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When Recorded Mail To: x
 x
 SCHIFF LARRY & WAIFE x
 7200 South Power x
 233 South Wacker Drive x
 Chicago, Illinois 60606 x
 RETURN TO BOX 408 x
 ATTN: JENKINS x
 CONSOLIDATED CAPITAL INCOME x
 OPPORTUNITY TRUST x
 2000 Powell Street x
 Emeryville, California 94608 x
 Attention: Steven R. Lazare x
 (Winthrop Apartments) x
 (CCIOT Loan No. 6010) x

MAR 24 PM 1:57

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Space Above For Recorder's Use

2822

SECOND MODIFICATION AGREEMENT

This Modification Agreement is entered into as of February 28, 1986, by and among Bank of Ravenswood, as Trustee U/T/A dated July 14, 1978 and known as Trust No. 25-3436 ("Borrower" or "Mortgagor"); Joseph Khoshabe; Allen T. Mayes; and Don W. Carlson, Richard G. Wollack, Terry E. Sheldon, Robert J. DeMonte, Albert A. Schaaf, Robert J. Blake, Douglas Temple, Wendell B. Barnes, and Fred H. Field, and their successors and assigns, not individually, but as Trustees of Consolidated Capital Income Opportunity Trust, a California business trust ("Lender").

Joseph Khoshabe and Allen T. Mayes, hereinafter collectively and individually referred to as the "Guarantors," as beneficiaries under Land Trust No. 25-3436 for which Borrower serves as Trustee (the "Land Trust"), hereby expressly acknowledge that they have authorized and directed Borrower to execute this Agreement.

RECITALS

This Agreement is made with reference to the following facts:

A. Borrower is a banking corporation organized and existing under the laws of the State of Illinois.

B. Guarantors are individuals who have guaranteed certain obligations of Borrower to Lender.

C. Lender is a business trust organized and existing under the laws of the State of California.

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D. Borrower is the owner and is in possession of that certain real property and improvements thereon commonly known as Victoria Vanadium Apartments, 5411 North Winthrop Avenue, Chicago, Illinois.

E. On or about May 11, 1984, for valuable consideration, Borrower, by and through Guarantors as beneficiaries under the Land Trust, executed and delivered to Lender a promissory note entitled "Promissory Note (Including Additional Advances Secured By Mortgage)" (the "Note") in the original principal amount of \$1,200,000, dated May 11, 1984, and made payable by Borrower to the order of Lender.

F. The obligations owed by Borrower to Lender under the Note are secured by the following documents, each of which was duly executed and delivered to Lender by Borrower, by and through Guarantors as beneficiaries under the Land Trust, on or about May 11, 1984, for valuable consideration:

(1) Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"), dated May 11, 1984, affecting the Property, identifying Borrower as the "Mortgagor" and Lender as the "Mortgagee," and duly filed for record on May 21, 1984, at 3:12 p.m., in the official records of the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27094595. (The Note and Mortgage were modified by a Modification Agreement, dated July 31, 1984, among Borrower and Lender, with the consent of Guarantors (the "First Modification Agreement"), and by a Forbearance Agreement, dated April 30, 1985, among Lender, Borrower, and Guarantors (the "Forbearance Agreement").);

(2) Conditional Assignment of Rents and Leases (the "First Assignment"), dated May 11, 1984, affecting the Property, identifying Borrower as the "Assignor" and Lender as the "Assignee," and duly filed for record on May 21, 1984, at 3:12 p.m. in the official records of the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27094596.

G. On or about May 11, 1984, for valuable consideration, each Guarantor signed and caused to be delivered to Lender a written guarantee, entitled "Guarantee of Payment" (the "Guarantee"), by which, among other things, each Guarantor guaranteed to Lender the performance of all obligations of Borrower under the "Security Documents," as defined below in Paragraph H, including Borrower's payment of all amounts due Lender under the Note.

