

FIRST AMENDMENT OF MORTGAGE

THIS AGREEMENT made this 20th day of NOVEMBER 1985, by and between LA GRANGE DEVELOPMENT COMPANY, an Indiana limited partnership, GENERAL CINEMA CORPORATION, a Delaware corporation (sometimes referred to collectively as the "Mortgagor") and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation (hereinafter referred to as "Mortgagee").

WITNESSETH:

15.00

WHEREAS Mortgagor has heretofore made, executed and delivered Mortgage Note dated February 25, 1980 in the original principal sum of Three Million Three Hundred Fifty Thousand and no/100ths (\$3,350,000.00) Dollars (hereinafter called the "Note") payable to the order of Mortgagee and secured by a Mortgage dated February 25, 1980 executed and delivered by Mortgagor to Mortgagee, which Mortgage was recorded on March 13, 1980 as Document 25390402 in the Real Estate Records of Cook County, Illinois (hereinafter called the "Mortgage"), constituting a first lien upon certain real property located in the City of Countryside, County of Cook, State of Illinois, as therein more particularly described (hereinafter called the "mortgaged premises"); and

WHEREAS, on the date hereof, General Cinema Corporation continues to be the fee owner and La Grange Development Company continues to be the holder of a lease hold estate of the mortgaged premises and acknowledges that the Mortgage is a valid and subsisting first lien on the mortgaged premises for indebtedness in the amount of THREE MILLION THREE HUNDRED FORTY FOUR THOUSAND TWO HUNDRED FIFTEEN AND 81/100 DOLLARS (\$3,344,215.81) as now evidenced by the outstanding principal balance of Note, with interest thereon, after application of the October, 1985 monthly installment, all in accordance with the terms, covenants, conditions and warranties thereof and that there are no defenses or offsets to the Mortgage or Note and that all of the provisions of each thereof are in full force and effect; and

WHEREAS, Mortgagee and Mortgagor have agreed to amend the Mortgage by changing and amending the legal descriptions of Parcels I and II set forth in pages 1 and 2 of the Mortgage.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Parcel I as set forth on pages 1 and 2 of the Mortgage is hereby deleted and of no further force and effect and Exhibit "A" attached hereto and made a part hereof is hereby substituted therefor.
2. Parcel II as set forth on page 2 of the Mortgage is hereby deleted and of no further force and effect and Exhibit "B" consisting of two pages, attached hereto and made a part hereof is hereby substituted therefor.
3. That whenever any of the terms, covenants, conditions or warranties in the Note or in the Mortgage in any way conflicts with the terms, covenants, conditions or warranties contained herein, the latter shall prevail, and except as herein expressly modified, all of the terms, covenants, conditions and warranties (including but not by way of limitation the covenants limiting liabilities of the Mortgagor) of the Note and the Mortgage, as amended hereby, are hereby ratified and confirmed.

64-42-769DS (3a)

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- 4. That except as hereinabove expressly modified, all of the terms, covenants, conditions and warranties of the Note and the Mortgage, as supplemented hereby, shall continue to remain unchanged and in full force and effect.
- 5. That the terms, covenants, conditions and warranties herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this instrument to be signed, sealed and delivered in their respective names and behalf, by their respective officers duly authorized the day and year first above written.

