALMORAL RIVER PROPERTIES, 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 and delivered said instrument as such officer of corporation, as his own free and voluntary act and as the free and voluntary act of such corporation on behalf of BALMORAL RIVER PROPERTIES, for the uses and purposes therein set forth.

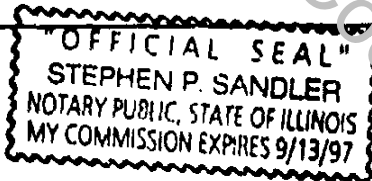
GIVEN under my hand and Notarial Seal this 13th day of December, 1993.

*Stephen P. Sandler*  


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NOTARY PUBLIC

My Commission Expires:



Notary Public of Cook County Clerk's Office



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NEW YORK  
STATE OF ILLINOIS )  
(NEW YORK) SS  
COUNTY OF COOK )

I, LESLIE S. ARMSTRONG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL NASH, a VICE PRESIDENT of BARCLAYS BANK PLC, 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 and delivered said instrument as such officer, as his own free and voluntary act and as the free and voluntary act of such corporation on behalf of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of DECEMBER, 1993.

Leslie S. Armstrong  
NOTARY PUBLIC

My Commission Expires:

LESLIE S. ARMSTRONG  
Notary Public, State of New York  
No. 31-4832913  
Qualified in New York County  
Commission Expires July 31, 1996

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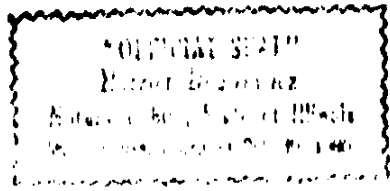
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinna Bak, a ~~Vice President~~ of LaSALLE NATIONAL TRUST, N.A., not personally, but solely as Trustee under Trust Agreement dated May 1, 1990, and known as Trust No. 115-532, and also as Trustee under Trust Agreement dated December 23, 1986, and known as Trust No. 111928, 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 and delivered said instrument as such officer, as his own free and voluntary act and as the free and voluntary act of such corporation on behalf of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of Dec, 1993.

*Harriet Denisewicz*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A-1

ALL OF LOT 3 (EXCEPT THE NORTH 410 FEET THEREOF, INCLUDING IN THIS EXCEPTION THE PORTION LYING IN BRYN MAWR AVENUE, ALSO EXCEPT THAT PORTION OF SAID LOT 3 WHICH LIES WEST OF A LINE 40 FEET EASTERLY OF, PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULTE STE. MARIE RAILROAD; ALSO EXCEPT THE EAST 33 FEET THEREOF) IN FREDERICK JOSS' DIVISION OF THAT PART OF THE NORTH ¼ OF THE NORTH EAST ¼ OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EASTERLY OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULTE STE. MARIE RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 12-09-200-061

Property Address: 5420 North Pearl Street  
Rosemont, Illinois

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## EXHIBIT A-2

LOT 2 IN RPAC-1 SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 19, 1992 AS DOCUMENT NO. 92774169, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:      12-10-100-014 (Affects part of the land)  
   12-10-100-007 (Affects part of the land and other property)  
   12-10-100-021 (Affects part of the land and other property)  
   12-10-100-107 (Affects part of the land and other property)

Property Address:                      Vacant Land on River Road, South of Balmoral Avenue,  
   Rosemont, Illinois

Property of Cook County Clerk's Office

03052058