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SECOND AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

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This Second Amendment to Mortgage and Other Loan Documents ("Amendment") is made as of this 1st day of July, 1987, by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated June 16, 1982, and known as Trust No. 55461 ("Trustee"), M-P Joint Venture, an Illinois general partnership ("Partnership") (Trustee and Partnership are sometimes collectively referred to herein as "Borrower") and Citicorp Real Estate, Inc., a Delaware corporation ("Lender").

PRELIMINARY STATEMENT

A. Pursuant to the terms of a Loan Agreement dated June 13, 1983, by and among Trustee, Partnership, and Lender ("Loan Agreement"), Lender has agreed to make a loan (the "Loan") to Borrower in the maximum amount of \$110,000,000.

B. In accordance with the terms of the Loan Agreement, Trustee has executed and delivered to Lender a Mortgage Note dated June 13, 1983, in the original principal amount of \$110,000,000 (the "Note"). Trustee has also executed and delivered a First Mortgage securing the Note, dated as of June 13, 1983, recorded with the Cook County, Illinois, Recorder of Deeds on June 29, 1983, as Document No. 26666458 (the "Mortgage"). As further security for the performance of Borrower's obligations, Borrower has delivered to Lender the following additional documents:

1. Security Agreement, dated as of June 13, 1983, between Borrower and Lender.

2. Assignment of Construction Documents, dated as of June 13, 1983, between Borrower and Lender.

3. Assignment of Architectural and Engineering Documents, dated as of June 13, 1983, between Borrower and Lender.

4. Assignment of Rents and Leases, dated June 13, 1983, between Borrower and Lender, recorded with the Cook County, Illinois, Recorder of Deeds on June 29, 1983, as Document No. 26666459 ("Assignment of Rents and Leases").

5. Assignment of Management, Maintenance, and Service Documents, dated as of June 13, 1983, between Borrower and Lender.

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6. Guaranty, dated as of June 13, 1983, from Metropolitan Structures, an Illinois general partnership ("Structures") and The Prudential Insurance Company of America ("Prudential"), which are the two partners of the Partnership.

7. Assignment of Partnership Interest, dated as of June 13, 1983, between Prudential and Lender, securing Prudential's obligations under the Guaranty.

8. Security Agreement and Assignment of Beneficial Interest, dated as of June 13, 1983, between the Partnership and Lender.

9. Assignment of License Agreement, dated as of June 13, 1983, between Borrower and Lender.

10. Uniform Commercial Code Financing Statements in connection with the Security Agreement and Assignment of Partnership Interest.

The Note was amended pursuant to a First Amendment to Note, dated November 29, 1983 ("First Amendment to Note"). The Loan Agreement, Mortgage, and each of the additional security documents described above were amended pursuant to a First Amendment to Mortgage and Other Loan Documents, dated November 29, 1983 and as amended are collectively referred to herein as the "Loan Documents."

C. Borrower has requested that Lender increase the amount of the Loan by \$25,000,000 (the "Loan Increase"), and Lender is willing to provide the Loan Increase on the terms and conditions hereinafter set forth, including the payment of the additional Loan Fee specified herein.

D. Lender and Borrower desire to amend the Loan Documents to reflect the Loan Increase.

E. The execution and delivery of this Amendment by Borrower, and the consent thereto by Structures and Prudential, as guarantors, is a condition precedent to Lender's obligation to disburse the Loan Increase.

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:

AGREEMENTS

1. This Amendment, when executed by the parties hereto, shall be incorporated into and constitute a part of the Loan

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Documents. The terms used in this Amendment shall have the same definitions as set forth in the Loan Agreement, to the extent that such terms are defined therein and are not redefined in this Amendment.

2. The maximum principal amount of the Loan is hereby increased from \$110,000,000 to \$135,000,000. All references in the Loan Agreement and Loan Documents to the sum of "\$110,000,000" (being the original maximum amount of the indebtedness of Borrower to Lender) shall be deleted and "\$135,000,000" (in words and figures, as appropriate) shall be substituted therefor. All references in the Loan Agreement and Loan Documents to the Loan shall be deemed to refer to the Loan, as increased in accordance with this Amendment.