LA GRANGE DEVELOPMENT COMPANY

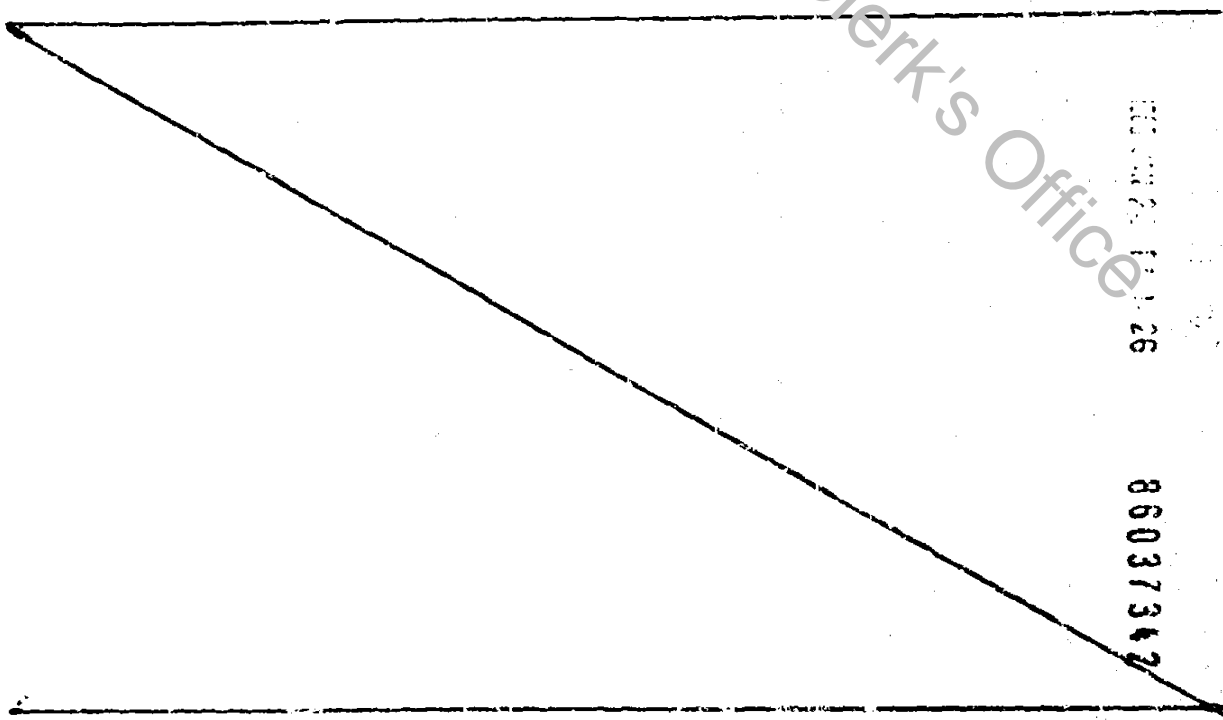
By: [Signature]  
Herbert Simon, a general partner

GENERAL CINEMA CORPORATION

By: [Signature]  
By: [Signature]

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By: [Signature]



This instrument prepared by  
Milton Learner, Attorney,  
Merchants Plaza,  
115 West Washington Street  
Indianapolis, Indiana 46204

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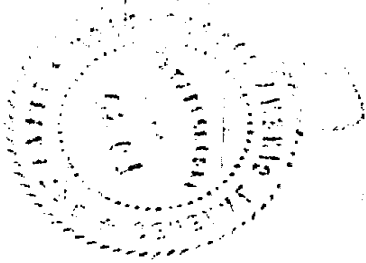
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## ACKNOWLEDGMENTS

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

I, Pamela L. Dill, do hereby certify that on the 10<sup>th</sup> day of January, 1986, Pamela L. Dill, a General Partner of La Grange Development Company, an Indiana limited partnership, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Pamela L. Dill  
Notary Public  
Pamela L. Dill  
Notary Public  
State of Indiana  
My Commission Expires 6-12-89  
County of Residence: Johnson

COMMONWEALTH OF MASSACHUSETTS )  
  ) SS:  
COUNTY OF MIDDLESEX )

I, Adam L. Levin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Favata, President of General Cinema Corporation, and Samuel Frankenstein, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the Corporate Seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL this 22nd day of January, 1986.

Adam L. Levin  
Notary Public

STATE OF NEW YORK )  
                                  ) SS:  
COUNTY OF NEW YORK )

ADAM L. LEVIN  
NOTARY PUBLIC  
My Comm. Expires  
NOVEMBER 12, 1987

Before me, the undersigned, a Notary Public, personally appeared KATHLEEN M. NELSON, the Vice President of Teachers Insurance And Annuity Association of America, a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed in behalf of and with full authority from and as the act of Teachers Insurance And Annuity Association of America.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20<sup>th</sup> day of NOVEMBER, 1985.

Jacqueline A. O'Neana  
Notary Public

JACQUELINE A. O'NEANA  
Notary Public, State of New York  
No. 414807833  
Qualified in Queens County  
Gen. Fund in New York City  
Commission Expires March 30, 1987

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ALL INFORMATION CONTAINED  
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PARCEL 1 3 1 7 3 4 2

That part of the North Three Quarters of Lot 11 School Trustees Subdivision of Section 16, Township 38 North, Range 12 East, of the Third Principal Meridian, all in Cook County, Illinois, bounded and described as follows:

