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## EIGHTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

\$24.00

This Eighth Amendment to Mortgage and Security Agreement with Assignment of Rents ("Eighth Mortgage Amendment") dated as of November 5<sup>th</sup> 1986 among LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated March 1, 1984 and known as Trust Number 107701 ("Trust 107701") and LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated May 1, 1984 and known as Trust Number 107707 ("Trust 107707"), (Trust 107701 and Trust 107707 are hereinafter together referred to as "Mortgagor") and Bank of Montreal (hereinafter referred to as "Mortgagee"):

### W I T N E S S E T H T H A T:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated March 22, 1985 and recorded on April 11, 1985 as Document Number 27508474 encumbering the land and leasehold described on Schedules I and II attached hereto, that certain Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 30, 1985 and recorded October 16, 1985 as Document Number 85239290, that certain Second Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 1985, that certain Third Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of March 31, 1986, that certain Fourth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of June 30, 1986, that certain Fifth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 2, 1986, that certain Sixth Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of November 1, 1986 and that certain Seventh Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of November 30, 1986 (said mortgage as amended is herein called the "Mortgage"); and

WHEREAS, Mortgagee and JMB/Urban 900 Development Partners, Ltd. ("Beneficiary") entered into a Eighth Amendment ("Eighth Amendment") to Loan and Reimbursement Agreement dated as

*Return to*

This Instrument Prepared By:

James R. Theiss, Jr.  
111 W. Monroe Street  
Chicago, Illinois 60690

DB/STG-TLC-1st 15-11-1984/11

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"WHEREAS, the Beneficiary is justly and truly indebted to the Mortgage in the principal sum of fifty Two Million Seven Hundred Fifty Six Thousand Three Hundred Twenty and 10/100 Dollars (\$52,756,320.10) as evidenced by that certain Promissory Note dated December 31, 1984 and payable to the order of Mortgagee, as amended by Amendment to Promissory Note dated December 27, 1985, a Second Amendment to Promissory Note dated March 31, 1986, a Third Amendment to Promissory Note dated as of June 30, 1986, a Fourth Amendment to Promissory Note dated as of September 2, 1986 and a Fifth Amendment to Promissory Note dated as of September 30, 1986, a Sixth Amendment to Promissory Note dated as of November 1, 1986, and a Seventh Amendment to Promissory Note dated as of November 30, 1986 whereby Beneficiary promises to pay said principal sum together with interest thereon at the rates and at the times therein provided with a final maturity of all principal and interest not required to be sooner paid of December 19, 1986, provided, however, that in the event Mortgagee procures any letter of credit (hereinafter defined) pursuant to the Loan Agreement (hereinafter defined), the obligation of Beneficiary evidenced by the

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Mortgagee and the Mortgagee hereby agree that the Mortgage is amended as follows:

The second and third WHEREAS clauses on page 1 of the Mortgage are hereby deleted and the following are substituted in their place:

WHEREAS, Mortgagee and Mortgagee desire to amend the Mortgage to reflect the extension of the maturity date of such indebtedness;

of even date herewith, a Seventh Amendment ("Seventh Amendment") to Loan and Reimbursement Agreement dated as of November 1, 1986, a Sixth Amendment ("Sixth Amendment") to Loan and Reimbursement Agreement dated as of September 30, 1986, a Fifth Amendment ("Fifth Amendment") to Loan and Reimbursement Agreement dated as of September 2, 1986, a Fourth Amendment ("Fourth Amendment") to Loan and Reimbursement Agreement dated as of June 30, 1986 and a Third Amendment to Loan and Reimbursement Agreement dated as of March 31, 1986 (the "Third Amendment") and a Second Amendment to Loan and Reimbursement Agreement dated as of December 27, 1985 (the "Second Amendment") which amended the provisions of that certain Loan and Reimbursement Agreement dated December 31, 1984 between Beneficiary and Mortgagee, as amended by an Amendment to Loan and Reimbursement Agreement dated September 30, 1985 (said Loan and Reimbursement Agreement as amended is herein called the "Loan Agreement") by extending the maturity date thereof; and

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No reference to this Eighth Mortgage Amendment need be made in any instrument or document at any time referring to the mortgage, any reference in any of such instrument or document to

All references in the Note (as defined in the Mortgage) and Loan Agreement shall be deemed references to the Mortgage as amended by this Eighth Mortgage Amendment. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

WHEREAS, the Note was executed and delivered pursuant to the provisions of a Loan and Reimbursement Agreement dated December 31, 1984 between the Beneficiary and Mortgagee, as amended by Amendment to Loan and Reimbursement Agreement dated September 30, 1985, a Second Amendment to Loan and Reimbursement Agreement dated December 27, 1985, a Third Amendment to Loan and Reimbursement Agreement dated March 31, 1986, a Fourth Amendment to Loan and Reimbursement Agreement dated June 30, 1986, a Fifth Amendment to Loan and Reimbursement Agreement dated as of September 2, 1986, a Sixth Amendment to Loan and Reimbursement Agreement dated as of September 30, 1986, a Seventh Amendment to Loan and Reimbursement Agreement dated as of November 1, 1986 and an Eighth Amendment to Loan and Reimbursement Agreement dated as of November 30, 1986 (said Loan and Reimbursement Agreement as amended by such Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment is herein called the "Loan Agreement") and the Note evidences the \$52,756,320.10 loan made or to be made pursuant to the Loan Agreement, including the reborrowing of up to \$696,440.97 of loan proceeds previously prepaid and the reimbursement obligations of the Beneficiary with respect to any letters of credit issued or to be issued pursuant to the Loan Agreement (such letters of credit issued or to be issued pursuant to the Loan Agreement are herein called the "Letters of Credit").

