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SECOND SUPPLEMENT TO MORTGAGE AND FIRST AMENDMENT TO MORTGAGE NOTE #1, MORTGAGE NOTE #2, ASSIGNMENT OF LESSOR'S INTEREST IN LEASE(S), SECURITY AGREEMENT, AND OTHER DOCUMENTS

THIS SECOND SUPPLEMENT TO MORTGAGE AND FIRST AMENDMENT TO MORTGAGE NOTE #1, MORTGAGE NOTE #2, ASSIGNMENT OF LESSOR'S IN LEASE(S), SECURITY AGREEMENT, AND OTHER MORTGAGE DOCUMENTS is made and entered into as of the 1st day of March, 1987 by and among HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, as Trustee under Trust Agreement dated June 1, 1984 and known as Trust No. 42839 ("Harris"), having its office at 111 West Monroe Street, Chicago, Illinois; CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee under Trust Agreement dated March 13, 1972 and known as Trust No. 59466 ("Chicago"), having its office at 111 West Washington Street, Chicago, Illinois 60602 (hereinafter, jointly and severally, sometimes collectively referred to as "Mortgagor"); CASSAB III, an Illinois limited partnership and the sole beneficiary of Chicago ("Beneficiary"), having its office at c/o BASSAC Financial, Ltd., 720 North Franklin Street, Chicago, Illinois 60610; and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("Teachers"), having an office at 730 Third Avenue, New York, New York 10017.

55554/V-790281/290981/41-28821-52N

SIX A

In Resubdivision of parts of Lots 2, 4, 6 and 7 in Woodfield, being a Subdivision of part of the Northwest Quarter (4) and the Northeast Quarter (4) and the Southeast Quarter (4) of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat of said Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 23, 1972, as Document Number 2613782.

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107-13-200-022 B.B.O. 600 Woodfield Drive Schaumburg Ill

Chicago originally payable to the order of Continental Illinois National Bank and Trust Company of Chicago;

(c) Mortgage dated December 22, 1972 ("Mortgage") filed with the Registrar of Titles of Cook County, Illinois on January 25, 1973 as Document No. LR 2671959 and recorded with the Recorder of Deeds of Cook County, Illinois on January 25, 1973 as Document No. 22199367, which Mortgage was assigned to Mortgagor by Assignment dated October 28, 1974 and filed with the aforesaid Registrar on October 30, 1974 as Document No. 2781184 and recorded with the aforesaid Recorder on October 30, 1974 as Document No. 22893285 and which Mortgage was modified by First Supplement to Mortgage dated April 14, 1975 ("First Supplement") and filed with the aforesaid Registrar on April 23, 1975 as Document No. 2804165 and recorded with the aforesaid Recorder on April 23, 1975 as Document No. 23059651 encumbering certain real property located in the County of Cook, State of Illinois, as more particularly described therein, (the legal description of which real property is set forth in the Mortgage), together with the improvements thereon and Mortgagor's right, title and interest in and to certain other property, rights and interests as more particularly set forth in the Mortgage and First Supplement;

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(d) Assignment of Lessor's Interest in Lease(s) dated October 28, 1974 (the "Assignment of Leases") and filed with the Registrar of Titles of Cook County, Illinois on October 30,

06/23/87/000F9152

after filing + recording

Please return to:
Floor Title Insurance Company
69 West Washington Street
Chicago, IL 60602 Re: BOX 15
NTS

After filing + recording

(d) Assignment of Lessor's Interest in Lease(s) dated October 28, 1974 (the "Assignment of Leases") and filed with the Registrar of Titles of Cook County, Illinois on October 30,

set forth in the Mortgage and First Supplement; other property, rights and interests as more particularly Mortgage, together with the improvements thereon and description of which real property is set forth in the Illinois, as more particularly described therein, (the legal real property located in the county of Cook, State of April 23, 1975 as Document No. 23059651 encumbering certain 2804165 and recorded with the aforesaid Recorder on aforesaid Registrar on April 23, 1975 as Document No. dated April 14, 1975 ("First Supplement") and filed with the Recorder on October 30, 1974 as Document No. 22893383 and 1974 as Document No. 2781184 and recorded with the aforesaid Registrar on October 28, 1974 and filed with the Registrar of Titles of Cook County, Illinois on January 25, 1973 as Document No. LR 2671969 and recorded with the Registrar of Titles of Cook County, Illinois filed with the Registrar of Titles of Cook County, Illinois dated December 22, 1972 ("Mortgage")

(c) Mortgage Note #1 ("Note #1") dated December 22, 1972 in the principal amount of SIX MILLION TWO HUNDRED THOUSAND AND 00/100THS DOLLARS (\$6,200,000.00) made by Illinois National Bank and Trust Company of Chicago; Chicago originally payable to the order of continental FIFTY THOUSAND AND 00/100THS DOLLARS (\$1,550,000.00) made by Illinois National Bank and Trust Company of Chicago; Mortgage Note #2 ("Note #2") dated December 22, 1972 in the principal amount of ONE MILLION FIVE HUNDRED