H. The obligations owed by Borrower to Lender under the Note also are secured by a Conditional Assignment of Rents and Leases (the "Second Assignment") and by a Security Assignment of Beneficial Interest in Land Trust No. 25-3436 (the "ABI"), which documents were executed and delivered contemporaneously herewith to Lender by Guarantors. Other than the Note, all of the documents identified above in Paragraphs F and G hereinafter will

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be referred to collectively in this Agreement as the "Security Documents." Guarantors, and each of them, as beneficiaries under the Land Trust, hereby expressly acknowledge that they have authorized and directed Borrower to execute and deliver the Security Documents to Lender.

I. Borrower is in default under the Note and Mortgage for its failure to pay on the November 15, 1985 maturity date all amounts due under the Note.

J. Guarantors, and each of them, jointly and severally, are in default under the Guarantee for their failure to pay on the November 15, 1985 maturity date all amounts due under the Guarantee.

K. As a result of said defaults, Lender demanded payment of all amounts due under the Note on or before January 31, 1986, pursuant to its January 21, 1986 letter to Borrower and each Guarantor ("Demand Letter"), the receipt of which Demand Letter is acknowledged by Borrower and each Guarantor.

L. Borrower, Guarantors, and each of them, desire to obtain forbearance from Lender's exercise of its rights to foreclose under the Mortgage as well as Lender's rights to exercise other remedies available to it under the other Security Documents by reason of Borrower's and Guarantors' defaults.

GRANT OF SECURITY INTEREST

NOW, THEREFORE, to secure all principal, interest, and other amounts due and to become due under the Note, as amended hereby, all obligations of Borrower and the performance by Borrower, or its successors in title, of the covenants contained in the Mortgage, and all of Borrower's obligations hereunder, Borrower, with the express authorization, consent, and direction of Guarantors as beneficiaries under the Land Trust, does hereby grant, bargain, sell, remise, mortgage, release, convey, and confirm to Lender, in fee simple, the land situated in Cook County, Illinois as described in Exhibit A attached hereto and incorporated herein.

TOGETHER, with:

(a) All rents, issues, and profits thereof, until the issuance of a Master's, Marshall's, Sheriff's, or Commissioner's Deed, but if no such deed be issued, until expiration of the statutory period during which it may be issued (said rents, issues, and profits being pledged primarily on a parity with said real property and not secondarily, and the pledge thereof shall not be deemed merged in any foreclosure decree);

(b) All right, title, and interest of Mortgagor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining said real property, and in and to the appurtenances thereto;

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(c) All and singular the tenements, hereditaments, easements, appurtenances, riparian rights, and other rights and privileges thereof, or in any way now or hereafter appertaining thereto, including any other claims at law or in equity, as well as any after-acquired title;

(d) All buildings and improvements of every kind and description now or hereafter erected or placed on said real property and all materials intended for construction, reconstruction, alterations, and repairs of such improvements now or hereafter so erected;

(e) All machinery, apparatus, equipment, fittings, fixtures, and accessories and articles of personal property of every kind and nature whatsoever owned or hereafter acquired by Mortgagor, or in which Mortgagor has an interest, and now or hereafter located on or about said real property (including, but without limiting the generality of the foregoing, all heating, lighting, laundry and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, ducts and compressors, elevators, alarm systems, escalators, shades, carpets, awnings, screens, doors and windows, dishwashers, disposals, stoves, refrigerators, ovens, attached cabinets, partitions, plants, shrubbery, swimming pool, office and clubhouse furniture and furnishings and other furniture and furnishings);

(f) All leases of said real property, or any portion thereof, and all modifications, extensions, and renewals thereof, now or hereafter entered into, and all right, title, and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one more of the installments of rent coming due immediately prior to the expiration of such term;

(g) All awards heretofore and hereafter made by the reason of the taking by eminent domain of the whole or any part of said real property and improvements thereon, including any awards for use and occupation and for change of grade of streets;

(h) All proceeds of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, windstorm, or other hazard to the whole or any part of said real property and improvements thereon;

(i) All deposits made with or other security given to utility companies by Mortgagor with respect to said real property and improvements thereon, and all advance payments of insurance premiums made by Mortgagor with respect thereto and claims or demands relating

to insurance;

(j) All licenses (including but not limited to any liquor or operating licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities, or certificates required or used in connection with the ownership of, or the operation or maintenance of, the improvements or personal property; and

(k) All damages, royalties, and revenue of every kind, nature, and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas, or mineral rights and reservations of said real property, with the right in Mortgagee to receive and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Mortgagee may demand, sue for, and recover any such payments, but shall not be required to do so.