3. Lender's obligation to disburse any portion of the Loan Increase shall be conditioned upon Borrower's payment of a Loan Fee in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). Said Loan Fee shall be deemed fully earned and immediately due and payable upon the execution of this Amendment, regardless of whether or not additional disbursements of the Loan are made, unless such failure to disburse is due to Lender's default under the Loan Documents.

4. In addition to payment of the Loan Fee specified above, Borrower shall have satisfied the following conditions prior to the first disbursement of the Loan Increase:

(a) Borrower shall have furnished to Lender a Second Amendment to Mortgage Note, between Trustee and Lender ("Second Amendment to Note").

(b) Borrower shall have furnished to Lender a reaffirmation of the Guaranty from Structures and Prudential, which reaffirmation shall also consent to the increase of the Loan contained in this Amendment.

(c) Borrower shall have furnished to Lender an opinion from counsel for the Borrower and Guarantors, in form and substance satisfactory to Lender, with respect to the execution and delivery of this Amendment.

(d) Borrower shall have furnished to Lender an updated survey of the proposed addition to the Project.

(e) Borrower shall have furnished to Lender an endorsement to the Mortgage Title Insurance Policy increasing the amount of said Mortgage Title Insurance Policy by \$25,000,000 (with such additional reinsurance as may be required by Lender), dating down the effective date of the Mortgage Title Insurance Policy to the date of such

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disbursement, insuring the absence of any encroachment by the proposed addition shown on the survey delivered pursuant to (d) above, and showing no exceptions to title.

(f) Borrower shall have furnished such other documentation as Lender may reasonably request in connection with the increase in the amount of the Loan.

5. The Note, as amended by the First Amendment to Note and Second Amendment to Note, continues to be secured by the Loan Documents.

6. All references in the Loan Documents to the Note shall be deemed to refer to the Note, as amended by the First Amendment to Note and Second Amendment to Note.

7. Except as expressly provided herein, all the terms and provisions of the Loan Documents shall remain in effect and unchanged, including but not limited to all limitations on liability. In the event of any inconsistency between the terms of the Loan Documents and the terms of this Amendment, the terms of this Amendment shall prevail. The parties hereby confirm the Loan Documents, except as amended hereby.

8. Anything in this Agreement to the contrary notwithstanding, the agreements of the Partnership and the Partners contained herein and in the Loan Agreement and in the Loan Documents (except the liability of the Guarantors under the Guaranty) shall only be enforceable against and, in the event of a default by Borrower under the Loan Agreement or under the Loan Documents, the liability of the Partnership shall be collected only from, the interests in the Project owned by the Partnership. Without limiting the generality of the foregoing, (i) no Partner shall have any individual or personal liability in respect of any claim arising out of or related to the Loan Agreement or the Loan Documents (except the liability of the Guarantors under the Guaranty); (ii) a deficit capital account of any Partner in the Partnership shall not be deemed an asset or property of the Partnership; (iii) no partner of Structures shall be individually or personally liable in respect of any claim arising out of or related to the Loan Agreement or any of the Loan Documents; and (iv) a deficit capital account of any partner in Structures shall not be deemed an asset or property of Structures.

9. This Agreement is executed by Trustee not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note

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contained shall be construed as creating any liability on Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being after claiming any right or security hereunder, and that so far as Trustee personally is concerned, the Holders and the owner or owners of any indebtedness accruing hereunder or under the Note shall look solely to any one or more of: (1) the Real Estate and the rents, issues and profits thereof, for the payment thereof by the enforcement of the lien created by the Mortgage, as amended, in the manner therein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of Guarantors.

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

BORROWER:

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

Attest:

By

Its

By

Its

M-P JOINT VENTURE, an Illinois
general partnership

Attest:

By

Its

By The Prudential Insurance
Company of America, a
New Jersey corporation

By

Its

By

Metropolitan Structures,
an Illinois general
partnership

By

Metco Properties, an
Illinois limited part-
nership, a General
Partner

By

Its

LENDER:

CITICORP REAL ESTATE, INC.,
a Delaware corporation

By

Its

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This Document was prepared
by and should be returned to
Valerie B. Jarrett
Sonnenschein Carlin Nath
& Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
(312) 876-7471

Attest:

By

Charles R. Purse
Its Senior Account Officer

Property of Cook County Clerk's Office

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PARCEL 1:

