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THIS SUPPLEMENTAL INDENTURE, dated as of April 1, 1985, is between VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS (the "Issuer"), a home rule unit of government duly organized and existing under and by virtue of the Constitution and laws of the State of Illinois, and UNITED STATES TRUST COMPANY OF NEW YORK (the "Trustee"), a corporation duly organized and existing with its principal corporate trust office located at 45 Wall Street, New York, New York 10005.

RECITALS

A. The Issuer has heretofore executed and delivered a certain Indenture of Trust dated as of October 1, 1984 (the "Indenture") between the Issuer and the Trustee pursuant to which the Issuer issued and sold on November 2, 1984 its Floating Rate Monthly Demand Industrial Development Revenue Bonds, Series 1984 (La Quinta Motor Inns, Inc. Project) in the aggregate principal amount of \$4,800,000 (the "Bonds").

B. Subsequent to the sale of the Bonds and in connection with the rating of the Bonds certain modifications have been requested to the Bonds and the Indenture and are hereinafter set forth.

C. The execution and delivery of this Supplemental Indenture have been duly authorized and all things necessary to make this Supplemental Indenture a valid and binding agreement have been done.

NOW, THEREFORE, in consideration of the premises and one dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt of which is hereby acknowledged, the Issuer and the Trustee hereby agree to modify the Indenture as follows:

ARTICLE FIRST

The following sentence is hereby added at the end of the subparagraph identified as [19](b)(1) in the form of the Bond which is found at page 11 of the Indenture:

Any such tax indemnification payment shall be payable only out of Available Moneys and shall be made by the Company to the Trustee within 10 days following receipt of written notice of the occurrence of a Determination of Taxability and, to the holder thereof, not more than 140 days after the date of Determination of Taxability requiring such payment. "Available Moneys" shall mean moneys which have been on deposit with the Trustee for at least 123 days during which no petition by or against the Company under any bankruptcy act or under any similar act which may be hereafter enacted shall have been filed unless such petition shall have been dismissed and such dismissal shall be final and not subject to appeal, and the proceeds from the investment thereof.

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ARTICLE SECOND

At the end of the first sentence of the definition of "Alternate Letter of Credit" in Section 101 of the Indenture, which is found on page 16 thereof, the words "provided, however, that each Alternate Letter of Credit shall have a term of at least one (1) year" shall be added so that such definition reads as follows:

"Alternate Letter of Credit" means an irrevocable letter of credit issued in accordance with Section 4.5(b) of the Agreement and shall include any letter of credit substituted therefor in a reduced amount but otherwise having terms identical to such irrevocable letter of credit when issued, provided, however, that each Alternate Letter of Credit shall have a term of at least one (1) year.

ARTICLE THIRD

There shall be deleted from the end of Section 305 of the Indenture, which is found on page 33 thereof, the words "but nothing contained in this Section 305 shall prohibit the Trustee from using such moneys for the payment of the principal of, premium, if any, and interest on the Bonds, regardless of whether the same are Available Moneys" so that after such deletion Section 305 shall read as follows:

SECTION 305. TRUSTEE AUTHORIZED TO DRAW ON LETTER OF CREDIT. The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to draw moneys under the Letter of Credit in accordance with the amounts available thereunder as shall be necessary (a) to make timely payment of the principal of and interest on Bonds (except with respect to the principal amount of Bonds held by the Bank pursuant to the terms of the Pledge Agreement) to the extent Bonds proceeds and other moneys in the Bond Fund or the Construction Fund are not available for such payment in accordance with the provisions of Section 304 of this Indenture and (b) to make timely payments as provided in Section 404 hereof. For purposes of this Section 305 and 404 hereof, moneys in the Bond Fund derived from payments made by the Company other than transfers pursuant to Section 307 and 308, shall be deemed not to be available for payment of the Bonds unless such moneys constitute "Available Moneys" (within the meaning of Section 1201 hereof).

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ARTICLE FOURTH

The second to the last sentence of Section 404(d) of the Indenture, which is found on page 38 thereof, is hereby modified by deleting the words "one hundred twenty (120) days beyond the term of the Letter of Credit" and substituting in lieu thereof the words "one (1) year from the date of its issuance" so that the sentence with such modification reads as follows:

If, subsequent to the commencement of the giving of such notice, and before the giving of notice of redemption of Bonds under Section 601(B)(2) pursuant to

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Section 602, an Alternate Letter of Credit is delivered to the Trustee in compliance with paragraph (c) of this Section 404 with a term that extends at least one (1) year from the date of its issuance, then the corresponding redemption of Bonds under Section 601(B)(2) shall not occur and the Trustee shall give notice of such provision of the Alternate Letter of Credit, which notice shall specify (i) that the giving of notice of the expiration of the term of the Letter of Credit has been commenced, (ii) that subsequent to the commencement of the giving of such notice provision has been made for such Alternate Letter of Credit and (iii) the date that the term of the Alternate Letter of Credit will expire.