(All the foregoing are declared to be part of said real property described in attached Exhibit A, whether physically attached thereto or not, and are collectively referred to herein as the "Property.")

WARRANTIES, COVENANTS, AND AGREEMENTS

FOR AND IN CONSIDERATION OF the mutual agreements and covenants set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement warrant, covenant, and agree as follows:

1. Ratification of Security Documents and Guarantee.

1.01. Borrower, Guarantors, and each of them, ratify all terms, provisions, covenants, and conditions set forth in the Security Documents. Each of the Security Documents is enforceable according to its terms against Borrower, as well as Guarantors. Each of the Security Documents constitutes a binding obligation of Borrower, as well as Guarantors, for which there is no offset, setoff, counterclaim, dispute, or defense thereto.

1.02. Lender has a valid, perfected, and subsisting lien on the Property which secures the obligations owed by Borrower to Lender under the Security Documents. Upon the termination of the "Standstill Period" (as defined below in paragraph 3.02), Lender is entitled to foreclose under the Security Documents and to take possession of the Property. Borrower hereby admits that grounds exist for the appointment of a receiver for the Property and consents to the appointment of Lender, its Agent, Johnstown American Companies, Inc., or any other person requested by Lender, or ordered by a court, to be receiver of the Property or to take possession of the Property during any foreclosure proceeding.

1.03. Each Guarantor: (1) ratifies all terms, provisions, covenants, and conditions set forth in the Guarantee; (2) agrees that the Guarantee is enforceable according to its terms against each of them; and (3) agrees that the terms of the Guarantee constitute binding obligations of each Guarantor

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for which there is no offset, setoff, counterclaim, dispute, or defense thereto.

2. Waiver of Right of Redemption.

Borrower, with the express authorization, consent, and direction of Guarantors as beneficiaries under the Land Trust, pursuant to Ill. Rev. Stat. ch. 110, § 12-125, waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage, on behalf of itself, Guarantors, and all other persons beneficially interested in the Property, except judgment creditors of Borrower in its capacity as Trustee acquiring any interest in or title to the Property subsequent to the date of the Mortgage. Borrower, Guarantors, and each of them, represent and certify to Lender that: (1) Guarantors are the sole beneficiaries of the Land Trust; (2) the Property is not improved with a dwelling for four families or less; (3) the loan secured by the Mortgage is not to be used to finance the construction of a dwelling for four families or less; and (4) the Mortgage does not cover any land which at the time of the execution of the Mortgage is used or intended to be used for agricultural purposes. Guarantors, and each of them, as beneficiaries under the Land Trust, hereby expressly acknowledge that they have authorized and directed Borrower to waive any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on the behalf of Borrower, Guarantors, and each of them, and each and every other person that may hold or possess a beneficial interest in the Property.

3. Limited Forbearance from Enforcement.

3.01. Lender shall forbear from enforcing its rights to take possession of the Property and foreclose under the Mortgage and/or enforce its rights under the other Security Documents only until the earlier of:

(a) July 15, 1986; or

(b) Borrower's "Default" hereunder, as defined below in paragraph 3.03 (the earlier of the two periods being defined as the "Standstill Period").

