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FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

\$47.00

Handwritten: 7144749D2

This Amendment, dated as of the 13th day of December, 1987, is entered into by and among METROPOLITAN STRUCTURES, an Illinois general partnership (the "Lender"), 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 #1"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 27, 1987 and known as Trust No. 102101-02 (the "American Trust #2"), 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. 10451 (the "LaSalle Trust") (American Trust #1, American Trust #2, Exchange Trust and LaSalle Trust being collectively referred to as "Trust").

W I T N E S S E T H:

WHEREAS, Lender and FJV Venture (the "Borrower") executed a certain Loan Agreement dated August 5, 1982, amended by First

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Amendment of Loan Agreement dated September 18, 1984, and by Second Amendment to Loan Agreement dated July 31, 1985, by a Third Amendment to Loan Agreement dated July 28, 1986, and by an Amended and Restated Loan Agreement dated April 28, 1987 (the "Original Loan Agreement"), providing for the making of a loan (the "Loan") by Lender to Borrower in the principal amount not to exceed \$4,330,000.00, evidenced by a Promissory Note dated August 5, 1982, amended by Amendment to Promissory Note dated September 18, 1984, by Second Amendment to Promissory Note dated July 31, 1985, by Third Amendment to Promissory Note dated July 28, 1986, and by Fourth Amendment to Promissory Note dated April 28, 1987 (the "Note"); and

WHEREAS, as security for the Loan, the American Trust #1, Exchange Trust and LaSalle Trust executed a certain Mortgage and Security Agreement dated August 5, 1982, and recorded in the office of the Recorder of Cook County, Illinois, as Document No. 26321283, amended by First Amendment dated September 18, 1984, and recorded as Document No. 27324032, by Second Amendment dated July 31, 1985 and recorded as Document No. 86157375, and by Third Amendment dated July 28, 1986, and recorded as Document No. 87228640 (the "Mortgage") encumbering the property described in Exhibit A hereto; and

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WHEREAS, as further security for the Loan, Borrower and Trust executed a certain Fourth Amendment to Mortgage and Security Agreement dated April 28, 1987, and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 87239399, amending the Mortgage (the "Amended Mortgage"); and

WHEREAS, LaSalle Trust holds title to the property commonly known as 127 North Dearborn Street in Chicago, Illinois, legally described on Exhibit B attached hereto and made a part hereof (the "Dearborn Property"); and

WHEREAS, LaSalle Trust and the Borrower desire to mortgage the Dearborn Property; and

WHEREAS, Lender, Borrower and Trust have agreed similarly to further amend the Amended Mortgage to reflect the additional security;

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

1. LaSalle Trust does hereby convey, mortgage, assign, transfer, hypothecate, pledge, deliver, set over and confirm unto Lender, its successors and assigns, forever, the Dearborn Property.

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2. Any reference to the Mortgaged Property contained in the Mortgage, or Amended Mortgage shall be deemed to include the Dearborn Property.

3. The Mortgage and Amended Mortgage, as amended hereby, are hereby ratified and confirmed and are and shall remain in full force and effect.

4. 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 Lender shall be limited to the assets of Lender, and no present or future venturer of Lender shall have any personal liability in connection with the obligations of Lender under this Agreement or under the Mortgage and Amended Mortgage as amended hereby. A deficit capital account of any present or future venturer of Lender shall not be an asset of Lender.

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

LENDER:

METROPOLITAN STRUCTURES, an
Illinois general partnership

By: Metco Properties, an
Illinois limited
partnership

By: 
General Partner

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This instrument is recorded by American National Bank and Trust Company of Chicago, not personally but as Trustee, of the covenants and conditions to be performed by the American National Bank and Trust Company of Chicago, and its successors, in favor of the said and not individually, and no liability shall be incurred by the said bank against AMERICAN NATIONAL BANK AND TRUST COMPANY, or any of the covenants, statements, representations or warranties contained in this instrument.

TRUSTEES

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

Attest:

By: [Signature]
Its: Asst Secy

By: [Signature]
Its: Asst VP

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid

Attest:

By: [Signature]
Its: ASSISTANT SECRETARY

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

Attest:

By: [Signature]
Its: ASSISTANT SECRETARY

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

SEE RIDER ATTACHED HERETO AND

This document was prepared by and after recording return to:

Alexandra R. Cole
Antonow & Fink
111 East Wacker Drive
Chicago, Illinois 60601

BOX 333-WJ

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 DEC 29 PM 2:31

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above Han Levinson, a General Partner of METCO PROPERTIES, an Illinois limited partnership, personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said partnership and as a partner of Metropolitan Structures for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of December, 1987.

