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COOK COUNTY, ILLINOIS  
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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of January 1, 1987 by and among FCA AMERICAN MORTGAGE CORPORATION ("FCA"), a California corporation, with an office at 343 East Main Street, Stockton, California 95202; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Trustee"), a national banking association, not personally but solely as Trustee under the provisions of a certain Trust Agreement dated June 18, 1981 and known as Trust No. 52947 (the "Trust") and NORTH LOOP TRANSPORTATION CENTER LIMITED PARTNERSHIP (the "Partnership"), an Illinois limited partnership with an office at 208 South LaSalle Street, Suite 1630, Chicago, Illinois. The Trustee and the Partnership are hereinafter collectively referred to as the "Borrower".

RECITAL

Lender, the Partnership and the Trustee entered into a Loan Agreement (the "Loan Agreement") dated June 26, 1984 which provides, among other things, that upon satisfaction of certain conditions Lender will make, and Borrower will accept, a loan (the "Loan") of Forty-Four Million and 00/100 (\$44,000,000) Dollars.

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17-09-420 - 014  
17-09-420 - 016

PERMANENT INDEX NUMBER:

17-09-420-001

17-09-420-002

17-09-420-003

203 N LASALLE ST.

G.A.O

17-09-420 - 008  
17-09-420 - 009  
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The Loan closed on December 6, 1984. The Loan is evidenced by a Promissory Note (the "Note"), dated December 12, 1984, in the original principal amount of \$44,000,000 made by Trustee to Lender. The Loan is secured by (i) a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"), dated December 6, 1984, made by Trustee to Lender recorded as Document No. 27377737 in the records of Cook County, Illinois covering the real property described in Schedule A hereto together with all improvements located thereon, (ii) an Assignment of Leases (the "Assignment of Leases"), dated December 6, 1984, made by Borrower to Lender recorded as Document No. 27377739 in the records of Cook County, Illinois, (iii) a Security Agreement and Assignment of Interest in Land Trust (the "Assignment of Beneficial Interest"), dated December 6, 1984, made by the Partnership to Lender assigning the beneficial interest in the Trust, (iv) a Security Agreement (the "Security Agreement"), dated December 6, 1984, made by Borrower to Lender, and (v) an Assignment of Contract Documents (the "Assignment of Contracts"), dated December 6, 1984, made by Borrower to Lender recorded as Document No. 27377738 in the records of Cook County, Illinois.

Borrower and Lender entered into a Loan Restructuring Agreement (the "Restructuring Agreement"), dated May 1, 1986, which modified the terms of payment of the Note. In

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accordance with the Restructuring Agreement the Trustee executed (i) a Modification of Promissory Note (the "First Note Modification"), dated May 1, 1986, and (ii) a Modification of Mortgage, Assignment of Rents and Security Agreement (the "First Mortgage Modification"), dated May 1, 1986, and recorded as Document No. 86385553 in the records of Cook County, Illinois.

The Partnership has requested that Lender further modify the Loan by agreeing to reduce the interest rate and to accrue a portion of the interest payable on the Note. The Loan, as so modified, shall be evidenced by the Amended and Restated Promissory Note (the "Restated Note") of even date herewith made by the Trustee to order of Lender. Borrower shall execute this Modification Agreement which modifies certain terms and provisions of the Loan Agreement, Mortgage, as modified by the First Mortgage Modification, the Assignment of Lease, the Assignment of Beneficial Interest, the Assignment of Contracts and the Security Agreement.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein and other good and valuable consideration, Lender and Borrower agree as follows:

1. Modification of Loan Agreement.

(a) Section 1.06 shall be deleted in its entirety and the following inserted in its place:

1.06. Repayment. The Loan shall be repaid in accordance with the terms and provi-

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sions of that certain Amended and Restated Note, dated as of January 1, 1987, made by the Trust to order of Lender.

(b) Section 5.05 shall be amended by adding to the end thereof the following:

Notwithstanding anything to the contrary contained in this Section 5.05, in no event shall any general partner of the Partnership permit or suffer any sale, assignment, transfer, exchange, pledge or other disposal of any general partner's interest in the Partnership without Lender's prior written consent.

(c) Section 5.12 shall be deleted in its entirety.