WHEREAS, Teachers is the owner and holder of the following:

W I T N E S S E T H :

THIS SECOND SUPPLEMENT TO MORTGAGE AND FIRST AMENDMENT TO MORTGAGE NOTE #1, MORTGAGE NOTE #2, ASSIGNMENT OF LESSOR'S IN LEASE(S), SECURITY AGREEMENT, AND OTHER MORTGAGE DOCUMENTS IS made and entered into as of the 1st day of March, 1987 by and among HARRIS TRUST AND SAVINGS BANK, an Illinois corporation

SECOND SUPPLEMENT TO MORTGAGE AND FIRST AMENDMENT TO MORTGAGE NOTE #1, MORTGAGE NOTE #2, ASSIGNMENT OF LESSOR'S INTEREST IN LEASE(S), SECURITY AGREEMENT, AND OTHER DOCUMENTS

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of the...

Please return to: Floor Title Insurance Company, 69 West Washington Street, Chicago, IL 60602 Re: NTS

BOX 15

1974 as Document No. LR 2781185 and recorded with the Recorder of Deeds of Cook County, Illinois on October 30, 1974 as Document No. 22893384; and

(e) Security Agreement (Chattel Mortgagee) dated December 22, 1972 (the "Security Agreement").

WHEREAS, the parties hereto now desire to suspend certain payments due under Note #1 and Note #2 (hereinafter sometimes collectively referred to as the "Notes") and have entered into that certain Moratorium Agreement of even date herewith (herein, as the same may be amended, supplemented, modified or restated from time to time, called the "Moratorium Agreement") setting forth the terms and conditions of such suspension; and

WHEREAS, as a condition precedent to the execution and delivery of the Moratorium Agreement by Teachers, Chicago has executed and delivered that certain Mortgage Note #3 of even date herewith (herein, such Mortgage Note #3, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, called "Note #3") in the principal amount of \$795,116.43 (which amount represents the maximum possible Total Differential, as defined in the Moratorium Agreement); and

WHEREAS, as a further condition precedent to the execution and delivery of the Moratorium Agreement by Teachers, the parties have agreed to the conditions, terms and provisions set forth herein;

NOW, THEREFORE, in consideration of Teachers entering into the Moratorium Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, and in consideration of the various agreements set forth herein, the parties do hereby agree as follows:

A. Amendment to Loan Documents. From and after the date hereof, the Mortgage and First Supplement, the Notes, the Assignment of Leases, the Security Agreement and all other documents and instruments executed and delivered in connection with the foregoing (which other documents are hereinafter sometimes referred to as the "Other Documents" and, together with the remaining documents enumerated in this sentence, as the "Loan Documents") shall be amended as hereinafter set forth.

1. Mortgage and First Supplement.

(a) All references in the Mortgage and First Supplement to "Note", "said Note", or "said Promissory Note" and words of similar import shall be deemed to mean and include Note #3 and the amount secured by the Mortgage, as amended by the First Supplement and by this Agreement shall secure all amounts payable under Note #3.

(b) In the second line of paragraph 15 after the words "of this Mortgage" insert "or under the Moratorium Agreement or under the Escrow Agreement (as defined in the Moratorium Agreement)".

2. Note No. #1.

(a) On page 2, the paragraph commencing with the words "In addition to the payments" is deleted in its entirety and replaced with the following:

The privilege is reserved to prepay the entire indebtedness on any interest payment date commencing on the first day of November 1, 1992, upon thirty (30) days' prior written notice, and upon payment of a premium on the amount so prepaid of five percent (5%) during the one-year period commencing November 1, 1992, such premium reducing one half percent (1/2%) in each succeeding twelve (12) month period thereafter, until a minimum premium of one percent (1%) is reached, which minimum premium shall continue thereafter to maturity.

(b) In the last paragraph on page 2 delete the word "and" and substitute therefor: "and of Note #3, both of which".

(c) The following paragraph is inserted after the last paragraph on page 2:

Notwithstanding anything herein contained to the contrary, Maker thereby agrees that in no event shall the amount paid, or agreed to be paid, to any holder hereof as interest pursuant to the terms hereof exceed the highest lawful rate permissible under applicable usury laws. If the holder hereof would, but for the operation of this paragraph, ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest, such reduction to be made without the payment of any premium or penalty of any kind.

(d) In the first paragraph on page 3, after the word "hereof" insert "or the Moratorium Agreement or the Escrow Agreement (as defined in the Moratorium Agreement)".