A parcel of land, comprised of a part of each of lots 7, 8, 9, 10 and 11 in Block 6 in the Illinois Central Railroad Company's subdivision of Lots 1 to 6, inclusive, in Block 6 in Fort Dearborn Addition to Chicago, also of the addition to said Block 6 and a subdivision of Lots 1, 2, 3, 4 and 6 in Block 11 in Fort Dearborn Addition to Chicago, also of Addition to said Lots, in the Southwest Quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian as per plat recorded January 21, 1856 in Book 98 of Maps, Page 36, as Document No. 66635, in Cook County, Illinois;

Together with a part of vacated N. Beaubien Court, 50 feet wide lying East of and adjoining said Lots 7, 8, 9, 10 and 11 in Block 6 aforesaid; and

Part of the lands lying East of and adjoining Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, which parcel of land is bounded and described as follows:

Beginning on the South line of said Lot 11 in Block 6, aforesaid, at the point of intersection of said South line with the East line of the West 61.50 feet of said Lot 11, and running

Thence North along the East line of the West 61.50 feet of said Lots 11, 10, 9, 8 and 7 in Block 6, aforesaid, a distance of 100.986 feet to the point of intersection of said East line of the West 61.50 feet of Lot 7 with the Westward Extension of a line 195.00 feet, measured at right angles, South from and parallel with the South line of E. South Water Street, 92.00 feet wide, as said E. South Water Street was dedicated by instrument recorded in the Recorder's Office of Cook County, Illinois on the 3rd Day of May, 1972, as Document No. 21889519;

Thence East along the Westward extension of said parallel line a distance of 119.706 feet to an intersection with the East line of said N. Beaubien Court vacated by Ordinance passed by the City Council of the City of Chicago on the 5th Day of July, 1972, and recorded in said recorder's office on the 8th day of December, 1972 as Document No. 22152086;

Thence East along said line 195.00 feet, measured at right angles, South from and parallel with the South line of said E. South Water Street 92.00 feet wide (said parallel line being perpendicular to said East line of vacated N. Beaubien Court), a distance of 164.50 feet;

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Thence North along a line 164.50 feet, measured perpendicularly, East from and parallel with said East line of vacated N. Beaubien Court, and along a Northward extension thereof, a distance of 220.34 feet to an intersection with a line 20.66 feet, measured perpendicularly, South from and parallel with the centerline of said E. South Water Street, 92.00 feet wide;

Thence East along said last mentioned parallel line a distance of 76.50 feet to an intersection with the Northward extension of a line 241.00 feet, measured perpendicularly, East from and parallel with said East line of vacated N. Beaubien Court;

Thence South along said Northward extension, and along said parallel line, a distance of 323.013 feet to an intersection with the North line of Parcel "K" in Plat of "Mid-America" a Resubdivision of the Prudential and Illinois Central Subdivision (which resubdivision was recorded in said Recorder's Office on the 20th day of November, 1957 in Book 504 of Plat at Pages 1 to 11, both inclusive, as Document No. 17069914);

Thence West along said North line of Parcel "K" a distance of 241.00 feet to the Northwest corner of said Parcel "K" (said Northwest corner of Parcel "K" being a point on said East line of vacated N. Beaubien Court);

Thence Westwardly along a straight line a distance of 50.008 feet to the Southeast corner of said Lot 11 in Block 6, aforesaid; and

Thence West along the South line of said Lot 11 in Block 6, aforesaid, a distance of 69.71 feet to the point of beginning,

Containing 53,777.76 square feet of land, more or less.

Excepting from said parcel of land that part thereof bounded and described as follows:

Beginning at that corner of said parcel of land situated on the East line of said vacated N. Beaubien Court at the Northwest corner of Parcel "K" of "Plat of Mid-America" aforesaid, and running

Thence Westwardly along a straight line (which if extended will intersect the West line of said vacated N. Beaubien Court at the Southwest corner of Lot 11 in Block 6, aforesaid), a distance of 8.001 feet to an intersection with a line which is 8.00 feet, measured perpendicularly, West from and parallel with said East line of vacated N. Beaubien Court.

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SCHEDULE _____ CONT'D.