ARTICLE FIFTH

The second paragraph of Section 501 of the Indenture, which is found on page 38 thereof, is hereby modified by adding a proviso at the end of the sentence so that the sentence with the proviso reads as follows:

Any moneys held as part of the Bond Fund shall be invested and reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement, provided, that any moneys held as a part of the Bond Fund resulting from a draw on the Letter of Credit shall be invested solely in those obligations or securities described in clause (i) of the definition of Investment Securities.

ARTICLE SIXTH

Section 601(B)(1) which is found on page 49 of the Indenture is hereby modified by adding the following sentence at the end thereof:

The tax indemnification payment shall be payable only out of Available Moneys (as defined in Section 1201 hereof) and shall be made by the Company to the Trustee within 10 days following receipt of written notice of the occurrence of a Determination of Taxability and, to the holder thereof, not more than 140 days after the date of Determination of Taxability requiring such payment.

ARTICLE SEVENTH

The definition of "Available Moneys" contained in Section 1201 which is found at the top of page 64 of the Indenture is hereby modified to read as follows:

The term "Available Moneys" shall mean moneys which have been on deposit with the Trustee for at least 123 days during which no petition by or against the Company under any bankruptcy act or under any similar act which may be hereafter enacted shall have been filed unless such petition shall have been dismissed and such dismissal shall be final and not subject to appeal, and the proceeds from the investment thereof.

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IN WITNESS WHEREOF, Village of Elk Grove Village, Cook and Dupage Counties, Illinois, has caused these presents to be signed in its name and behalf by its President, and its official seal to be hereunto affixed and attested by its Village Clerk, and to evidence its acceptance of the trusts hereby created, United States Trust Company of New York has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of the first day of April, 1985.

VILLAGE OF ELK GROVE VILLAGE,
COOK AND DUPAGE COUNTIES, ILLINOIS

By

Andrew J. Jettik
President

(SEAL)

Attest:

By

Patricia A. Smith
Village Clerk

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee

By

Vito Antunovic
Its VICE PRESIDENT

(SEAL)

Attest:

By

Karin O'Brien
Its ASSISTANT SECRETARY

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ACKNOWLEDGEMENT

OF

VILLAGE OF ELK GROVE VILLAGE, COOK
AND DUPAGE COUNTIES, ILLINOIS

STATE OF ILLINOIS)
)
COUNTY OF Cook & DuPage)

I, the undersigned, a Notary Public in and for said County in said State, DO HEREBY CERTIFY that C. J. Zettek, whose name as President of the Village of Elk Grove Village, Illinois, is signed to the foregoing instrument, and who is known to me and known to be such person, acknowledged before me under oath on this day that, being informed of the contents of said instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Village of Elk Grove Village, Illinois.

Given under my hand and seal of office, this 12 day of April, 1985.

Nora E. Layton
Notary Public

My Commission expires: May 29, 1986

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ACKNOWLEDGEMENT

OF

UNITED STATES TRUST COMPANY OF NEW YORK

STATE OF NEW YORK)
COUNTY OF New York)

On the 13th day of November, 1985, before me personally came PAT SANTIVASCI to me known, who, being by me duly sworn, did depose and say that he resides at 207 No. 100 St. Ave. N.Y.C. 10022 that he is a ~~Assistant~~ Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Given under my hand and seal of office, this 13th day of November, 1985.

DEBORAH PEREZ
Notary Public, State of New York
No. 01-PE4843245
Qualified in Kings County
Commission Expires March 30 1987

Deborah Perez
Notary Public

My Commission expires: _____

[SEAL]

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COOK COUNTY CLERK'S OFFICE
2000 NORTH LAKE STREET
CHICAGO, ILLINOIS 60610
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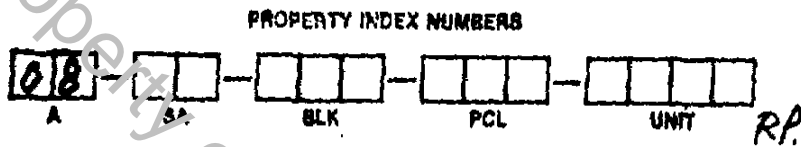
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EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

Lot 3 in La Quinta Resubdivision in the South West 1/4 of Section 23, Township 41 North, Range 11 East of the Third Principal meridian, according to the plat thereof recorded September 20, 1984 as Document No. 27,262,582, in Cook County, Illinois.



Prepared by:
J.E. Jenz
Chapman and Cutler
111 W. Monroe
Chicago, IL 60603

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Village of Elk Grove Village
Cook and DuPage Counties, Illinois

to

United States Trust Company of New York

as Trustee

SUPPLEMENTAL INDENTURE

dated as of April 1, 1985

to

Indenture of Trust dated as of October 1, 1984
securing Village of Elk Grove Village,
Cook and DuPage Counties, Illinois
Floating Rate Monthly Demand
Industrial Development Revenue Bonds
Series 1984
(La Quinta Motor Inns, Inc. Project)

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Box 211 (J.E. Jenz)

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