3. Note No. #2.

(a) On page 2, the paragraph commencing with the words "In addition to the payments" is deleted in its entirety and replaced with the following:

The privilege is reserved to prepay the entire indebtedness on any interest payment date commencing on the first day of November 1, 1992, upon thirty (30) days' prior written notice, and upon payment of a premium on the amount so prepaid of five percent (5%) during the one-year period commencing November 1, 1992, such premium reducing one half percent (1/2%) in each succeeding twelve (12) month period thereafter, until a minimum premium of one percent (1%) is reached, which minimum premium shall continue thereafter to maturity.

(b) In the last paragraph on page 2 delete the word "and" and substitute therefor: "and of Note #3, both of which".

(c) The following paragraph is inserted after the last paragraph on page 2:

Notwithstanding anything herein contained to the contrary, Maker thereby agrees that in no event shall the amount paid, or agreed to be paid, to any holder hereof as interest pursuant to the terms hereof exceed the highest lawful rate permissible under applicable usury laws. If the holder hereof would, but for the

operation of this paragraph, ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest, such reduction to be made without the payment of any premium or penalty of any kind.

(d) In the first paragraph on page 3, after the word "hereof" insert "or the Moratorium Agreement or the Escrow Agreement".

4. Assignment of Leases, Security Agreements and Other Documents.

(a) All references in the Assignment of Leases, Security Agreement and Other Documents to "the Note", the "Notes", or words of similar import shall include Note #3 and the amount of indebtedness secured by all of the foregoing shall be increased by the principal amount of Note #3.

(b) The following shall be added to the Assignment of Leases, the Security Agreement and the Other Documents: "a default under Note #3, the Moratorium Agreement or the Escrow Agreement shall constitute a default hereunder."

5. All Loan Documents. Except and to the extent amended hereby and by the Moratorium Agreement, the Loan Documents, and all of the provisions thereof, shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

B. Warranties. To induce Teachers to enter into the Moratorium Agreement and this Amendment, Harris represents to its knowledge (after having made no independent investigation), Chicago represents, and Beneficiary represents and warrants to Teachers that, as of the date hereof, there exists no default, or event which, with the giving of notice or passage of time, or both, would constitute a default, under any of the Loan Documents (with the exception of payment of interest and principal which would have been due and payable but for the terms and provisions of the Moratorium Agreement) and that there are no defenses or offsets to the Loan Documents, the Moratorium Agreement or Note #3.

C. Non-Recourse. Harris and Chicago have each executed this Agreement not personally but as Trustee under Trust Agreements in the exercise of the power and authority conferred upon and vested in each of them as such Trustee, and Harris and Chicago, each for itself, hereby warrants, that as such Trustee it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Harris or Chicago or their beneficiaries personally to pay the principal evidenced by the Notes or Note #3, or any interest that may accrue thereon, or to perform any covenant either express or implied herein or in any of the Loan Documents contained (with the exception of Beneficiary's obligation to deposit, in accordance with the terms of the Escrow Agreement, the Fund (as defined therein), all such personal liability, if any, being expressly waived by Teachers and by every person now or hereafter claiming any right hereunder.

D. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

(b) Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By: [Signature]
Name: Matthew J. Snokovich
Title: Assistant Secretary

Attest: [Signature]
Name: Judith Leune
Title: Assistant Secretary

HARRIS TRUST AND SAVINGS BANK
111 W. Madison Street, Chicago, Illinois 60601

By: [Signature]
Name: JAMES J. PERNER
Title: [Blank]

Attest: [Signature]
Name: [Blank]
Title: [Blank]

CHICAGO TITLE AND TRUST COMPANY
as Trustee under Trust Agreement dated March 13, 1972 and known as Trust No. 59466

By: [Signature]
Name: MONICA SANDERS
Title: ASST. VICE PRESIDENT

Attest: [Signature]
Name: MARY [Blank]
Title: [Blank]

CASSAB III, an Illinois Limited Partnership

By: [Signature]
Name: B.A. SIDA
Title: [Blank]

Joinder by Freedom Federal Savings Bank

Freedom Federal Savings Bank ("Freedom"), the holder of that certain Amended and Restated Promissory Note dated as of March 1, 1987 from Chicago, as Obligor thereunder, to and for the benefit of Freedom, as Lender thereunder, in the principal amount of \$12,105,856.62, and that certain Amended and Restated Junior

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Mortgage and Security Agreement dated as of March 1, 1987 (the "Freedom Mortgage") by and between Chicago and Harris, as Mortgagor thereunder, and Freedom, as Mortgagee thereunder, hereby consents to the foregoing Agreement and agrees that the Freedom Mortgage is, and shall remain, subject and subordinate in all respects to the Mortgage, as amended by the First Supplement and the foregoing Agreement.