Note to reimburse Mortgagee in connection with drafts drawn under the Letters of Credit subsequent to December 29, 1986 and as otherwise set forth in the Loan Agreement shall in all events mature on the earlier of the expiry of the last of the letters of credit or August 31, 1988, or the date the draft or drafts are paid by Mortgagee (such Promissory Note, as amended and any and all notes issued in renewal thereof or in substitution or replacement therefore being hereinafter referred to as the "Note"); and

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the Mortgage to be deemed a reference to the Mortgage as amended hereby.

This Eighth Mortgage Amendment is executed by Lasalle National Bank, 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 said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

IN WITNESS WHEREOF, Mortgagee and Mortgagee have as of this 5th day of November, 1986,

LASALLE NATIONAL BANK  
 As Trustee of Trust 107701, as  
 aforesaid and not personally

By [Signature]  
 its Vice President

ATTEST:  
 (SEAL)  
 \_\_\_\_\_  
 Secretary  
 \_\_\_\_\_  
 Name of Bank  
 \_\_\_\_\_  
 Type or Print Name

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BANK OF MONTREAL  
BY George Weisz  
ACCOUNT MANAGER

Type or Print Name

Rita Slimm Koster

ITS James A. Clark  
Assistant Vice President

ATTEST:

(SEAL)

BY James A. Clark  
ITS Assistant Vice President

LASALLE NATIONAL BANK  
As Trustee of Trust 107707, as  
Aforesaid and Not Personally

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My Commission Expires:

(SEAL)

(TYPE OR PRINT NAME)

Notary Public  
*William W. Clark*

February 1986.

Given under my hand and notarial seal, this 2<sup>nd</sup> day of

February, 1986.  
aforesaid, for the uses and purposes therein set forth.  
national banking association as Trustee of Trust Number 107701 as  
free and voluntary act and as the free and voluntary act of said  
said national banking association to said instrument, as his own  
the seal of said association, did affix the corporate seal of  
Secretary then and there acknowledged that he, as custodian of  
purposes therein set forth; and the said  
Trustee of Trust Number 107701 as aforesaid, for the uses and  
free and voluntary act of said national banking association, as  
said instrument as their own free and voluntary act and as the  
day in person and acknowledged that they signed and delivered the  
Secretary, respectively, appeared before me this  
instrument as such President and  
be the same persons whose names are subscribed to the foregoing  
national banking association, who are personally known to me to  
Secretary of said  
and  
dent of LaSalle National Bank, a national banking association,  
that  
JOSEPH W. LARO  
VICE  
and for said county, in the State aforesaid, do hereby certify  
I, WILLIAM W. CLARK  
a Notary Public in

STATE OF ILLINOIS

COUNTY OF COOK

SS.

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Property of Cook County

8-9-85

My Commission Expires:

(SEAL)

(TYPE OR PRINT NAME)

Notary Public Evelyn M. Moore

Given under my hand and notarial seal, this 9 day of *November* 1986, aforesaid, for the uses and purposes therein set forth, national banking association as Trustee of Trust Number 107707 as free and voluntary act and as the free and voluntary act of said said national banking association to said instrument, as his own the seal of said association, did affix the corporate seal of Secretary then and there acknowledged that he, as custodian of purposes therein set forth; and the said Assistant Trustee of Trust Number 107707 as aforesaid, for the uses and free and voluntary act of said national banking association, as said instrument as their own free and voluntary act and as the day in person and acknowledged that they signed and delivered the Secretary, respectively, appeared before me this instrument as such President and be the same persons whose names are subscribed to the foregoing national banking association, who are personally known to me to Secretary of said Assistant and Rita Simm Walter and James A. Clark, a national banking association, and for said county, in the state aforesaid, do hereby certify a Notary Public in

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DEC 17 AM 11:03

STATE OF ILLINOIS

COUNTY OF COOK

Evelyn M. Moore

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(SEAL)

My Commission Expires:

Denise A. Mendez  
(Type or Print Name)

Notary Public  
*Denise A. Mendez*

I, Denise A. Mendez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Weisz, Account Manager of Bank of Montreal, a chartered Bank of Canada, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Account Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank. Given under my hand and notarial seal this 15th day of March, 1986.

