

UNOFFICIAL COPY

86625480 5 4 0 0 8939L

Amendment
to
Construction Mortgage, Personal Property,
Security Agreement and Assignment
of Leases and Rentals
and to
Assignment of Rents and Leases

This Amendment dated as of December 26th, 1986 is among LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated March 1, 1984, and known as Trust No. 107701 (Mortgagor), JMB/Urban 900 Development Partners, Ltd., an Illinois limited partnership (Beneficiary) and The First National Bank of Chicago, a national banking association organized and existing under laws of the United States of America, as agent for the ratable benefit of The First National Bank of Chicago and Bank of Montreal (Mortgagee).

RECITALS

A. Mortgagor and Beneficiary have executed and delivered to Mortgagee (i) a Construction Mortgage, Personal Property, Security Agreement and Assignment of Leases and Rentals dated as of October 15, 1986 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 86-556740 (the Mortgage), covering certain real property legally described therein and (ii) an Assignment of Rents and Leases of even date therewith recorded as Document No. 86-556741 (the Assignment).

B. Except as otherwise provided therein, words defined in the Mortgage and the Assignment shall have the same meaning in this Amendment.

C. Mortgagor is now the owner in fee simple of the real estate described in Parcel Three of Exhibit A attached hereto and made a part hereof, and the Ground Lease (by which it had leased such real estate) has been terminated.

D. Mortgagor, Beneficiary and Mortgagee desire to amend the Mortgage and the Assignment to reflect the change in Mortgagor's interest in Parcel Three of Exhibit A attached hereto from a leasehold to a fee simple interest.

86-15-716 OK

86625480

UNOFFICIAL COPY

8 6 6 2 5 4 5 0 8939L

AGREEMENTS

1. The recitals to this Amendment are hereby incorporated into and made a part of this Amendment.
2. Each and every reference to, and covenants with respect to, the Ground Lease are hereby deleted from the Mortgage.
3. Exhibit A attached hereto replaces Exhibit A attached to the Mortgage and to the Assignment, and Exhibit B attached hereto is hereby added as Exhibit B to the Assignment.
4. Mortgagor grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and confirms unto Mortgagee, and grants a security interest in, that portion of the Property described on Exhibit A hereto as Parcel Three.
5. Mortgagor and Beneficiary sell, assign and transfer unto Mortgagee all the leases and the rents relating to that portion of the premises described on Exhibit A hereto as Parcel Three.
6. Except as amended herein, the Mortgage shall remain in full force and effect, and is hereby ratified and confirmed by Mortgagor and for the limited purposes stated therein, by Beneficiary.
7. Except as amended herein, the Assignment shall remain in full force and effect, and is hereby ratified and confirmed by Mortgagor and Beneficiary.
8. The limitations on liability contained in Paragraph 15.13 of the Mortgage are incorporated in this Amendment as though fully rewritten herein.
9. This Amendment is executed by LaSalle National Bank, not personally but as Trustee under Trust No. 107701 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 Amendment) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other Loan Document, shall be construed as creating any liability on the part of said Trustee personally to pay the 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 hereby expressly waived by Mortgagee, any legal owner or holder of the Note and every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee personally is concerned, any legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property mortgaged or conveyed for

86625480

UNOFFICIAL COPY

8 6 6 2 5 4 3 0 8939L

the payment thereof, by the enforcement of the lien created in the manner in the Mortgage and in the Note provided or by action to enforce the personal liability of the guarantors of the Note or as otherwise provided in any other Loan Document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

LaSalle National Bank, not personally
but as Trustee as aforesaid

Attest:

By:

Title:

JMB/URBAN 900 DEVELOPMENT PARTNERS, LTD.
By: 900 Co., Inc., its general partner

By:

Title:

THE FIRST NATIONAL BANK OF CHICAGO, as agent aforesaid

Attest:

By:

Title:

84625480

UNOFFICIAL COPY

8 6 6 2 5 4 3 0 8939L

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named JOSEPH W. LANG and James A. Clark of the LaSalle National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth; and the said Vice President and Assistant Secretary then and there acknowledged that said Ass't Secretary, as custodian of the corporate seal, did affix the corporate seal of said Bank to said instrument as said Ass't Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of December, 1986.

Kathy Pacana
Notary Public

My Commission Expires: 6-11-88

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of December, 1986, by STUART C. WATKINS, as PRESIDENT of 900 Co., Inc., a Delaware corporation, on behalf of said corporation as a general partner of JMB/Urban 900 Development Partners, Ltd.

