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AMENDMENT TO MORTGAGE DOCUMENTS

This Amendment to Mortgage Documents (this "Amendment") is made as of December 27, 1993 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as Trustee ("Trustee") under the provisions of a Trust Agreement dated December 11, 1985 and known as Trust Number 66268 (the "Trust") and GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation, having offices at 8515 E. Orchard Road, Englewood, Colorado 80111 ("Lender"), and joined in by Huntington Plaza Partnership, an Illinois general partnership ("Beneficiary" and, collectively with Trustee, "Borrower").

RECITALS:

A. Trustee executed and delivered a Mortgage Note dated March 14, 1988, payable to the order of The Great-West Life Assurance Company, a Canadian corporation ("Great-West"), in the original principal sum of \$2,900,000.00, bearing interest at the rate of 10.125% per annum and with a maturity date of April 1, 1995 (the "Note").

B. The Note is secured by a Mortgage dated of even date with the Note made by Trustee to Great-West (the "Mortgage"), encumbering the following described real estate and other property and interests owned by Borrower in conjunction therewith (collectively with said real estate, the "Mortgaged Premises"):

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

JOHN L. WAHLERS, ESQ.
FISCHER, KENDLE & WAHLERS
221 N. LASALLE STREET, SUITE 3410
CHICAGO, ILLINOIS 60601

PIN: 02-30-100-007

PROPERTY ADDRESS: 1600-1650 WEST ALGONQUIN ROAD
HOFFMAN ESTATES, ILLINOIS 60195

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1. Effective December 27, 1993, the interest rate on the Loan shall be 7.50% per annum, and the principal balance of the Loan as of such date is \$2,800,699.81. The Default Rate, as defined in the Note and Mortgage, shall be 9.50% per annum.
2. The maturity date of the Note is extended to May 1, 1999.
3. Borrower shall pay a monthly installment of interest only for February, 1994 in the amount of \$18,100.00. On March 1, April 1 and May 1, 1994, Borrower shall pay monthly installments in the amount of \$17,505.00.
4. On June 1, 1994 and on the first day of each month thereafter until the maturity date of the Loan, Borrower shall pay monthly installments in the amount of \$23,687.00. Such monthly payments shall be calculated based upon an amount (rounded up to the nearest dollar and given an interest rate of 7.50% per annum) sufficient to fully amortize the principal balance of the Loan existing as of May 31, 1994 (\$2,803,217.22) by May 31, 2012 (i.e. an 18-year amortization schedule).
5. On May 1, 1999, the entire unpaid principal balance and all accrued but unpaid interest thereon shall be due and payable.
6. All sums due under the Mortgage Documents shall be paid to Lender at 8515 East Orchard Road, Englewood, Colorado, 80111, Attn: Mortgage Administration, or at such other place or places as Lender, or any subsequent holder of the Note, may from time to time in writing designate.
7. Beneficiary represents and warrants to Lender that the Leases subject to the Specific Assignment are the leases to the tenants listed on Exhibit A attached hereto.
8. Borrower shall pay, promptly after demand therefor, all fees, costs and expenses incurred by Lender in conjunction with this Amendment, including attorneys' fees, recording fees, premiums for endorsements to Lender's title insurance policy, escrow fees, charges for UCC searches, credit reports and for review of financial statements, fees for filing of additional UCC Financing Statements, and trustee's fees. In the event Borrower fails to pay any and all such fees, costs and expenses when due, and such failure remains uncured more than 30 days after written notice thereof given to Borrower from Lender, such failure shall constitute a Non-Monetary Default as defined in the Note and Mortgage. In such event, Lender may, without waiving any right or remedy available to it by reason of such Non-Monetary Default, pay such unpaid fees, costs and expenses and add the same to the principal balance of the Loan or continue to bill Borrower separately for same. Any such unpaid items which are added to the principal balance of the Loan, and any other fees, costs, expenses or delinquent interest advanced by Lender pursuant to the Mortgage Documents whether or not added to the principal balance of the Loan, shall be due and payable to Lender no later than 15 days after written notice thereof given to Borrower, together with interest thereon at the Default Rate, provided that such written notice may not be given more often than quarterly during the term of the Loan.

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9. At any time hereafter, Borrower may prepay in full the outstanding balance of the Loan, without penalty, but including any fees, costs, expenses and accrued but unpaid interest due thereon, provided Borrower gives Lender at least 30 days prior written notice of such prepayment.