Beginning at a point on the South line of the North Three Quarters of Lot 11, said point being 821.10 feet West of the East line of Lot 11; thence West along said South line, bearing North 89° 45' 58" West, a distance of 351.33 feet to a point on a line 161.67 feet East of, and parallel with the West line of Lot 11; thence North along said line bearing North 00° 02' 05" West, a distance of 958.14 feet to a point on a line 40 feet South of and parallel with the North line of Lot 11; thence East along said line, bearing South 89° 45' 40" East, a distance of 1123.02 feet to a point on a line 50 feet West of and parallel with the East line of Lot 11; thence South along said line, bearing South 00° 00' 00" West, a distance of 217.08 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 200.00 feet to a point; thence South along a line parallel with the East line of Lot 11, bearing South 00° 00' 00" West, a distance of 38 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 174.00 feet to a point; thence North along a line parallel with the East line of Lot 11, bearing North 00° 00' 00" East, a distance of 218.58 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 299.36 feet to a point; thence South along a line parallel with the East line of Lot 11, bearing South 00° 00' 00" West, a distance of 631.58 feet to a point; thence East along a line parallel with the South line of the North Three Quarters of Lot 11, bearing South 89° 45' 58" East, a distance of 15.00 feet to a point; thence South along a line perpendicular with the South line of the North 3/4 of Lot 11, bearing South 00° 14' 02" West, a distance of 157.00 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 160.00 feet to a point; thence South along a line parallel with the East line of Lot 11, bearing South 00° 00' 00" West, a distance of 200.00 feet to a point; thence East along a line parallel with the South line of the North Three Quarters of Lot 11, bearing South 89° 45' 58" East, a distance of 47.88 feet to a point; thence South along a straight line bearing South 00° 02' 05" East, a distance of 33.00 feet to the point of beginning.  
Containing 11.80 Acres more or less.

Also, including the following described real estate:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 257.08 feet South of the North line of Lot 11; thence South along a line which is parallel to and 50.00 feet West of the East line of Lot 11, bearing North 00° 00' 00" West, a distance of 135.00 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 200.00 feet to a point; thence North along a line parallel with the East line of Lot 11, bearing North 00° 00' 00" East, a distance of 135.00 feet to a point; thence East along a line parallel with the South line of the North Three Quarters of Lot 11, bearing South 89° 45' 58" East, a distance of 200.00 feet to the point of beginning.

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18-16-301-007  
18-16-301-008

EXHIBIT "A"

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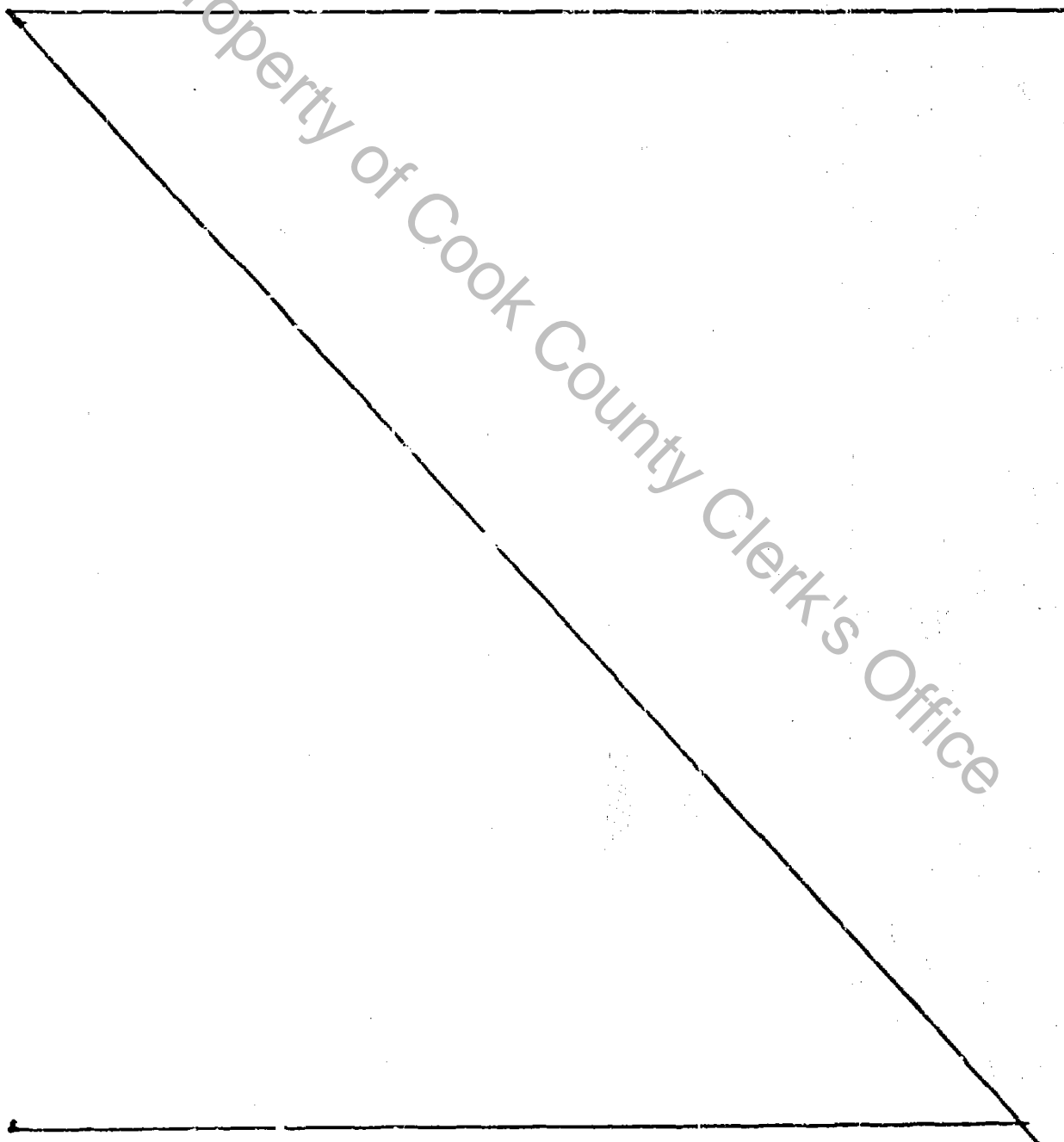
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## PARCEL II