3.02. Borrower, Guarantors, and each of them, acknowledge that the obligations owed by Borrower and Guarantors to Lender under the Security Documents are in default, and that all amounts owed by Borrower to Lender under the Note became due and payable on November 15, 1985. Borrower, Guarantors, and each of them, acknowledge that as a result of said default, Lender has the right to take possession of the Property and foreclose under the Mortgage and/or enforce its rights under the other Security Documents. Upon request by Borrower and Guarantors, however, Lender has agreed to forbear at this time from exercising its rights and remedies under the Security Documents only upon the terms and conditions enumerated herein. Such forbearance is undertaken solely at the request and for the benefit of Borrower and Guarantors, and is without prejudice to the rights of Lender in any manner; and Lender does not hereby waive, relinquish, diminish, or otherwise impair its rights and remedies pursuant to the Security Documents. Nothing contained herein, nor any action taken or

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omitted by Lender pursuant to this Agreement, shall be deemed to be a reinstatement of the Note or Mortgage.

3.03. A "Default" under this Agreement shall include any of the following:

(a) There shall occur any "Event of Default," "Default," default or breach of any of the Security Documents (other than from the nonpayment of principal or interest due to Lender during the Standstill Period), or any act or event, which, with the passage of time or the giving of notice, or both, shall mature into one of the foregoing;

(b) Borrower's failure to timely make any payment to Lender that is due hereunder;

(c) Borrower or any Guarantor shall fail to perform or observe any other term or provision of this Agreement within five days after written notice of such failure is given to Borrower and Guarantors;

(d) Any instrument, document, report, schedule, budget, or agreement, oral or written, made or delivered to Lender by any one of Borrower or Guarantors shall have been false or misleading in any material respect when made or delivered;

(e) Any Guarantor shall die; or any Guarantor shall institute a voluntary case seeking liquidation or reorganization under the federal Bankruptcy Code, or an involuntary case thereunder shall be instituted against any Guarantor; or any Guarantor shall file a petition or shall otherwise institute or become subject to any similar proceeding or other action seeking dissolution, winding-up, composition, readjustment of debts, or any other similar relief, under any other applicable federal or state law, or shall consent thereto; or any Guarantor shall apply for, or there shall be, an appointment of a receiver, liquidator, sequestrator, trustee, or other officer with similar powers for any Guarantor or all or a substantial part of the property of any Guarantor; or any Guarantor shall make an assignment for the benefit of creditors; or any Guarantor shall admit in writing his inability to pay his debts generally as they become due;

(f) A judgment shall have been entered against Borrower or any Guarantor or a judgment or other claim (other than Lender's) shall become a lien upon the Property, and such judgment is not dismissed within ten days after the entry thereof, or such lien is not discharged within ten days following discovery of such lien by, or written notice of such lien to, Borrower or any one of Guarantors;

(g) In the opinion of Lender, a material adverse change shall have occurred in the financial condition of Borrower or any Guarantor or in the value or condition of the Property; and

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(h) Borrower or any Guarantor shall file any suit or action against any Covenantor (as the term "Covenantor" is defined below in paragraph 4.01).

3.04. Upon the expiration of the Standstill Period, if Borrower or Guarantors have not paid to Lender all amounts due under the Note, Lender may proceed to exercise, without additional notice to Borrower or any of Guarantors, its rights and remedies under the Security Documents, including without limitation taking possession of the Property and foreclosing the Mortgage. The expiration of the Standstill Period shall not act to modify, waive, or relinquish any assignment, pledge, release, indemnification, waiver, or other right contained in this Agreement or in the Security Documents and given to or in favor of Lender.