(d) Section 6.02 shall be amended by adding the following sentence to the end thereof:

Notwithstanding anything to the contrary contained in this Section 6.02, Myron C. Warshauer, Ruvir Corporation and Richard A. Stein shall be and remain personally liable pursuant to the terms of the Guaranty of Payment dated as of January 1, 1987.

## 2. Modification of Mortgage.

(a) The Habendum Clause on page 3 of the Mortgage is deleted in its entirety and the following inserted in its place:

TO HAVE AND HOLD the same unto Lender, its successors and assigns forever, for the purpose of securing:

I. The payment of principal, interest and all other amounts evidenced by the Promissory Note (the "Original Note") dated December 12, 1984 in the principal sum of Forty-Four Million and 00/100 Dollars (\$44,000,000.00) made by Borrower to Lender, as amended by the Modification of Promissory Note (the "First Note Modi-

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fication") dated May 1, 1986 made by the Borrower and as further amended and restated by the Amended and Restated Promissory Note (the "Restated Note") dated January 1, 1987 made by Borrower to the order of Lender. The balance of the unpaid principal, together with unpaid interest thereon, shall be due and payable in full on December 31, 1994.

II. The payment and performance of all terms, covenants, conditions and provisions to be paid or performed by Borrower and North Loop Transportation Center Limited Partnership (the "Partnership"), an Illinois limited partnership, pursuant to (i) the Original Note as amended by the First Note Modification and as further amended and restated by the Restated Note, (ii) the Mortgage, as amended by the Modification of Mortgage, Assignment of Rents and Security Agreement dated May 1, 1986 and recorded as Document No. 86385553 in the records of Cook County, Illinois, (iii) the Assignment of Leases dated December 6, 1984 made by Borrower and the Partnership to Lender recorded as Document No. 27377739 in the records of Cook County, Illinois, (iv) the Assignment of Contract Documents dated December 6, 1984 made by Borrower and the Partnership to Lender recorded as Document No. 27377738 in the records of Cook County, Illinois, (v) the Security Agreement dated December 6, 1984 made by Borrower and the Partnership to Lender, and (vi) the Loan Agreement (the "Loan Agreement") between Borrower and the Partnership and Lender dated June 26, 1984 and all other documents executed or delivered in connection with the Loan evidenced by the Original Note.

III. The payment of all advances, costs, fees, expenses or other sums advanced or incurred by the Lender pursuant to the terms hereof or pursuant to the terms of any of the Documents (the "Loan Documents") executed or delivered in connection with the Loan Agreement

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(the principal and interest and other sums due under the Original Note, as amended by the First Note Modification and as further amended and restated by the Restated Note, and any advances, costs, fees, expenses or other sums advanced or incurred by the Lender pursuant to the terms of any of the Loan Documents, together with interest thereon, are hereinafter referred to as the "Indebtedness").

(b) For purposes of this Mortgage, the Original Note, as amended by the First Note Modification and as further amended by the Restated Note shall hereinafter be referred to as the "Note".

(c) Section 4.10 shall be deleted in its entirety and the following inserted in its place:

(a) The Borrower shall not sell, contract to sell, lease, option, assign, transfer or otherwise dispose of any interest in all or any part of the Property without Lender's prior written consent.

(b) The Partnership shall not sell, contract to sell, option, assign, transfer or otherwise dispose of all or any part of its beneficial interest in the Borrower without the prior written consent of Lender.

(c) No general partner of the Partnership shall sell, contract to sell, option, assign, pledge, transfer, encumber or otherwise dispose of its interest in the Partnership.

(d) Section 4.21(a) shall be amended by adding the following:

(viii) If any event described in Clauses (iii) or (iv) above shall happen to Myron C. Warshauer, Ruvir Corporation or Richard A. Stein.

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(e) Paragraph 4.40 shall be amended by adding the following sentence to the end thereof:

Notwithstanding anything to the contrary contained in this Paragraph 4.40., Myron C. Warshauer, Ruvir Corporation and Richard A. Stein shall be and remain personally liable pursuant to the terms of that Guaranty of Payment dated as of January 1, 1987.