Mandy Hillman
Notary Public

My Commission Expires:

July 22, 1989

Property of Cook County Clerk's Office

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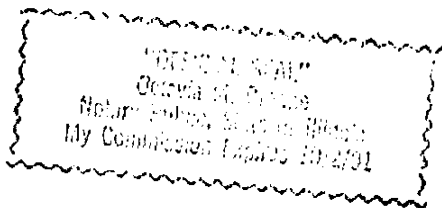
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SUZANNE G. BAKER, personally known to me to be the Second Vice President of American National Bank and Trust Company of Chicago and RICHARD P. ANDERSEN, 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 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 association, for the uses and purposes therein set forth.

Given under my hand and official seal, this DEC 28 1987 day of December, 1987.



Suzanne M. Greene
Notary Public

My Commission Expires:

Clerk's Office

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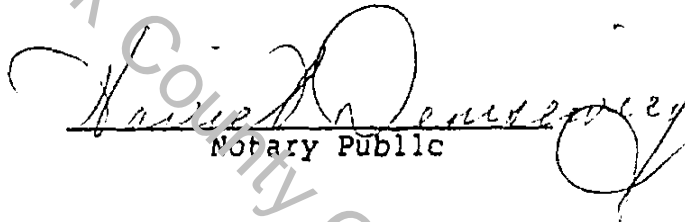
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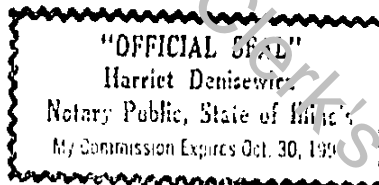
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Corinne Bek, personally known to me to be the Assistant Vice President of LaSalle National Bank and Rosemary Collins, 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 association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of December, 1987.


Notary Public

My Commission Expires:



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EXHIBIT A
TO
FIFTH AMENDMENT TO MORTGAGE
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: No. 17-09-451-005-0000 HAO

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: No. 17-09-451-006-0000 HAO

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: No. 17-09-451-007-0000 HMO

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: No. 17-09-451-015-0000 *HMO*

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: No. 17-09-451-017-0000 *H40*

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.

TRACT 3: 17 09-450-003-0000 *H40*

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. 31086, Lessor, and Unity Building Partnership, Lessee, dated November 20, 1980 and recorded December 1, 1980 as Document No. 25,686,570 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.

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

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Assignor: Unity Building Partnership
Assignee: 127 North Limited Partnership
Recorded: December 1, 1980 Document: 25,686,571

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

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

Permanent Index No.: 17-09-450-003-0000 HUO

DESCRIPTION OF 100 NORTH STATE STREET:

Parcel 1:

Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A strip of land lying between the East line of the above-described parcel and the West line of State Street as fixed by an act of the General Assembly approved March 3, 1845, as appears from plat thereof recorded January 26, 1872 in Book 1 of plats, page 20, in Cook County, Illinois.

Parcel 3:

The East 1/2 of a 10 foot (private alley) strip lying West and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also known as the East 1/2 of a 10 foot strip of land reserved for alley described as the South 1/2 of the West 10 feet of the East 20 feet of Lot 7 in Block 37 in Original Town of Chicago in Cook County, Illinois.

Permanent Index No.: 17-09-451-018-0000
17-09-451-012-0000
LOT-13 & 14 PARCEL 2
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EXHIBIT B
TO
FIFTH AMENDMENT TO MORTGAGE
AND SECURITY AGREEMENT

DESCRIPTION OF FEE TITLE TO DEARBORN PROPERTY:

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.

97-09-450 003

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Property of Cook County Clerk's Office

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MADE A PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF THE FIFTH AMENDMENT TO
DATED December 18th, 1987 UNDEVELOPED TRUST NO. 104517
Fifth Amendment to
Fifth Amendment to
UNDEVELOPED TRUST NO. 10-13627-09 & 7

This Mortgage executed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK of personally but as trustee under Trust Nos: 10-13627-09 & 7 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 mortgagee or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, whether 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 any right or security hereunder; and that so far as the mortgagee or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder 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.

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Property Office