10. Notices may be given as provided in Section 45 of the Mortgage, but shall be addressed as follows:

- (a) If to Lender, to:
Great-West Life & Annuity Insurance Company
8515 East Orchard Road
Englewood, Colorado 80111
Attn: Mortgage Administration
- (b) If to Trustee or Beneficiary, to:
Huntington Plaza Partnership
1564 West Algonquin Road
Hoffman Estates, Illinois 60195
Attn: Mr. Craig Whitehead

11. Section 4 of the Mortgage requires Borrower to pay to Lender, in addition to and concurrently with the monthly installments of principal and interest, monthly installments for deposit in an escrow account ("Escrowed Sums") for payment of real estate taxes on the Mortgaged Premises. Lender has previously waived the requirement for payment of such Escrowed Sums. Commencing with the April 1, 1994 monthly installment, the requirements of Section 4 of the Mortgage shall be reinstated, and Borrower shall pay an installment for Escrowed Sums in the amount of \$12,500.00 with said April 1, 1994 installment of interest only and with each monthly installment of interest only or of principal and interest due thereafter until Lender adjusts said installment for Escrowed Sums as provided in said Section 4.

(a) Beneficiary shall pay a one-time tax service set up premium, equal to \$247.00 (a base amount of \$55.00, plus \$8.00 per \$100,000.00 increment over \$400,000.00 of the face amount of the Note), to set up and service the tax escrow account. Lender shall hold the Escrowed Sums to be used for taxes in an interest-bearing account provided that Beneficiary shall pay an additional charge of \$300.00 annually, payable on April 1, 1994 and on each anniversary of said date.

(b) The Escrowed Sums may be commingled with Lender's other funds and, except as provided above, may be held by Lender in non-interest-bearing accounts. Upon assignment of this Mortgage, Lender shall have the right to pay over the balance of the Escrowed Sums then in its possession to its assignee whereupon Lender shall then become completely released from all liability with respect thereto. Upon full payment of the Loan or at such earlier time as Lender may elect, the balance of the Escrowed Sums in its possession shall be paid over to Beneficiary, and no other party shall have any right or claim thereto.

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(c) If no Event of Default, as defined in the Mortgage, shall have occurred and be continuing, the Escrowed Sums shall, at the option of Lender, be repaid to Beneficiary upon Beneficiary's request, in amounts and at such times as may be required to allow Beneficiary to satisfy Beneficiary's obligations under the Mortgage Documents to pay the taxes, or be paid directly to the payee entitled thereto. If such an Event of Default shall have occurred and be continuing hereunder, however, Lender shall have the additional option of crediting the full amount of the Escrowed Sums against the Loan.

(d) Mortgagee reserves the right to again waive (which waiver must be in writing) the payment by Beneficiary to Lender of the Escrowed Sums, and, in the event Lender does so waive such payment, it shall be without prejudice to Lender's rights to insist, at any subsequent time or times, that such payments be made in accordance herewith and with the Mortgage.

12. Except as expressly amended by the terms and provisions of this Amendment, the terms, conditions, covenants, agreements, representations and warranties contained in the Mortgage Documents shall remain in full force and effect and are hereby expressly ratified and confirmed.

13. This Amendment is executed by Trustee, not personally, but as trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and invested in it as such trustee, and Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Trustee under this Amendment or under the Mortgage Documents described herein, all such personal liability being hereby expressly waived by Lender, and Lender's only recourse against Trustee being limited to the Mortgaged Premises, as defined in the Mortgage, and other collateral and property given as security for the payments due to Lender, as evidenced and provided for in the Mortgage Documents.

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IN WITNESS WHEREOF, Lender and Trustee have executed this Amendment as of the date and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under the provisions of Trust Agreement dated December 11, 1985 and known as Trust No. 66268

Property of Cook County

By: [Signature]
Name: J. MICHAEL WHELAN
Title: VICE PRESIDENT

Attest: [Signature]
Name: Peter Johanson
Title: ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

This instrument was acknowledged before me on NOV 21 1994, 1994 by J. MICHAEL WHELAN, as Vice President of American National Bank and Trust Company of Chicago, an national banking association and Peter Johanson, as Assistant Secretary of American National Bank and Trust Company of Chicago, on behalf of said entity.

04026161



[Signature]
Notary Public

Great-West Life & Annuity Insurance Company



By: [Signature]
Name: R.H. OLSON, VICE PRESIDENT
Title: MORTGAGE INVESTMENTS

By: [Signature]
Name: JOHN M. STEWART
Title: AUTHORIZED SIGNATURE

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STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on November 16, 1994 by R.H. Oleson, Vice-President, Mortgage Investments ~~of~~ _____, authorized signatory for Great-West Life & Annuity Insurance Company, a Colorado corporation.



Notary Public
Elizabeth A. Whitaker
My Commission Expires: September 14, 1996

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on November 16, 1994 by John M. Stewart, Authorized Signatory ~~of~~ _____, authorized signatory for Great-West Life & Annuity Insurance Company, a Colorado corporation.