Thence North along said parallel line a distance of 102.528 feet to an intersection with the Westward extension of said line 195.00 feet, measured perpendicularly, South from and parallel with the South line of said E. South Water Street, 92.00 feet wide;

Thence East along said extended line a distance of 8.00 feet to an intersection with said East line of vacated N. Beaubien Court; and

Thence South along said East line of vacated N. Beaubien Court, a distance of 102.673 feet to the point of beginning;

And lying below and extending downward from a Horizontal plane having an elevation of 6.90 feet above Chicago City Datum.

And excepting from said Parcel of land that part thereof bounded and described as follows:

Beginning at that corner of said Parcel of land situated on the East line of said vacated N. Beaubien Court at the Northwest corner of Parcel "K" of "Plat of Mid-America", aforesaid, and running

Thence North along said East line of vacated N. Beaubien Court a distance of 102.673 feet to an intersection with said line 195.00 feet, measured perpendicularly, South from and parallel with the South line of E. South Water Street, 92.00 feet wide;

Thence East along said parallel line (said parallel line being perpendicular to said East line of vacated N. Beaubien Court), a distance of 117.882 feet;

Thence South along a line parallel with said East line of vacated N. Beaubien Court, a distance of 102.673 feet to an intersection with the North line said Parcel "K" in "Plat of Mid-America", aforesaid; and

Thence West along said North line of Parcel "K" a distance of 117.882 feet to the point of beginning;

Any lying below, and extending downward from, an inclined plane rising from an elevation of 10.50 feet above Chicago City Datum along said North line of Parcel "K" to an elevation of 10.83 feet above Chicago City Datum, along said line which is 195.00 feet, measured perpendicularly, South from and parallel with said South line of E. South water Street, 92.00 feet wide;

And excepting from said Parcel of land that part thereof (heretofore dedicated for E. South Water Street) Bounded and described as follows:

Beginning at that corner of said parcel of land which is 164.50 feet, measured perpendicularly, East from a Northward extension of the East line of vacated N. Beaubien Court, and 20.66 feet, measured perpendicularly, South from the centerline of said E. South Water Street, 92.00 feet wide, and running

Thence East along a line 20.66 feet, measured perpendicularly, South from and parallel with the Centerline of E. South Water Street, 92.00 feet wide, a distance of 76.50 feet to an intersection with the Northward extension of a line 241.00 feet, measured perpendicularly, East from and parallel with said East line of vacated N. Beaubien Court;

Thence South along said Northward extension and along said parallel line, a distance of 25.34 feet to an intersection with the South line of said E. South Water Street;

Thence West along said South line of E. South Water Street a distance of 76.50 feet to an intersection with a line 164.50 feet, measured perpendicularly, East from and parallel with said East line of vacated N. Beaubien Court; and

Thence North along said parallel line, and along a Northward extension thereof, a distance of 25.34 feet to the point of beginning.

And lying below and extending downward from the inclined planes establishing the upper limits of the land, property, and space dedicated for E. South Water Street, 92.00 feet wide.

PARCEL 2:

Perpetual right and easement for the benefit of Parcel 1 to construct, maintain and repair caissons, columns and other necessary supports in that part of the land under the West 117.882 feet of the East 241 feet of Parcel 1 for buildings to be constructed upon said Parcel 1 and adjoining property as created by easement agreement between Illinois Central Gulf Railroad Company, a corporation of Delaware, and American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust No. 75802, dated October 7, 1976 and recorded October 7, 1976 as Document Number 23665779 and as amended by amendment dated October 6, 1977 and recorded October 11, 1977 as Document Number 24141634.

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PARCEL 3:

Perpetual right and easement for the benefit of Parcel 1 to place, maintain and repair (and to replace if destroyed) the structure, foundations and supports at the approximate locations within dedicated East South Water Street as shown and described on Sheet 2 of Plat of dedication dated April 14, 1972 made by Illinois Central Railroad Company, recorded May 3, 1972 as Document Number 21889519, as:

- (1) Reserved in Plat of dedication recorded as Document Number 21889519; and
- (2) Conveyed by Deed dated October 7, 1976 and recorded October 7, 1976 as Document Number 23685777, made by Illinois Central Gulf Railroad Company, a corporation of Delaware, to American National Bank and Trust Company of Chicago, a national banking association, as trustee under Trust No. 75802; and
- (3) Conveyed by Deed dated October 6, 1977 and recorded October 11, 1977 as Document Number 24141633, made by Illinois Central Gulf Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 75802, in Cook County, Illinois.