(f) The following paragraphs shall be added to ARTICLE 4; provided, however, in no event shall the Borrower be personally liable for the covenants and representations contained in the following paragraphs and Lender's sole recourse shall be to recover any loss, damage or costs from the value of the Property:

4.42. Compliance with Environmental Laws. Borrower acknowledges that it is responsible for compliance with all federal, state and local laws, rules and regulations relating to emissions into the air, discharges onto lands and waters, storage and disposal of hazardous or toxic wastes or substances and all other federal, state and local environmental laws, rules and regulations applicable to the Property (collectively the "Environmental Laws"). Borrower represents that, to the best of its knowledge after diligent inquiry, it is in compliance with and shall continue to comply with Environmental Laws and that there are not now any outstanding notices, complaints, citations, orders, liens or penalties relating to violations or non-compliance issued to Borrower under any Environmental Laws with respect to the Property.

4.43. Notice of Environmental Events. If Borrower shall receive (i) any complaints, citations, orders, liens or penalties relating to alleged violations of or non-compliance with Environmental Laws on or about the Property, (ii) actual knowledge or notice of any events or conditions involving the emission,

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spill, discharge or cleanup of any hazardous or toxic substances or waste on or about the Property or (iii) actual knowledge or notice of any other events or conditions on or about the Property which could give rise to any such emission, spill, discharge or cleanup or any such complaints, citations, orders, liens or penalties (all of the matters described in (i), (ii) and (iii) above collectively "Environmental Events"), Borrower shall provide notice of same to Lender within seven (7) days after receipt of any such notice by Borrower.

4.44. Rights of Lender. In the event any governmental authority shall commence any action against Borrower or otherwise begin to exercise any remedy available to it under any statute, rule or regulation based on Borrower's alleged failure to comply with any Environmental Laws, Lender shall have the right, but not the obligation, upon ten (10) days' notice to Borrower (which notice shall not be required in an emergency) to enter onto the Property and/or to take such other actions as Lender deems necessary or advisable to effect such compliance or remedy. All sums expended by Lender pursuant to this subsection (including, but not limited to, consultants' and attorneys' fees, the costs of sampling, testing and performing any cleanup, the payment of any penalties and the costs of removing any governmental lien pursuant to the Environmental Law or otherwise) shall be secured by this Mortgage and shall be payable by Borrower upon demand.

4.45. Indemnification of Lender. Borrower hereby agrees to defend, indemnify, and hold Lender harmless from and against any and all claims, losses, liabilities, liens, damages and expenses (including, without limitation, cleanup costs and reasonable attorneys' fees) arising directly or indirectly from, out of, or by reason of any Environmental Law or any Environmental Event affecting Borrower, its operations or the Property.

4.46. Waiver. The Trustee and the Beneficiary, on behalf of itself and all persons now or hereafter interested in the

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Premises or the Collateral, to the fullest extent permitted by applicable law each hereby waive all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the Trustee and the Borrower each agree that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, the Trustee and the Borrower, and each thereof to the fullest extent permitted by law, on its own behalf and on behalf of each and every person acquiring any interest in or title to the collateral, or any thereof, subsequent to the date of this Mortgage, hereby irrevocably waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

#### 4.47. Approved Capital Expenditures.

Borrower shall pay to Lender all amounts applied from Gross Receipts (as that term is defined in the Restated Note) in payment of Approved Capital Expenditures (as that term is defined in the Restated Note).

#### 3. Modification of Assignment of Leases.

(a) Paragraphs 1(a), 1(b) and 1(c) are hereby deleted in their entirety and the following inserted in their place:

(1) Payment of the principal amount and all interest evidenced by that certain Promissory Note dated December 12, 1984 in the original principal amount of \$44,000,000 made by Trustee to Lender, as amended by the Modification of Promissory Note, dated May 1, 1986, made by Trustee, and as further amended and restated by that certain Amended and Restated Promissory Note, dated as of January 1, 1987, made by Trustee to Lender. The Promissory

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Note as so amended, is hereinafter referred to as the "Note" and any further extensions, modifications or renewals thereof.

(2) Payment and performance of all covenants, conditions, terms and provisions contained in the Loan Documents.

