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SECOND AMENDMENT TO MORTGAGE AND  
SECURITY AGREEMENT, COLLATERAL  
ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT

This Amendment, dated as of the 31st day of July, 1985, is entered into by and among THE FIRST NATIONAL BANK OF CHICAGO, a national banking association (the "Lender"), EJV VENTURE, an Illinois joint venture (the "Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 15, 1980, and known as Trust No. 50591 (the "American Trust"), LASALLE NATIONAL BANK, successor to Exchange National Bank of Chicago, not personally but as Trustee under Trust Agreement dated February 12, 1962, and known as Trust No. 10-13627-09 (the "Exchange Trust") and LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated November 1, 1981 and known as Trust No. 104517 (the "LaSalle Trust") (American Trust, Exchange Trust and LaSalle Trust being collectively referred to as "Trust").

W I T N E S S E T H:

WHEREAS, Lender and Borrower executed a certain Loan Agreement dated August 5, 1982, amended by a certain First Amendment of Loan Agreement dated September 18, 1984 (the "Loan Agreement"), providing for the making of a loan (the "Loan") by Lender to Borrower in the principal amount not to exceed \$8,660,000.00 payable on July 31, 1985, evi-

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denced by a Promissory Note dated August 5, 1982, amended by a certain Amendment to Promissory Note dated September 18, 1984, executed by Borrower (the "Note"); and

WHEREAS, as security for the Loan, the Trust executed a certain Mortgage and Security Agreement dated August 5, 1982, recorded in the office of the Recorder of Cook County as Document No. 26321281, amended by a certain First Amendment to Mortgage and Security Agreement, Collateral Assignment of Leases, and Security Agreement dated September 18, 1984, recorded in the office of the Recorder of Cook County as Document No. 27324031 (the "Mortgage") encumbering the property described in Exhibit A hereto; and

WHEREAS, as further security for the Loan, Borrower and Trust executed a certain Collateral Assignment of Leases dated August 5, 1982, recorded in the office of the Recorder of Cook County as Document No. 26321282, amended by a certain First Amendment to Mortgage and Security Agreement, Collateral Assignment of Leases, and Security Agreement dated September 18, 1984, recorded in the office of the Recorder of Cook County as Document No. 27324031 (the "Assignment") encumbering the property described in Exhibit A hereto; and

WHEREAS, as further security for the Loan, Borrower and Trust executed a certain Security Agreement dated August 5, 1982, amended by a certain First Amendment to Mort-

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gage and Security Agreement, Collateral Assignment of Leases, and Security Agreement dated September 18, 1984 (the "Security Agreement"); and

WHEREAS, Lender and Borrower have amended the Loan Agreement by a Second Amendment of Loan Agreement of even date herewith extending the maturity date of the Loan to July 31, 1986 ("Second Amendment of Loan Agreement"); and

WHEREAS, the Note has been amended by a Second Amendment to Promissory Note of even date herewith executed by Borrower and Lender extending the maturity date of the Note to July 31, 1986 (the Note, as so amended, being herein referred to as the "Amended Note");

WHEREAS, Lender, Borrower and Trust have agreed similarly to amend the Mortgage, Security Agreement and Assignment to reflect the extended maturity date;

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Borrower, Trust and Lender agree as follows:

1. All references to the Note contained in the Mortgage, Security Agreement or Assignment shall mean and refer to the Amended Note.

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2. Any reference to the maturity date of the Loan or Note contained in the Mortgage, Security Agreement or Assignment shall be deemed to refer to July 31, 1986.

3. The Mortgage, Security Agreement and Assignment each secure the Amended Note.

4. All references to the Loan Documents contained in the Mortgage, Security Agreement or Assignment shall mean and refer to the Loan Documents, as amended as provided in the Second Amendment of Loan Agreement.

5. The Mortgage, Security Agreement and Assignment, as amended hereby, are hereby ratified and confirmed and are and shall remain in full force and effect.

