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SECOND AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

\$17.00

THIS SECOND AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS is entered into as of this 22nd day of April, 1986 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated January 15, 1984 and known as Trust No. 55886 ("Mortgagor") and its sole beneficiary, PRA Associates, an Illinois limited partnership ("Partnership"), to and for the benefit of IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION ("Mortgagee").

RECITALS:

A. Mortgagor is justly indebted to Mortgagee in the principal sum of THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000) evidenced by a certain Mortgage Note dated March 28, 1984, made by Mortgagor and payable to the order of and delivered to Mortgagee in the original principal amount of \$2,600,000, as amended by a First Amendment to Mortgage Note dated November 11, 1984, made by Mortgagor to and for the benefit of Mortgagee, which First Amendment increased such principal amount to \$3,400,000, and as further amended by a Second Amendment to Mortgage Note of even date herewith made by Mortgagor to and for the benefit of Mortgagee, which Second Amendment increased such principal amount to \$3,900,000 (the Mortgage Note, as amended by the First Amendment and Second Amendment, is herein referred to as the "Amended Note").

B. The Amended Note evidences proceeds of a Loan (the "Loan") to be disbursed by Mortgagee to Mortgagor pursuant to the terms and provisions of a certain Construction Loan Agreement dated March 28, 1984 among Mortgagor, Partnership and Mortgagee, as amended by a First Amendment to Construction Loan Agreement dated November 11, 1984 and a Second Amendment to Construction Loan Agreement of even date herewith, both among Mortgagor, Partnership and Mortgagee (the Construction Loan Agreement, as amended by such First Amendment and Second Amendment, is herein referred to as the "Amended Loan Agreement").

C. The Amended Note is secured by the following (collectively, the "Loan Documents"):

(i) Mortgage dated March 28, 1984 made by Mortgagor in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27040900, amended by a First Amendment to Mortgage and Other Loan Documents dated November 11, 1984 (the "First Amendment"), and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 20, 1984 as Document No. 27379388 (the Mortgage, as amended by the First Amendment, is referred to herein as the "Mortgage"). The Mortgage covers certain property (the "Property") located in Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof;

(ii) Assignment of Rents and Lessor's Interest in Leases dated March 28, 1984 made by Mortgagor and Partnership to Mortgagee and recorded in the Office of the

PREPARED BY * Return To:

M. T. Cowin
Greenberger, Krauss & Jacobs
180 N. La Salle
Suite 2700
Chicago, IL 60601

BOX 333-HV

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JACOBS + KRASS + GREENBERG

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M.T. COVIN

PREPARED BY & RETURN TO :

Assignment of Rents and Lessor's Interest in Leases dated March 28, 1984 made by Mortgagor and Partnership to Mortgagee and recorded in the Office of the

(i) Mortgage dated March 28, 1984 made by Mortgagor in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27040900, amended by a First Amendment to Mortgage and Other Loan Documents dated November 11, 1984 (the "First Amendment"), and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 20, 1984 as Document No. 27379388 (the Mortgage, as amended by the First Amendment, is referred to herein as the "Mortgage"). The Mortgage covers certain property (the "Property") located in Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof;

(ii) The Amended Note is secured by the following (collectively, the "Loan Documents"):

A. Mortgagor is justly indebted to Mortgagee in the principal sum of THREE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,900,000) evidenced by a certain Mortgage Note dated March 28, 1984, made by Mortgagor and payable to the order of and delivered to Mortgagee in the original principal amount of \$2,600,000, as amended by a First Amendment to Mortgage Note dated November 11, 1984 made by Mortgagor to and for the benefit of Mortgagee, which First Amendment increased such principal amount to \$3,400,000, and as further amended by a Second Amendment to Mortgage Note of even date herewith made by Mortgagor to and for the benefit of Mortgagee, which Second Amendment increased such principal amount to \$3,900,000 (the Mortgage Note, as amended by the First Amendment and Second Amendment, is herein referred to as the "Amended Note").

B. The Amended Note evidences proceeds of a Loan (the "Loan") to be disbursed by Mortgagee to Mortgagor pursuant to the terms and provisions of a certain Construction Loan Agreement dated March 28, 1984 among Mortgagor, Partnership and Mortgagee, as amended by a First Amendment to Construction Loan Agreement dated November 11, 1984 and a Second Amendment to Construction Loan Agreement of even date herewith, both among Mortgagor, Partnership and Mortgagee (the Construction Loan Agreement, as amended by such First Amendment and Second Amendment, is herein referred to as the "Amended Loan Agreement").

C. The Amended Note is secured by the following (collectively, the "Loan Documents"):

RECITALS:

THIS SECOND AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS is entered into as of this 22nd day of April, 1986 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated January 15, 1984 and known as Trust No. 55886 ("Mortgagor") and its sole beneficiary, PRA Associates, an Illinois limited partnership ("Partnership"), to and for the benefit of IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION ("Mortgagee").

SECOND AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

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Recorder of Deeds of Cook County, Illinois as Document No. 27040901, as amended by the First Amendment;

(iii) Security Agreement (Chattel Mortgage) dated March 28, 1984 made by Mortgagor and Partnership to Mortgagee, as amended by the First Amendment;

(iv) Assignment of Plans, Specifications, Construction and Service Contracts dated March 28, 1984 made by Mortgagor and Partnership to Mortgagee, as amended by the First Amendment; and

(v) Combined Security Agreement and Assignment of Beneficial Interest in Land Trust dated March 28, 1984 made by Partnership to Mortgagee, as amended by the First Amendment.