Notary Public
Elizabeth A. Whitaker
My Commission Expires: September 14, 1996

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JOINDER TO AMENDMENT BY BENEFICIARY

In consideration of the Amendment to Mortgage Documents to which this Joinder is attached (the "Amendment"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being the sole owner of 100% of the beneficial interest in and to the Trust of which Borrower is Trustee (the "Trust"), and the sole holder of the power of direction of said Trust, hereby agrees as follows. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in said Amendment:

1. The undersigned consents to the terms and conditions of the Amendment and ratifies and confirms its obligations under the Agreement Assuming Personal Liability dated March 14, 1988 and described in said Amendment.
2. The undersigned consents to and joins in the granting to Lender of the liens and security interests described in the Mortgage Documents, and hereby grants to Lender a security interest in and to any interest the undersigned and the undersigned's successors and assigns may have in the Mortgaged Premises described in the Mortgage, the Leases and Rents described in the Assignment and Specific Assignment and the Collateral described in the Security Agreement, subject to the terms and conditions of the Mortgage Documents, as amended by the Amendment.
3. The undersigned acknowledges and agrees that its leasehold interest and/or right of possession of the Mortgaged Premises is subject and subordinate to the liens, security interests, rights and remedies of Lender contained in the Mortgage Documents.
4. The undersigned has or will duly authorize and direct Trustee to execute and delivery the Amendment and, in so doing, acknowledges that Trustee will be bound by restrictions on transfer and encumbrance contained in the Mortgage Documents, as amended by the Amendment, including restrictions on the transfer and encumbrance of the beneficial interest in the Trust, and further acknowledges that Trustee will be bound by the waiver of its statutory right of redemption and certain other waivers contained in the Mortgage Documents of the rights and remedies of Trustee.
5. The undersigned shall execute and deliver to Lender UCC Financing Statements and any other documents reasonably required by Lender to perfect Lender's first priority liens and security interests in and to said Mortgaged Premises, Leases, Rents and other Collateral.
6. Except as provided in the Agreement Assuming Personal Liability, or in any of the other Mortgage Documents, nothing contained in this Joinder or in the Amendment shall be deemed or construed to create any personal liability on the part of the undersigned for the repayment of the principal and interest or any other sums due under the Note and other Mortgage Documents or for the performance of any other of the terms, covenants, conditions and agreements contained in the Mortgage Documents.

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HUNTINGTON PLAZA PARTNERSHIP

By: [Signature]
Name: Craig Whitehead
General Partner

By: [Signature]
Name: Mark Lambert
General Partner

STATE OF ILLINOIS)
COUNTY OF COOK)

This instrument was acknowledged before me on September 6, 1994 by Craig Whitehead as general partner of Huntington Plaza Partnership, an Illinois general partnership.

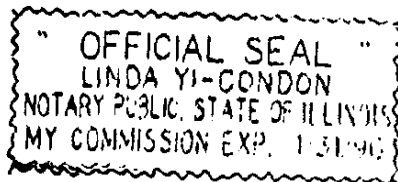
[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)



This instrument was acknowledged before me on September 6, 1994 by Mark Lambert as general partner of Huntington Plaza Partnership, an Illinois general partnership.

[Signature]
NOTARY PUBLIC



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Lot 3 in Huntington Plaza being a subdivision of part of the West 1/2 of the North West 1/4 of Section 30, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat of Subdivision recorded July 24, 1987 as Document 87407887, in Cook County, Illinois.

which real estate is located at 1600-1650 West Algonquin Road, Hoffman Estates, Illinois, and which Mortgage was recorded in Cook County, Illinois on March 17, 1988 as Document No. 88110736.

C. The Note is further secured by other documents (which, together with the Note and Mortgage, are herein collectively referred to as the "Mortgage Documents"), including but not limited to the following, all dated of even date with the Mortgage, unless otherwise indicated:

(i) Assignment of Leases and Rents made by Trustee to Great-West and recorded in Cook County, Illinois on March 17, 1988 as Document 88110738 (the "Assignment");

(ii) Specific Assignment of Leases and Rents made by Trustee to Great-West and recorded in Cook County, Illinois on March 17, 1988 as Document No. 88110737 (the "Specific Assignment");

(iii) Security Agreement - Chattel Mortgage made by Trustee to Great-West (the "Security Assignment"); and

(iv) Agreement Assuming Personal Liability made by Beneficiary as owner of 100% of the beneficial interest in and to the Trust.

D. The right, title and interest of Great-West in and to the Mortgage Documents was assigned to Lender by assignment documents dated November 15, 1990, one of which was recorded in Cook County, Illinois on December 3, 1990 as Document No. 90585133, and Lender is now the owner and holder of the Mortgage Documents and of the indebtedness (the "Loan") evidenced and secured thereby.

E. The liens and security interest held by Lender in and to certain fixtures and personal property comprising a part of the Mortgaged Premises described in the Mortgage is further evidenced by UCC Financing Statements executed by Trustee and/or Beneficiary.

F. Pursuant to Lender's letter dated February 15, 1994 and accepted by Beneficiary (the "Commitment Letter"), Beneficiary and Lender have agreed to amend the terms and conditions of the Loan as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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