6. In addition to and not in limitation of any limitation on liability provided by law or by any contract, agreement, instrument or document, the liability of Borrower shall be limited to the assets of Borrower, and no present or future venturer of Borrower shall have any personal liability in connection with the obligations of Borrower under this Agreement or under the Mortgage, Security Agreement or Assignment as amended hereby. A deficit capital account of any present or future venturer of Borrower shall not be an asset of Borrower.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LENDER:

THE FIRST NATIONAL BANK  
OF CHICAGO, a national  
banking association

Attest: Alvin R. Splans  
Commercial Banking Officer

By Tommy M. [Signature]  
Its VICE PRESIDENT

TRUSTS:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,  
not personally but as Trustee  
as aforesaid

Attest: [Signature]  
ASSISTANT SECRETARY

By [Signature]  
Its VICE PRESIDENT

LASALLE NATIONAL BANK, not  
personally but as Trustee  
as aforesaid

Attest: [Signature]  
ASSISTANT SECRETARY

By [Signature]  
Its VICE PRESIDENT

LASALLE NATIONAL BANK, (successor  
to Exchange National Bank of  
Chicago), not personally but  
as Trustee as aforesaid

Attest: [Signature]  
ASSISTANT SECRETARY

By [Signature]  
Its ASSISTANT VICE PRESIDENT

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Amended

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 104517 & 10-13627-09

LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 104517 & 10-13627-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or to perform any covenant, 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 the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming legal rights or security hereunder; and that as far as the mortgagor or grantor and any right or security hereunder; and that as far as the legal holders of the note said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

Property

Office

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BORROWER:

EJV VENTURE, an Illinois joint venture

By JMB/CITY CENTRE COMPANY, an Illinois general partnership

By JMB DEVELOPMENT CORPORATION an Illinois corporation

Attest: \_\_\_\_\_ Secretary

By Stuart Chatham Its President

By METROPOLITAN STRUCTURES, an Illinois general partnership

By METCO Properties, an Illinois limited partnership

By Benjamin A. Levin General Partner

By LEVY BLOCK F LIMITED PARTNERSHIP an Illinois limited partnership

By \_\_\_\_\_ General Partner

Property Address:

16-30 W. Washington Street  
Chicago, Illinois

111 N. Dearborn Street  
Chicago, Illinois

127 N. Dearborn Street  
Chicago, Illinois

P.I.N. 17-09-451-017  
17-09-450-003  
17-09-451-005  
17-09-451-006  
17-09-451-007

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This document prepared by and mail to:

Robert J. Maganuco  
Sidley & Austin  
One First National Plaza  
Chicago, IL 60603



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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Timothy J. Meyer, personally known to me to be the                      Vice President of THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, and Kenneth R. Spens, personally known to me to be the Trust Officer/Assistant Secretary thereof, appeared before me this day in person and acknowledged that, as such                      Vice President and Trust Officer/Assistant Secretary, they signed and delivered such instrument and such Trust Officer/Assistant Secretary caused the corporate seal of such bank to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of such bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20<sup>th</sup> day of September, 1985.

Helen M. Galliner  
Notary Public

Commission expires: 2-17-86

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Stuart C. Nathan, personally known to me to be the President of JMB DEVELOPMENT CORPORATION, an Illinois corporation, appeared before me this day in person and acknowledged that, as such President, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5<sup>th</sup> day of September, 1985.

Kevin T. Haggan  
Notary Public

Commission expires: 12/27/87

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that BENJAMIN A. LEVIS, personally known to me to be a general partner of METCO PROPERTIES, an Illinois limited partnership, appeared before me this day in person and acknowledged that, as such general partner, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such partnership for the uses and purposes therein set forth.

Given under my hand and official seal, this 30<sup>TH</sup> day of AUGUST, 1985.

Patricia L. King  
Notary Public

Commission expires: 4/11/88

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lawrence J. Levy, personally known to me to be a general partner of LEVY BLOCK F LIMITED PARTNERSHIP, an Illinois limited partnership, appeared before me this day in person and acknowledged that, as such general partner, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5<sup>TH</sup> day of September, 1985.

Gene A. Stupp  
Notary Public

Commission expires: 12/27/87

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, LORETTA M. SOVIENSKI, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

J. MICHAEL WIELAND Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and THOMAS A. CLARK, personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such J. MICHAEL WIELAND Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

10 OCT 3 1985 Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Loretta M. Sovienki  
Notary Public

Commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, ALICIA YANEZ, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

JOSEPH W. LANG personally, known to me to be the JOSEPH W. LANG Vice President of LASALLE NATIONAL BANK and THOMAS A. CLARK, personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such JOSEPH W. LANG Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

October Given under my hand and official seal, this 4th day of \_\_\_\_\_, 1985.