(3) For purposes of this Assignment of Leases the term "Loan Documents" shall mean (i) the Note, (ii) the Mortgage, Assignment of Rents and Security Agreement dated December 6, 1984 made by Trustee to Lender recorded as Document No. 27377737 in the records of Cook County, Illinois, as amended by the Modification of Mortgage, Assignment of Rents and Security Agreement dated May 1, 1986 recorded as Document No. 86385553 in the records of Cook County, Illinois as further amended by the Modification Agreement dated as of January 1, 1987 made by Trustee to Lender (the Mortgage, the Modification of Mortgage and the Modification Agreement are hereinafter collectively referred to as the "Mortgage"), (iii) the Security Agreement and Assignment of Interest and Land Trust made by the Partnership to Lender as modified by the Modification Agreement made by Trustee to Lender dated as of January 1, 1987, (iv) the Assignment of Contract Documents dated December 6, 1984 made by the Trustee and the Partnership to Lender recorded as Document 27377738 in the records of Cook County, Illinois as modified by the Modification Agreement made by Trustee to Lender dated as of January 1, 1987, and (v) the Security Agreement dated December 6, 1984 made by the Partnership and Trustee to Lender as modified by the Modification Agreement made by Trustee to Lender dated as of January 1, 1987.

(b) Exhibit B is deleted in its entirety and the document annexed to this Modification Agreement as Exhibit B is inserted in its place.

(c) Paragraph 21 shall be amended by adding the following sentence at the end thereof:

Notwithstanding anything to the contrary contained in this Paragraph 21, Myron C. Warshauer, Ruvir Corporation and Richard A. Stein shall be and remain personally liable pursuant to the terms of that certain Guaranty of Payment dated January 1, 1987.

4. Modification of Assignment of Contracts.

(a) The first paragraph following "WITNESSETH" shall be deleted in its entirety and the following inserted in its place:

To secure to Lender payment of all principal and interest under the Note and payment and performance of all obligations under the Loan Documents Borrower hereby grants a security interest in, transfers and assigns to Lender all of Borrower's right, title and interest in and to all contracts, agreements and other documents including but not limited to those more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any additions, changes, extensions, revisions or modifications of such contracts, agreements and documents (all of the foregoing hereinafter collectively referred to as the "Contract Documents"), now or hereafter executed in connection with Borrower's interest in that certain tract of land together with improvements thereon, lying and being in Cook County, Illinois and being more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter, together with the improvements thereon, referred to as the Project) it being the intention hereby to establish an absolute transfer and assignment of all of said Contract Documents and the avails thereof to Lender. The term "Note" as used herein shall mean the Promissory Note dated December 12, 1984 in the original principal amount of \$44,000,000 made by Trustee to Lender, as modified by that certain Modification of Prom-

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issory Note dated May 1, 1986 made by Trustee, as further amended and restated by that certain Amended and Restated Promissory Note made by Trustee to order of Lender dated January 1, 1987. The term "Loan Documents" as used herein shall mean (i) the Note, (ii) the Mortgage, Assignment of Rents and Security Agreement, dated December 6, 1984, made by Trustee to Lender recorded as Document No. 27377737 in the records of Cook County, Illinois as modified by the Modification of Mortgage, Assignment of Rents and Security Agreement dated May 1, 1986 made by Trustee and recorded as Document No. 86385553 in the records of Cook County, Illinois, (iii) the Security Agreement and Assignment of Interest and Land Trust dated December 6, 1984 made by the Partnership to Lender, (iv) the Assignment of Rents and Leases dated December 6, 1984 made by Borrower to Lender recorded as Document No. 27377739 in the records of Cook County, Illinois, (v) the Assignment of Contract Documents dated December 6, 1984 made by Borrower to Lender recorded as Document No. 27377738 in the records of Cook County, Illinois, (vi) the Security Agreement dated December 6, 1984 made by Borrower to Lender, (vii) the Loan Agreement dated June 26, 1984 between Borrower and Lender, (viii) the Loan Restructuring Agreement dated May 1, 1986 between Borrower and Lender, and (ix) the Modification Agreement dated January 1, 1987 between Borrower and Lender.

(b) Paragraph F. is modified by adding the following sentence to the end thereof:

Notwithstanding anything to the contrary contained in this Paragraph F., Myron C. Warshauer, Ruvir Corporation and Richard A. Stein shall be and remain personally liable pursuant to the terms of that Guaranty of Payment dated January 1, 1987.

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## 5. Modification of Security Agreement.