The Reciprocal and Non-Exclusive Easements for ingress, egress, parking, utilities, and construction, reconstruction, erection and maintenance of foundations, footings, supports, canopies, roofs and other overhangs and other similar appurtenances to the above-described land, created, defined, limited and granted as an appurtenance to the land described as PARCEL I in the Mortgage by that certain Reciprocal, Operation and Easement Agreement dated December 30, 1976, and recorded February 24, 1977 as Document 23830713 as amended by instrument dated March 10, 1980 and recorded March 13, 1980 as Document 25390400 as amended by instrument dated NOVEMBER 20, 1985, recorded \_\_\_\_\_, 1985 as Document \_\_\_\_\_, over the real estate described as follows:



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2011/01/02

That part of the North Three Quarters of Lot 11 in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East, of the Third Principal Meridian, all in Cook County, Illinois, bounded and described as follows:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 33.00 feet North of the South line of North 3/4 of Lot 11; thence West along a line which is parallel to and 33.00 feet North of the South line of the North 3/4 of Lot 11, bearing N 89° - 05' - 58" W, a distance of 819.00 feet to a point; thence North along a line parallel with the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 100.00 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 160.00 feet to a point; thence North along a line perpendicular to the South line of the North 3/4 of Lot 11, bearing N 0° - 14' - 02" E, a distance of 157.00 feet to a point; thence West along a line parallel with the South line of the North 3/4 of Lot 11, bearing N 89° - 45' - 58" W, a distance of 15.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 631.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 299.36 feet to a point; thence South along a line parallel to the East line of Lot 11, bearing S 0° - 00' - 00" W, a distance of 218.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 174.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 38.00 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 200.00 feet to a point on a line 30.00 feet west of and parallel with the East line of Lot 11; thence South along the said line, bearing S 0° 00' - 00" W, a distance of 708.00 feet to the point of beginning.  
(Containing 12.215 Acres More or Less)

EXCEPTING therefrom the following described real estate:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 257.08 feet South of the North line of Lot 11; thence South along a line which is parallel to and 50.00 feet West of the East line of Lot 11, bearing 0° 00' 00" West, a distance of 135.00 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 16" West, a distance of 200.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing North 0° 00' 00" East, a distance of 135.00 feet to a point; thence East along a line parallel with the South line of the North Three Quarters of Lot 11, bearing South 89° 45' 58" East, a distance of 200.00 feet to the point of beginning.

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Mail to:  
Melvin Simon Associates Inc.  
Merchants Plaza  
P.O. Box 17033  
Indianapolis, Indiana 46207

EOX 333 - HV

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