D. Mortgagor has requested that Mortgagee increase the amount of the Loan from \$3,400,000 to \$3,900,000. Mortgagee has agreed to so increase the Loan, subject to Mortgagor, Partnership and others agreeing to the terms and conditions contained in this Second Amendment to Mortgage and other Loan Documents, the Second Amendment to Mortgage Note, the Second Amendment to Construction Loan Agreement and the Second Amendment to Guaranty being executed and delivered by Mortgagor, Partnership and others to Mortgagee concurrently herewith.

NOW THEREFORE, in order to induce Mortgagee to increase the amount of the Loan from \$3,400,000 to \$3,900,000 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Partnership hereby agree as follows:

1. The above Recitals are incorporated as though stated at length herein.
2. All references to the "Note" in the Mortgage and the other Loan Documents shall be deemed to refer to the Amended Note.
3. All references to the Mortgage and other Loan Documents contained in the Amended Note, the Amended Loan Agreement and the Guaranty dated March 28, 1984 made by Sheldon Lavin, Jerome Brault, James G. O'Donnell, James Kirby and William Clark, as amended by a First Amendment to Guaranty dated November 11, 1984 and Second Amendment to Guaranty of even date herewith, shall be deemed to refer to the Mortgage and Loan Documents as amended by this Second Amendment.
4. All references to the "Loan Agreement" contained in the Mortgage and other Loan Documents shall be deemed to refer to the Amended Loan Agreement.
5. The Mortgage and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Amended Note.
6. Mortgagor and Partnership hereby ratify and confirm the Mortgage and other Loan Documents, as hereby amended, and the liens and security interests created thereby, and acknowledge that they have no defenses or claims for set-off against the enforcement thereof by Mortgagee.
7. This Second Amendment shall be binding on Mortgagor, Partnership, Partnership's general partners and their respective heirs, legatees, legal representatives, successors and assigns.

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8. Except as expressly provided herein, the Mortgage and other Loan Documents shall remain in full force and effect in accordance with their respective terms.

9. This Second Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Second Amendment shall be construed as creating any personal liability on said Trustee.

IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

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

By: [Signature] **VICE PRESIDENT**

Title: _____

Attest: [Signature]

Title: **ASSISTANT SECRETARY**

PRA ASSOCIATES, an Illinois limited partnership

By: PRA Associates, Inc., an Illinois corporation, general partner

By: [Signature]

Title: **VICE PRESIDENT**

Attest: [Signature]

Title: **Ass't. Secretary**

COOK COUNTY, ILLINOIS
RECORDED

1933 SEP -3 PM 2:45

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THIS INSTRUMENT PREPARED BY:

Merle Teitelbaum Cowin, Esq.
Greenberger, Krauss & Jacobs, Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Property Address:

100-150 Euclid
PARK RIDGE, ILLINOIS

Permanent Real Estate
Tax Index No.:

09-35-207-029-0000

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TRUSTEE'S ENDORSEMENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated January 15, 1984 and known as Trust No. 55886, hereby acknowledges receipt of the foregoing Second Amendment.

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

By: _____

Title: _____

~~Authorized Officer~~

Date: August 9, 1986

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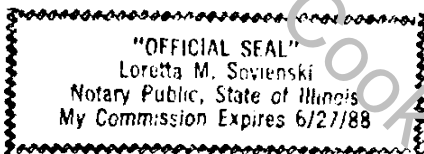
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

LORETTA M. SOVIENSKI

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PETER JOHANSEN, the ASST. SEC. of American National Bank and Trust Company of Chicago (the "Bank"), and RICHARD G. GATHERIC, the ASST. SEC. of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 the said _____ then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his 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 7th day of AUGUST, 1986.



Loretta M. Soviensi
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kay Widdis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Clark, the Vice President of PRA Associates, Inc., an Illinois corporation, and a general partner of PRA Associates, an Illinois limited partnership (the "Corporation"), and Janet Jacobsen, the Asst. 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 William Clark and Janet Jacobsen, 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 Corporation and said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of August, 1986.

Kay Widdis
NOTARY PUBLIC

(SEAL)

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EXHIBIT A

Parcel 1:

Lot 3 in the Summit, being a resubdivision of certain lots in certain blocks in the North East 1/4 of Section 35, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 23, 1984 as Document No. 27017048 in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in Declaration of Covenants, Conditions, Restrictions and Easements dated September 7, 1983 and recorded December 20, 1983 as Document No. 26902934 for parking, ingress and egress over the following described land:

The Southeasterly 1/2 of that part of Euclid Avenue vacated by Ordinance dated July 19, 1983 and recorded December 20, 1983 as Document No. 26902933 which lies Northeasterly of the Southwesterly line of Lot 20, extended Northwesterly, in Block 2 in Outlet's Subdivision of part of the Northeast 1/4 of Section 35, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in Easement Grant dated March 14, 1984 and recorded March 26, 1984 as Document No. 27018924 and as created by Deed dated March 26, 1984 and recorded April 11, 1984 as Document No. 27040898 for ingress and egress and public utilities over the following described land:

Lot 2 in the Summit, being a resubdivision of certain lots in certain blocks in the North East 1/4 of Section 35, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 23, 1984 as Document No. 27017048 in Cook County, Illinois.

COMMONLY KNOWN AS THE SUMMIT SHOPPING CENTER

09-35-506-022 *lm*

09-35-207-029

09-35-207-014

09-35-207-030

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