(a) The first paragraph following the WHEREAS clause shall be deleted in its entirety and the following inserted in its place:

NOW, THEREFORE, to secure to Secured Party payment of all principal and interest under the Note and payment and performance of all obligations under the Loan Documents Debtor hereby grants a security interest in, transfers and assigns to Secured Party all of Debtor's right, title and interest in and to all items of personal property described on Exhibit "A" attached hereto and made a part hereof, together with any additions thereto or replacements thereof (all of the foregoing hereinafter collectively referred to as the "Collateral"). Now or hereafter located at or used in connection with that certain tract of land together with improvements thereon, lying and being in Cook County, Illinois and being more particularly described on Exhibit "B" attached hereto and made a part hereof. The term "Note" as used herein shall mean the Promissory Note dated December 12, 1984 in the original principal amount of \$44,000,000 made by Trustee to Secured Party, as modified by that certain Modification of Promissory Note dated May 1, 1986 made by Trustee, as further amended and restated by that certain Amended and Restated Promissory Note made by Trustee dated January 1, 1987. The term "Loan Documents" as used herein shall mean (i) the Note, (ii) the Mortgage, Assignment of Rents and Security Agreement dated December 6, 1984 made by Trustee to Secured Party recorded as Document No. 27377737 in the records of Cook County, Illinois as modified by the Modification of Mortgage, Assignment of Rents and Security Agreement dated May 1, 1986 made by Trustee and recorded as Document No. 86385553 in the records of Cook County, Illinois, (iii) the Security Agreement and Assignment of Interest and Land Trust dated December 6, 1984 made by the Debtor to Secured Party, (iv) the Assignment of Rents and Leases dated December 6, 1984 made by Borrower to Secured Party

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recorded as Document No. 27377739 in the records of Cook County, Illinois, (v) the Assignment of Contract Documents dated December 6, 1984 made by Debtor to Secured Party recorded as Document No. 27377738 in the records of Cook County, Illinois, (vi) the Security Agreement dated December 6, 1984 made by Debtor to Secured Party, (vii) the Loan Agreement dated June 26, 1984 between Debtor and Secured Party, (viii) the Loan Restructuring Agreement dated May 1, 1986 between Debtor and Secured Party, and (ix) the Modification Agreement dated January 1, 1987 between Secured Party and Debtor.

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(b) The third sentence in Article I, Paragraph E shall be deleted in its entirety. (This sentence read as follows: Secured Party covenants and agrees by acceptance of this Security Agreement to grant its consent to any request by Debtor to the extent required by the Loan Agreement.)

(c) Article III, Paragraph 11 is amended by adding the following sentence to the ending thereof:

Notwithstanding anything to the contrary contained in this Paragraph 11, Myron C. Warshauer, Ruvir Corporation and Richard A. Stein shall be and remain personally liable pursuant to the terms of that Guaranty of Payment dated January 1, 1987.

6. Modification of Assignment of Beneficial Interest.

(a) The second "WHEREAS" clause is deleted in its entirety and the following inserted in its place:

WHEREAS, Debtor, Trustee and Secured Party entered into a Loan Agreement (the "Loan Agreement") dated June 26, 1984;

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WHEREAS, pursuant to the Loan Agreement, Debtor caused Trustee to execute a note (the "Note") dated December 12, 1984 in the principal amount of \$44,000,000.

WHEREAS, Debtor caused Trustee to execute a Modification of Promissory Note (the "Note Modification") dated as of May 1, 1986 which modified certain terms of the Note.

WHEREAS, Debtor caused Trustee to execute an amended and restated note (the "Restated Note") which amends certain terms of the Note and restates the Note (all indebtedness and other obligations evidenced by the Note, as modified by the Modification Agreement and as amended by the Restated Note, are hereinafter collectively referred to as the "Indebtedness").

(b) The third sentence in Article I, Paragraph E shall be deleted in its entirety. (This sentence read as follows: Secured Party covenants and agrees by acceptance of this Security Agreement and Assignment of Interest in Land Trusts to grant its consent to any request by Debtor to the extent required by the Loan Agreement.)

7. Estoppel. Trustee and Borrower represent and warrant that there is no defense to, or right of offset against, any amount payable under any of the Loan Documents. Lender represents to Borrower that (i) on or after May 1, 1986 it has not sent Borrower any notice of any default under any Loan Document, and (ii) to the best of its knowledge, no event occurred after May 1,

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1986 which with notice and/or the passage of time will constitute a default under any of the Loan Documents.

8. No Other Modification. Except as modified by this Modification Agreement and the First Note Modification and First Mortgage Modification, none of the Loan Documents has been modified, amended or supplemented and each such document remains in full force and effect.