4. Release of Lender, Its Affiliates, and Related Persons.

In consideration of the mutual agreements and covenants herein, Borrower, Guarantors, and each of them, on their own behalf and on behalf of their respective successors, heirs, and assigns (collectively, the "Covenantors"), do hereby jointly and severally acknowledge full and complete satisfaction of, and do hereby release, remise, hold harmless, and agree to indemnify and discharge Lender, and Consolidated Capital Equities Corporation (advisor to Lender), and all of their respective affiliates, subsidiaries, and divisions, and, where applicable, all of their respective trustees, officers, directors, shareholders, employees, attorneys, agents, servants, beneficiaries, consultants, successors, and assigns (collectively, the "Covenantees"), from any and all claims, demands, debts, liabilities, contracts, obligations, accounts, torts, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, whether suspected or unsuspected by the Covenantors, or any of them, which these same Covenantors may have, claim to have had, or have at any time heretofore had or claimed to have had, or which may hereafter accrue against any of the Covenantees, and each of them, arising from or by reason of, or in any way connected with any transaction, occurrence, act, or omission whatsoever, which was commenced, done, omitted, or occurred from the beginning of the World to the date of this Agreement, with regard to any and all claims, demands, debts, liabilities, contracts, accounts, obligations, torts, and claims for relief of whatever kind or nature, including, without limitation, those that:

(a) Arise out of the relationship evidenced by any or all of the Security Documents; and/or

(b) Relate to Lender's attempts to enforce its rights under the Security Documents.

In respect of the release hereinabove set forth, Covenantors, and each of them, hereby expressly waive any and all rights conferred upon them, and each of them, by the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which creditor does not know or suspects exists in his favor at the time of executing the

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release, which if known by him must have materially affected his settlement with the debtor."

5. Acknowledgement of Amount and Payment of Debt.

5.01. Borrower, Guarantors, and each of them, acknowledge that the obligations owed by Borrower to Lender under the Security Documents are in default, that all amounts owed by Borrower to Lender under the Note became due and payable on November 15, 1985, and that as of January 15, 1986 Borrower and Guarantors, jointly and severally, owed Lender the following amounts:

<u>Description</u>	<u>Amount</u>
Principal Balance	\$1,199,446.67
Default Interest on Principal Balance (at 25% default rate from November 16, 1985 to January 16, 1986)	38,476.94
Additional Interest	260,000.00
Attorneys' Fees (approximately)	<u>5,000.00</u>
TOTAL	<u>\$1,502,923.61</u>

5.02. During the Standstill Period, interest on the foregoing Principal Balance continues to accrue at the rate of twelve percent per annum from January 16, 1986 to April 15, 1986, and at the rate of fourteen percent per annum from April 16, 1986 to July 15, 1986. Upon expiration of the Standstill Period, either for the reasons set forth above in paragraph 3.01(a) or paragraph 3.01(b), interest on the foregoing Principal Balance shall accrue at the rate of twenty-five percent per annum.

5.03. Borrower shall pay to Lender's account no. 020-237303 at Crocker National Bank, One Montgomery Street, West Tower 18th Floor, San Francisco, California 94104, by wire transfer or in ready available funds (and shall notify Mark Anderson of Lender's mortgage servicing department at 415-852-7171 at time of said transfer):

(a) The sum of Twelve Thousand Dollars (\$12,000) on February 15, 1986, March 15, 1986, and April 15, 1986;

(b) In the event Borrower does not pay Lender all amounts due under the Note on or before April 15, 1986, Borrower shall pay to Lender in the manner described above the sum of Fourteen Thousand Dollars (\$14,000) on May 15, 1986, June 15, 1986, and July 15, 1986. In addition, Borrower shall pay to Lender all amounts due under the Note on or before July 15, 1986.

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6. Lender's Inspection Rights.

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Lender and/or its designated agent, such as Johnstown American Companies, Inc., shall have the right, upon giving forty-eight hours telephonic notice to Borrower at (312) 452-8660, to inspect any and all of Borrower's books and records which reflect in any manner the income or expenses incurred or paid in managing or operating the Property. After receipt of such notice, Borrower shall assemble all such books and records at the Property, and shall give Lender and/or its agent full and complete access to such books and records for inspection and/or copying.

7. Maximum Amount.

The maximum amount secured by the Mortgage, as amended hereby, shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

8. Understanding of the Parties.

8.01. This Agreement constitutes the entire understanding between the parties hereto and may not be modified, amended, or terminated, except by a written agreement that is signed by each of the parties hereto who are affected by such modification.