PARCEL 4:

Perpetual right and easement for the benefit of Parcel 1 created by Trustee's deed dated July 5, 1972 and recorded December 8, 1972 as Document Number 22152107, made by American National Bank and Trust Company of Chicago, not personally, but as Trustee under the provisions of Deeds in Trust duly recorded and delivered to said Trustee in pursuance of certain Trust Agreements, trust Numbers 30316, 75802 and 75906, respectively, to Illinois Central Railroad Company for the perpetual right to construct, maintain and repair supporting columns, caissons and beams for building or buildings in that part of the following described real estate lying North of the South line of said Parcel 1:

All of the land, property and space in that part of North Dearborn Court, a vacated Street, 50 feet wide (formerly known as Central Avenue), as shown on the plat of the Subdivision of Lots 1 to 6, both inclusive, in Block 6, in Fort Dearborn addition to Chicago, also of addition to said Block 6, and subdivision of Lots 1, 2, 3, 4 and 6 in Block 11 in Fort Dearborn Addition to Chicago, also of Addition to said lots, which plat was recorded January 21, 1856 in Book 98 of Maps, Page 36 as Document Number 66635, in Cook County, Illinois, which is bounded and described as follows:

SCHEDULE _____ cont'd.

Beginning on the East line of said North Beaubien Court, at the Northwest corner of parcel "K" as shown and described on the Plat titled Plat of Mid-America, a resubdivision of the Prudential and Illinois Central Subdivision (which plat was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 20, 1957 as Document Number 17069914); and running thence Westwardly along a straight line (which if extended, will intersect the West line of said North Beaubien Court, at the Southeast corner of Lot 11 in Block 6 in said Subdivision of Lots in Block 6 and 11, in Fort Dearborn Addition to Chicago), a distance of 8.001 feet to an intersection with a line which is 8.00 feet, measured perpendicularly, West from and parallel with said East line of North Beaubien Court; thence North along said parallel line, a distance of 310.626 feet to an intersection with the South line, extended East, of East South Water Street, 66 feet wide, as said East South Water Street is located in Fort Dearborn Addition to Chicago; thence East along said Eastward extension of the South line of East South Water Street, a distance of 8.00 feet to an intersection with said East line of North Beaubien Court; and thence South along said East line of North Beaubien Court, a distance of 310.671 feet to the point of beginning, and which lies below and extends downward from a horizontal plane having an elevation of 6.90 feet above Chicago City Datum.

PARCEL 5:

Perpetual rights and easement as created by Boulevard Towers easements, reservations, covenants and restrictions by and among American National Bank and Trust Company of Chicago, as Trustee under Trust No. 46448, American National Bank and Trust Company of Chicago, as Trustee under Trust No. 55461 and American National Bank and Trust Company of Chicago, as Trustee under Trust No. 75802 dated June 13, 1983 and recorded June 29, 1983 as Document Number 26665607 for parking, pedestrian areas, support Truck Docks, locker room, ground water drainage, gas service line, energy management system, fire command and elevator control, party wall, and common trash room.

PARCEL 6:

Perpetual right and easement for the benefit of Parcel 1, created by slab support easement dated November 15, 1979 and recorded December 5, 1979 as Document Number 25268633, made by Metropolitan Two Illinois Center in favor of American National Bank and Trust Company of Chicago, as Trustee under Trust No. 75802, to utilize certain structures or property described therein to support structures on Parcel 1.

PARCEL 7:

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"LEGAL DESCRIPTION CONTINUED"

SCHEDULE _____ cont'd.

Reciprocal easements and rights for the benefit of Parcel 1 to use the concourse level of "Two Illinois Center" as created by Reciprocal Easement Agreement by and between Metropolitan Two Illinois Center and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 11, 1971, known as Trust No. 75802 and American National Bank and Trust Company of Chicago, as Trustees under Trust Agreement dated September 1, 1979, known as Trust No. 46448 dated February 2, 1982 and recorded February 3, 1982 as Document Number 26133433 in Cook County, Illinois.



Perm. Ticket
HIS
E. 20
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17 10 304 019

Address of Property

205 N. Michigan Chicago Ill

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Property of Cook County Clerk's Office

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