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ASSIGNMENT MODIFICATION AGREEMENT
of Mortgage document 26,964,318

This Assignment Modification Agreement (the "Agreement") dated as of September 30, 1985, between Helix Limited ("Helix"), as owner of 100% of the beneficial interest in and the sole beneficiary of Chicago Title and Trust Company Trust Number 1083877 established pursuant to Trust Agreement dated July 26, 1983 (the "Land Trust"), Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee") under Trust Indenture (the "Indenture") dated as of December 1, 1983, between Trustee and the City of Chicago, Illinois, and American National Bank and Trust Company of Chicago ("American"), has reference to the following facts and circumstances:

A. Helix has heretofore executed and delivered to the City of Chicago, Illinois (the "City"), as issuer pursuant to the Indenture of City of Chicago, Illinois Economic Development Limited Obligation Revenue Bonds (Helix Limited Project) Series 1983 (the "Bonds"), and Continental Illinois National Bank and Trust Company of Chicago, in its individual capacity and not in its capacity as the Trustee under the Indenture ("Continental"), a certain Assignment and Security Agreement (Beneficial Interest in Land Trust) (the "Collateral ABI") pertaining to the Land Trust;

B. Pursuant to the Indenture, all rights, titles and interests of the City in, to and under the Collateral ABI have been assigned to the Trustee;

C. The Collateral ABI secures, inter alia, (i) the payment by Chicago Title and Trust Company, as Trustee under the Land Trust as aforesaid ("Obligor"), of all liabilities

Prepared by and mail to:
Juri E. Saks
KATHEN, MUCHIN, ZAVIS, PEARL & GALLER
525 W. MONROE ST
SUITE 1600
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CCH

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of the Land Trustee to the City under Economic Development Note dated December 30, 1983 and issued by Obligor in the principal amount of \$3,600,000 to the order of the City in connection with the Bonds and (ii) the payment and performance by Obligor and Helix of all liabilities and obligations of said parties to Continental under Agreement to Issue Letter of Credit (the "Reimbursement Agreement") dated December 1, 1983, pursuant to which Reimbursement Agreement Continental issued an irrevocable Letter of Credit (the "Continental Letter of Credit") for the benefit of the Trustee on behalf of the holders of the Bonds;

D. American has agreed to issue an irrevocable letter of credit in substitution for the Continental Letter of Credit, which undertaking is acceptable to Obligor, Helix, the Trustee and Continental and in furtherance thereof, Obligor, Helix, Continental and American have executed and delivered First Amendatory Agreement of even date herewith, amending, in certain respects, the Reimbursement Agreement (the "First Amendatory Agreement"); and

E. In conformity with the foregoing amendment to the Reimbursement Agreement, the parties hereto desire to amend the Collateral ABI as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, receipt thereof is hereby acknowledged by each of the parties hereto, Helix, the Trustee and American agree, that notwithstanding anything to the contrary contained in the Collateral ABI, effective as of the date hereof, the Collateral ABI is hereby modified as follows:

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1. The term "Credit Bank" is hereby amended, in all references in the Collateral ABI, to mean American.

2. The term "Reimbursement Agreement" is hereby deemed to refer to the Reimbursement Agreement as amended by the First Amendatory Agreement.

3. Section 2 is hereby amended by adding the following to the end of the Section: "Notwithstanding anything herein contained to the contrary, Beneficiary shall be permitted to encumber and grant a security interest in the Collateral to American National Bank and Trust Company of Chicago".

4. Except as modified herein, the Collateral ABI shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ASSIGNOR:

Helix Limited, a Delaware corporation

By: 
Its President

Attest:

By: 
Its Secretary

Accepted as of this 30 day of September, 1985

Continental Illinois
National Bank and Trust
Company of Chicago, a
national banking
association as Trustee
under Indenture of Trust
as aforesaid

By: 
Its Second Vice President

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Attest

By: *[Signature]*
ITS TRUST OFFICER

American National Bank and Trust Company of Chicago, a national banking association

By: *[Signature]*
ITS Commercial Banking Officer

Attest

By: *[Signature]*
ITS Second Vice President

The above and foregoing Assignment Modification Agreement is hereby acknowledged and consented to as of this 30 day of September, 1985.

Continental Illinois National Bank and Trust Company of Chicago, in its individual capacity and not as Trustee under Indenture of Trust hereinabove referred to

By: *[Signature]*
ITS 2nd V.P.

The above and foregoing Assignment Modification Agreement is hereby acknowledged and accepted as of this 30 day of September, 1985

Chicago Title and Trust Company, Trustee under Trust No. 1083877 dated July 26, 1983 AND NOT PERSONALLY

By: *[Signature]*
ITS ASST. VICE PRESIDENT

It is expressly understood and agreed by and between the parties hereto that the above and foregoing Assignment Modification Agreement is hereby acknowledged and consented to as of this 30 day of September, 1985. The undersigned hereby certifies that the above and foregoing Assignment Modification Agreement is a true and correct copy of the original and that the same has been duly filed for record in the office of the Cook County Clerk. The undersigned hereby certifies that the above and foregoing Assignment Modification Agreement is a true and correct copy of the original and that the same has been duly filed for record in the office of the Cook County Clerk. The undersigned hereby certifies that the above and foregoing Assignment Modification Agreement is a true and correct copy of the original and that the same has been duly filed for record in the office of the Cook County Clerk.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3 and the North 1/2 of Lot 4 in South Lockwood Brown's Subdivision of the North 1/2 of Block 23 of Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1, 2, 3, 4, 5 and 6 in Pigot & Bridge's Subdivision of the South 1/2 of Lot 4 and all of Lots 5, 6 and 7 in South Lockwood Brown's Subdivision of the North 1/2 of Block 23 of Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 8, 9, 10, 11 and 12 in South Lockwood Brown's Subdivision of the North 1/2 of Block 23 of Canal Trustee's Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.T. N. 17-17-117-011
17-17-117-012
17-17-117-013
17-17-117-014 B

Address: 310 S. Racine Ave.
Chicago, Ill.

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