8.02. Each of the parties hereto stipulates and agrees that such party has not relied upon any representations, statements, covenants, or warranties in entering into this Agreement other than those actually set forth in this Agreement, incorporated by reference by this Agreement, or specifically referred to in this Agreement.

8.03. Should there be any ambiguity in the construction of this Agreement, this Agreement shall be deemed to be the product of all the parties hereto, and no ambiguity shall be construed in favor of any of the parties in favor of any of the other parties hereto.

8.04. There is not now, nor has there ever been, any agreement or understanding between Borrower and Lender that Lender would lend to Borrower any amounts other than those already lent.

9. No Third Party Benefits.

This Agreement is made for the sole benefit of the parties hereto and the successors and assigns of Lender, except with respect to paragraph 2 pertaining to waiver of redemption rights, and except with respect to paragraph 4 pertaining to releases of additional parties specifically named therein, who shall receive the benefits of those releases, even though they may not be parties to this Agreement in their individual capacities; but no other person or persons shall have any rights or remedies under or by reason of this Agreement.

10. No Assignment of Beneficial Interest Other than to Lender.

Except for any previous collateral assignment to Lyons Capital Resources, Inc., Guarantors, and each of them, acknowledge that they have not sold, assigned, pledged, or transferred their beneficial interest in the Land Trust, nor have they agreed to do so, except to Lender under the ABI.

11. No Actions Adversely Affecting Contemplated Transactions.

Borrower, Guarantors, and each of them, acknowledge that there are no actions, proceedings, or investigations pending or threatened against or affecting Borrower, Guarantors, and each of them, or the Property, and no basis known to Borrower, Guarantors, and each of them, for the same, which, if decided adversely, would affect Borrower's or Guarantors' ability to carry out the transactions contemplated by the Security Documents and this Agreement, or would interfere with or prevent the use of the Property for its intended purpose.

12. Applicable Laws.

This Agreement shall in all respects be governed by the internal laws of the State of Illinois.

13. Severability.

Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever or wherever there is any conflict between any provision of this Agreement and any present or future applicable statute, ordinance, law, or regulation contrary to that of which the parties have no legal right to contract or compromise, the latter shall prevail, but the provisions of this Agreement shall be curtailed and limited only so much as to bring the provision or provisions within the requirements of the applicable law.

14. Section Headings.

The section headings used herein are for convenience only and shall not limit or otherwise affect the terms hereof or the interpretation or construction thereof.

15. Time Is of the Essence.

TIME IS OF THE ESSENCE OF EACH AND EVERY TERM OF THIS MODIFICATION AGREEMENT.

16. Acknowledgement.

Borrower, Guarantors, and each of them, acknowledge that: "The Declaration of Trust establishing Consolidated Capital Income Opportunity Trust, a California business trust (the "Trust"), dated September 6, 1983, a copy of which, together with all amendments thereto (the "Declaration"), is duly recorded in the office of the Recorder of the County of Alameda, State of California,

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provides that: (a) the Trustees shall conduct the Trust's activities in the name of the Trust; (b) the name of the Trust refers to the Trustees collectively as trustees, but not individually or personally; (c) no trustee, shareholder, officer, employee, or agent shall be held for any personal liability, jointly or severally, for any obligation of or claim against the Trust; and (d) all persons dealing with the Trust, in any way, must look solely to the assets of the Trust for the payment of any claims against the Trust." Accordingly, Borrower and Guarantors agree to look solely to the Trust assets for the enforcement of any claims against Lender arising out of this Agreement.