Delores A. Hernandez
NOTARY PUBLIC

My Commission Expires: 11-30-87

86625480

UNOFFICIAL COPY

8 6 6 2 5 4 J 0 8939L

STATE OF ILLINOIS))
COUNTY OF COOK) SS

I William M. Wright, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William M. Wright, Vice President of The First National Bank of Chicago, a national banking association and Robert J. [unclear], [unclear] of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and [unclear], respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth, and caused the corporate seal of said bank to be affixed thereto as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 20th day of December, 1986.

William M. Wright
Notary Public

My commission expires: 1/16/87

Property of Cook County Clerk's Office

86625480

UNOFFICIAL COPY

8 6 6 2 5 4 0 0 8939L

Real Estate Tax Identification Nos.

Volume 496

- 17-03-212-004
- 17-03-212-003
- 17-03-212-001
- 17-03-212-002
- 17-03-211-006
- 17-03-211-007
- 17-03-211-005
- 17-03-211-003
- 17-03-211-004
- 17-03-211-019
- 17-03-211-002
- 17-03-211-001
- 17-03-211-009
- 17-03-211-016
- 17-03-211-017
- 17-03-211-015
- 17-03-210-008
- 17-03-210-007
- 17-03-210-001
- 17-03-210-004
- 17-03-210-003
- 17-03-210-002
- 17-03-210-014
- 17-03-210-013
- 17-03-210-011
- 17-03-210-012
- 17-03-210-006
- 17-03-210-009

Parcel 1 (EPO) JS

Parcel 2 (EPO) JS

Parcel 3 (EPO) JS

Property of Cook County Clerk's Office

Address of Property:
900 North Michigan
Chicago, Illinois

86625480

This instrument prepared by and mail to:
JoAnn Shrier, Esq.
The First National Bank of Chicago
One First National Plaza, Suite 0801
Chicago, Illinois 60670

UNOFFICIAL COPY

8 6 6 2 5 4 0 0 8939L

EXHIBIT A to

Amendment to Construction Mortgage, Personal Property, Security Agreement and Assignment of Leases and Rentals and to Assignment of Rents and Leases dated December 26, 1986 between The First National Bank of Chicago, as agent, LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated March 1, 1984 and known as Trust No. 107701 and JMB/Urban 900 Development Partners, Ltd.

PARCEL ONE: (The property owned in fee lying East of N. Ernst Court)

That part of Block 13, and the accretions thereto, in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the West line of North Michigan Avenue, South of the South line of East Walton Street, North of the North line of East Delaware Place, and East of the East line of North Ernst Court, except that part of said Block 13 lying South of the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision and West of a line which intersects the North line of East Delaware Place at a point 129 feet East of the East line of North Ernst Court, and which intersects the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision at a point 43.13 feet East of the Southwest corner of the East 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision and also except the West 1/2 of the South 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision, in Cook County, Illinois.

PARCEL TWO: (Property owned in fee lying West of N. Ernst Court)

That part of 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, lying East of the East line of Rush Street, West of the West line of North Ernst Court, North of the North line of East Delaware Place, and South of the South line of East Walton Street, except for the following described property: The Westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of said Block 13 in Cook County, Illinois.

PARCEL THREE: (Property owned in fee lying West of N. Ernst Court)

The Westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of 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, Cook County, Illinois.

866:25480

UNOFFICIAL COPY

8 6 6 2 5 4 3 0 8939L

PARCEL FOUR: (Ernst Court Air Rights)

That part of North Ernst Court 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, lying Northerly of a line perpendicular to the Easterly line of North Ernst Court at a point 158.63 feet Southerly of the intersection of said Easterly line with the South line of East Walton Street, and lying above a horizontal plane 44.42 feet above Chicago City Datum and below a horizontal plane 157.42 feet above Chicago City Datum, as vacated by an Ordinance recorded August 13, 1985 as Document 85,143,919, an Ordinance recorded July 18, 1986 as Document 86,303,472, and an Ordinance recorded September 12, 1986 as Document 86,412,482, in Cook County, Illinois.

Property of Cook County Clerk's Office

86625480

UNOFFICIAL COPY

8 6 6 2 5 4 3 0 9057L

EXHIBIT B to

Assignment of Rents and Leases dated October 15, 1986 among The First National Bank of Chicago, as agent, and LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated March 1, 1984 and known as Trust No. 107701, and JMB/Urban 900 Development Partners, Ltd.

Schedule of Leases

<u>Lessee</u>	<u>Date</u>	<u>Term</u>
1. Federated Department Stores, Inc.	August 10, 1984 (Amended December 17, 1985 and November 17, 1986)	20 years plus eight, five-year extension options
2. JMB Realty Corporation	October 15, 1986	15 years plus two, five-year extension options

86625480

-86 625480 DEPT-01 \$18.00
T#0002 TRAN 0457 12/30/86 12:31:00
#6651 C *-86-625480
COOK COUNTY RECORDER

1800