Freedom Federal Savings Bank

By: *Michael J. Lynch*

Name: Michael J. Lynch

Title: Vice President

Attest: *Geraldine J. Kramer*

Name: GERALDINE J. KRAMER

Title: Assistant Secretary

Common Address: 600 Woodfield Drive
Schaumburg, Illinois

Real Estate Index No: 07-13-200-022

This instrument was prepared by
and upon recording return to:

John J. Gearen, Esq.
Carol A. Williams, Esq.
Mayer, Brown & Platt
190 South LaSalle St.
Chicago, Illinois 60603

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ACKNOWLEDGEMENT FOR HARRIS

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

I, JUDITH LETTERER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES J. PERNER personally known to me to be the ~~VICE PRESIDENT~~ president of Harris Trust and Savings Bank, a ~~Illinois~~ corporation, as Trustee as aforesaid and BERNETH E. PIKUL, personally known to me to be the ~~ASSISTANT SECRETARY~~ secretary of said corporation, 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 ~~VICE~~ president and ~~ASST~~ secretary of said corporation, they signed and delivered the said instrument as ~~VICE~~ president and ~~ASST~~ secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

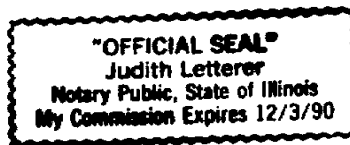
GIVEN under my hand and notarial seal this 22 day of September, 1987.

Judith Letterer
Notary Public

My Commission expires:

[SEAL]

12-3-90



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Property of Cook County Clerk's Office

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/31/2020

11/11/2020

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ACKNOWLEDGEMENT FOR CHICAGO

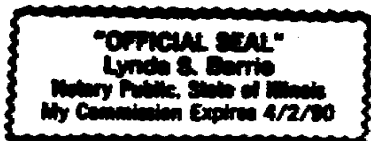
SEP 22 1987

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date SEP 22 1987



Form 1329

Lynda S. Barrie
Notary Public

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Property of Cook County Clerk

My Commission expires: [SEAL] Notary Public

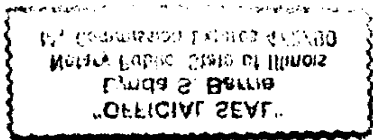
GIVEN under my hand and notarial seal this _____ day of _____, 19__.

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Chicago Title and Trust Company, a corporation, as Trustee as aforesaid and personally known to me to be the secretary of said corporation, and subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such corporation, they signed and delivered the said instrument as president and secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

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Property of Cook County Clerk's Office



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ACKNOWLEDGEMENT FOR BENEFICIARY

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

I, Jennifer D. Barlow, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barry A. Sidel and _____, personally known to me to be the general partners of CASSAB III, a limited partnership organized and existing under the laws of the State of Illinois, 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 they signed and delivered the said instrument pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

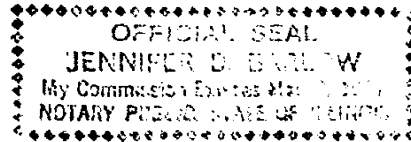
GIVEN under my hand and notarial seal this 21st day of September, 1987.

Jennifer D. Barlow
Notary Public

My Commission expires:

Mar. 2, 1991

[SEAL]



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ACKNOWLEDGEMENT FOR TEACHERS

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STATE OF New York
COUNTY OF New York

SS.

I, Beverly A. Freeman, a Notary Public, do hereby certify that Matthew J. Smokovion, personally known to me to be the assistant secretary president of Teachers Insurance and Annuity Association of America, a New York corporation, and Judith Leuire, personally known to me to be the assistant secretary of said corporation, 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 secretary president and assistant secretary they signed and delivered the said instrument as assistant secretary president and assistant secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of October, 1987.

My commission expires: _____

Beverly A. Freeman
Notary Public

BEVERLY A. FREEMAN
NOTARY PUBLIC, State of New York
No. 4689436
Qualified in Westchester County
Term Expires July 31, 1989

OFFICE OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

BEVERLY A. FREEMAN
NOTARY PUBLIC, State of Illinois
No. 003328
Cook County, Illinois

03/11/14

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ACKNOWLEDGEMENT FOR FREEDOM

STATE OF ILLINOIS)
COUNTY OF COOK)

SS.

I, Sue A Kastner, a Notary Public, do hereby certify that Michael J Lynch, personally known to me to be the Vice president of Freedom Federal Savings Bank, a _____ corporation, and Geraldine J Kramer, personally known to me to be the Assistant secretary of said corporation, 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 Vice president and Assistant secretary they signed and delivered the said instrument as Vice president and Assistant secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of September, 1987.

My commission expires: 10/12/88

Sue A Kastner
Notary Public

DEPT-01 RECORDING \$22.00
T#1111 TRAN 7424 10/09/87 10:56:00
#2817 # A * -87-550148
COOK COUNTY RECORDER

06/23/87/000F9152

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