17. Notification.

Except as otherwise provided herein, all notices, reports, documents, or other instruments or things required to be given, served, or delivered to any of the parties hereto shall be in writing and shall be deemed to have been given or made when delivered by hand or three days after they are deposited in the United States mail, postage prepaid, addressed as follows:

If to Borrower, to:

Bank of Ravenswood,
as Trustee II/T/A dated
July 14, 1979 and
known as Trust No. 25-3436
1825 West Lawrence Avenue
Chicago, Illinois 60658

If to any of Guarantors, to:

Joseph Khoshabe and/or Allen F. Mayes
c/o River Grove Financial
4701 North Cumberland
Suite 17A
Norridge, Illinois 60656

If to Lender, to:

Consolidated Capital Income
Opportunity Trust
2000 Powell Street
Emeryville, California 94608
Attention: Mr. Steven R. Lazare

with a copy to:

J. Mark Fisher, Esq.
Kevin D. Evans, Esq.
Schiff Hardin & Waite
7200 Sears Tower

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By such notice, any party may designate another address at which all notices, reports, documents, or other instruments or things required to be given hereunder shall be served or delivered.

18. Exculpation of Borrower.

GENERAL EXCULPATION INFORMATION RIDER

This document is executed by Bank of Ravenscroft, not personally but as Trustee under Trust No. 25-3436 as
afore said, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is
expressly understood and agreed that nothing in said document contained shall be construed as creating any
liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants,
either expressed or implied including but not limited to warranties, indemnifications and hold harmless
representations in said document (all such liability, if any being expressly waived by the parties hereto and
their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any
indebtedness or right accruing under said document shall look solely to the premises described therein for the
payment of enforcement thereof, it being understood that said Trustee merely holds legal title to the premises
described therein and has no control over the management thereof or the income therefrom, and has no knowledge
respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or
beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to
which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the
provisions of this rider shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above.

LENDER:

CONSOLIDATED CAPITAL INCOME OPPORTUNITY TRUST,
a California business trust,

By: CONSOLIDATED CAPITAL EQUITIES CORPORATION,
a Colorado corporation,
Advisor to Consolidated Capital
Income Opportunity Trust

By:

Steven R. Lazare
Steven R. Lazare

Its: Vice President

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Property of Cook County Clerk's Office

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BORROWER:

BANK OF RAVENSWOOD, as Trustee U/T/A
dated July 14, 1978 and known as Trust No. 25-3436,
an Illinois banking organization

By: Martin S. Edwards
Martin S. Edwards
Its: Vice President

GUARANTORS:

Joseph Khoshabe
Joseph Khoshabe, individually

Allen T. Mayes
Allen T. Mayes, individually

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 18th
day of February, 1986 by Martin S. Edwards, Vice President of Bank of
Ravenswood, an Illinois banking organization, on behalf of Bank of Ravenswood,
as Trustee U/T/A dated July 14, 1978 and known as Trust No. 25-3436.

Sylvia L. Carson
Notary Public

My Commission Expires:

5-24-86

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28
day of February, 1988 by Joseph Khoshabe.

James R. Wilson
Notary Public

My Commission Expires:

January 7, 1990

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28
day of February, 1988 by Allen T. Mayes.

James R. Wilson
Notary Public

My Commission Expires:

January 7, 1990

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EXHIBIT A

THE NORTH 16 FEET OF LOT 13 AND ALL OF LOTS 14, 15 AND 16 IN BLOCK 5 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent tax identification no.: 14-08-205-024-0000 *gaw*

Common description of property: 5411 N. Winthrop Avenue
Chicago, Illinois

Property of Cook County Clerk's Office

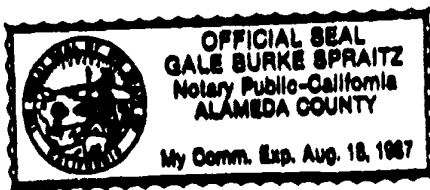
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STATE OF CALIFORNIA)
 : SS.
COUNTY OF ALAMEDA)

On this 14th day of March, 1986, before me, the undersigned, a Notary Public for the State of California, personally appeared STEVEN R. LAZARE, personally known to me to be the person who executed the within instrument as Vice President on behalf of Consolidated Capital Equities Corporation, said corporation being known to me to be the advisor of Consolidated Capital Income Opportunity Trust, and acknowledged to me that the corporation executed the within instrument as advisor and on behalf of the trust pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Gale Burke Spraitz
Notary Public



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