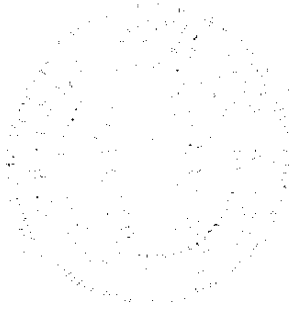
STATE OF ILLINOIS  
COUNTY OF COOK

)  
) SS.  
)

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13, ALL IN COOK COUNTY, ILLINOIS.

SUBDIVISION OF LOTS 13, 14 AND 15 IN SAID SUBDIVISION OF BLOCK PRINCIPAL MERIDIAN; ALSO LOTS 8, 9 AND 10 IN CHRISTOPH KINZER'S SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF THE WEST HALF OF LOT 6 IN THE SUBDIVISION OF BLOCK 13 IN CANAL (EXCEPT THE WESTERLY 125 FEET THEREOF), AND THE NORTH HALF OF ALSO: LOT 7 (EXCEPT THE WESTERLY 125 FEET THEREOF) AND LOT 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 20 FEET OF LOT 2 IN BRETT'S SUBDIVISION OF IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOT 1 IN BRETT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOTS 8, 11, THE NORTH 1/2 OF LOT 5, AND THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 5 IN BLOCK 13, IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOTS 5, 6 AND 7 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: NORTH HUGGELT PLACE, A STRIP OF LAND 20 FEET WIDE EAST AND WEST, LYING WITHIN SAID BLOCK 13, VACATED PER DOCUMENT NO. 27,338,481.

ALSO: IN AFORESAID KINZER'S SUBDIVISION, VACATED PER DOCUMENT NO. 27,338,481.

ALSO: A STRIP OF LAND 15 FEET WIDE EAST AND WEST, LYING WEST OF AND ADJOINING LOTS 2 AND 3 AND EAST OF AND ADJOINING LOT 4 AND LOT 4 IN KINZER'S SUBDIVISION, VACATED PER DOCUMENT NO. 27,338,481.

ALSO: A STRIP OF LAND 20 FEET WIDE EAST AND WEST, FORMERLY ALLEY AND NOW VACATED, LYING WEST OF AND ADJOINING AFORESAID LOT 4 IN KINZER'S SUBDIVISION.

ALSO: A STRIP OF LAND 20 FEET WIDE EAST AND WEST, FORMERLY ALLEY AND NOW VACATED, LYING WEST OF AND ADJOINING AFORESAID LOT 4 IN KINZER'S SUBDIVISION.

ALSO: LOTS 2, 3 AND 4 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOTS 1, 2 AND 3 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

THAT PART OF LOTS 3, 4, 9 AND 10 LYING WEST OF THE WEST LINE OF NORTH MICHIGAN AVENUE (FORMERLY PINE STREET) IN BLOCK 13 IN THE SUBDIVISION OF THE ILLINOIS AND MICHIGAN CANAL.

Legal Description - Fee Parcel

Schedule I

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Address 940 N. Dearborn Ave Chicago IL

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THE WESTERN 1/2 OF LOT 1 AND 1/2 IN THE SUBDIVISION OF BLOCK 13 IN CANTON TOWNSHIP, SECTION 08 OF THE SOUTH BRANCH OF RIVER, RANGE 14, EAST OF THE MERIDIAN, IN COOK COUNTY, ILLINOIS

Legal Description - Leasehold Parcel

SCHEDULE II

1 5 5 0 4 1 3 5

- 17-03-212-001 - 47
- 17-03-212-002 - 47
- 17-03-212-003 - 47
- 17-03-212-004 - 47
- 17-03-212-005 - 47
- 17-03-212-006 - 47
- 17-03-212-007 - 47
- 17-03-212-008 - 47
- 17-03-212-009 - 47
- 17-03-212-010 - 47
- 17-03-212-011 - 47
- 17-03-212-012 - 47
- 17-03-212-013 - 47
- 17-03-212-014 - 47
- 17-03-212-015 - 47
- 17-03-212-016 - 47
- 17-03-212-017 - 47
- 17-03-212-018 - 47
- 17-03-212-019 - 47
- 17-03-212-020 - 47
- 17-03-212-021 - 47
- 17-03-212-022 - 47
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- 17-03-212-024 - 47
- 17-03-212-025 - 47

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Address: 900 N. Michigan Ave  
Chicago, IL

17-03-211-015	2
17-03-211-017	1
17-03-211-016	1
17-03-211-009	5
17-03-211-001	7
17-03-211-002	7
17-03-211-019	11
17-03-210-012	7
17-03-210-013	6
17-03-210-014	6
17-03-210-002	12
17-03-210-003	7
17-03-210-004	6
17-03-210-001	9
17-03-210-007	8
17-03-210-008	15

THE WESTERLY 125 FEET OF LOTS 7 AND 12 IN THE SUBDIVISION OF  
 BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRAGMENTAL  
 QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE  
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Legal Description - Leasehold Parcel

SCHEDULE II

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