Alicia Yanez  
Notary Public  
My Commission Expires August 9, 1989

Commission expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, James A. Clark, a Notary Public in and for the County of State aforesaid, DO HEREBY CERTIFY that James A. Clark, personally known to me to be the ASSISTANT Vice President of LASALLE NATIONAL BANK and JOSEPH W. LANG, personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of October, 1985.

Martha Ann Brooks  
Notary Public

My Commission expires: on August 30, 1987

Notary Public of Cook County Clerk's Office

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EXHIBIT A TO  
SECOND AMENDMENT TO MORTGAGE AND  
SECURITY AGREEMENT, COLLATERAL  
ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT

TRACT 1:

DESCRIPTION OF WASHINGTON LEASEHOLD:

The leasehold estate created by lease, executed by the Woodmen of the World Life Insurance Society, as Lessor and American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated August 15, 1980 and known as Trust Number 50591, as Lessee, dated September 9, 1980, a memorandum of which was recorded September 9, 1980 as Document 25576401 which lease demises the following described land for a term of years beginning September 9, 1980 and ending September 30, 2020.

Parcel 1:

#17-09-451-005-0000 1/4

The West 1/2 of Lot 6 in Block 37 in Original Town of Chicago, in the South East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

#17-09-451-006-0000 1/4

The East 1/2 of Lot 6 in Block 37 in the Original Town of Chicago, in the South East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

#17-09-451-007-0000 1/4

The West 30 feet of Lot 7 in Block 37 in the Original Town of Chicago in the South East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

DESCRIPTION OF WASHINGTON IMPROVEMENTS:

The ownership of the building and improvements now located on the land.

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## TRACT 2:

### DESCRIPTION OF 111 DEARBORN PROPERTY:

#### Parcel 1:

# 17-09-451-015-0000 *Ac*

Part of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of said Lot 5 which is 55 feet 10 inches South of the Northwest corner of said Lot; thence East for a distance of 54 feet along a straight line which, if extended, would intersect the East line of said Lot 5 at a point 54 feet 6 inches South of the Northeast corner of said Lot; thence North 4 feet 8 inches; thence West, 54 feet to a point on the West line of said Lot; thence South 4 feet 8 inches to the point of beginning, in Cook County, Illinois.

#### Parcel 2:

# 17-09-451-017-0000 *Ac*

That part of the North 88 feet 10 inches of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian lying South of a straight line drawn from a point in the West line of said tract that is 33 feet North of the Southwest corner thereof to a point in the East line of said tract that is 34 feet 4 inches North of the Southeast corner thereof, in Cook County, Illinois.

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#5945 # A \*-86-157356

TRACT 3:

DESCRIPTION OF DEARBORN LEASEHOLD:

Leasehold estate as created by the certain indenture of lease made by and between Harris Trust and Savings Bank, as Trustee under Trust No. 31036, Lessor, and Unity Building Partnership, Lessee, dated November 20, 1980 and recorded December 1, 1980 as Document No. 25,666,570 as amended by First Amendment to Lease, dated as of July 1, 1982, demising for a term commencing December 1, 1980 and ending December 31, 2010 the following described land:

The South 80 feet of Original Lot 4 and the South 80 feet of the West 1/2 of Original Lot 3 in Block 37 in the Original Town of Chicago, sometimes described as Lots 4 and 5 in the Assessor's Division of Original Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

# 17-09-450-003.0000 *Jo*

For informational purposes the following assignments of said leasehold estate have been duly executed, delivered and recorded:

Assignor: Unity Building Partnership  
Assignee: 127 North Limited Partnership  
Recorded: December 1, 1980 Document: 25,666,571

Assignor: 127 North Limited Partnership  
Assignee: Thomas Woelfle  
Recorded: December 2, 1981 Document: 26,074,633

Assignor: Thomas Woelfle  
Assignee: La Salle National Bank, as Trustee under Trust Number 104517  
Recorded: December 2, 1981 Document: 26,074,634

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*MAAR*  
*60*  
*23.00*