9. Trustee Exculpation. This Modification Agreement is executed by the 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. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification Agreement or the making, issue, transfer or enforcement hereof, all such liability of the Trustee, if any, being expressly waived by Lender, and the sole remedies of Lender against the Trustee shall be as provided in the Loan Documents and any other document given to secure the Note, in accordance with the terms and provisions contained therein.

10. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, and shall be deemed to be given or delivered 72 hours after sent by registered or certified

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mail, postage fully prepaid, addressed to the party to whom directed at its address set forth below or at such other address as such party may have specified theretofore by notice actually received by the other party:

If to Lender:

FCA American Mortgage Corporation  
343 East Main Street  
Stockton, California 95202

Attention: Joseph J. Catalano, Esq.

Copy to:

FCA American Mortgage Corporation  
343 East Main Street  
Stockton, California 95202

Attention: Ms. Patricia Peasley

and

FCA American Mortgage Corporation  
343 East Main Street  
Stockton, California 95202

Attention: Mr. Peter Fadum

and

Breed, Abbott & Morgan  
153 East 53rd Street  
New York, New York 10022-4658

Attention: W. Christopher White, Esq.

If to Borrower:

North Loop Transportation Center Limited  
Partnership  
c/o Richard Stein Development Company, Inc.  
208 South LaSalle Street, Suite 1630  
Chicago, Illinois 60604

Attention: Richard S. Rosenstein

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Copy to:

Alzheimer & Gray  
333 West Wacker Drive, Suite 2600  
Chicago, Illinois 60606

Attention: George W. Davis, Esq.

11. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

(b) Terms, provisions, covenants and conditions hereof shall be binding upon Trustee and Partnership and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

(c) This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same agreement.

(d) The unenforceability, for any reason, of any provision of this Agreement shall not limit or impair the operation or validity or enforcement of any other provision of this Agreement or of any of the other Loan Documents.

(e) No consent or waiver, express or implied, by Lender to any breach or default by Trustee or Partnership in the performance by Trustee or Partnership of their respective obligations under this Agreement or any other Loan Document shall be deemed or construed to be a

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consent or waiver to any other breach or default in the performance by Trustee or Partnership of the same or any other obligation of either under this Modification Agreement or any other Loan Document.

(f) This Agreement may not be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Failure on the part of Lender to object to any act or failure of Trustee or Partnership or to declare Trustee or Partnership in default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder.

*This Instrument Prepared By:  
W. Christopher White  
Bread Abbott Morgan  
153 E. 53rd Street  
New York, New York 10022*

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IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the date first above written.

ATTEST:

FCA AMERICAN MORTGAGE CORPORATION,  
a California corporation

By:   
\_\_\_\_\_

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, a national  
banking association, as Trustee  
under Trust No. 52947

ATTEST:

By: \_\_\_\_\_

NORTH LOOP TRANSPORTATION CENTER  
LIMITED PARTNERSHIP, an Illinois  
limited partnership

By: Richard A. Stein Development  
Company, Inc., an Illinois  
corporation, a General  
Partner

*AM*  
By:   
\_\_\_\_\_

By: Myron C. Warshauer Develop-  
ment Company, Inc., an  
Illinois corporation, a  
General Partner

By: \_\_\_\_\_

By: Ruvir Corporation,  
a California corporation,  
a General Partner

By: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the date first above written.

ATTEST: FCA AMERICAN MORTGAGE CORPORATION,  
a California corporation

By: \_\_\_\_\_

ATTEST: AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, a national  
banking association, as Trustee  
under Trust No. 52947

By: \_\_\_\_\_

ASSISTANT SECRETARY

By: Richard A. Stein  
Second Vice President  
NORTH LOOP TRANSPORTATION CENTER  
LIMITED PARTNERSHIP, an Illinois  
limited partnership

By: Richard A. Stein Development  
Company, Inc., an Illinois  
corporation, a General  
Partner

By: Richard A. Stein

By: Myron C. Warshauer Develop-  
ment Company, Inc., an  
Illinois corporation, a  
General Partner

By: \_\_\_\_\_

By: Ruvir Corporation,  
a California corporation,  
a General Partner

By: [Signature]

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IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the date first above written.

ATTEST:

FCA AMERICAN MORTGAGE CORPORATION,  
a California corporation

By: \_\_\_\_\_

ATTEST:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, a national  
banking association, as Trustee  
under Trust No. 52947

By: \_\_\_\_\_

NORTH LOOP TRANSPORTATION CENTER  
LIMITED PARTNERSHIP, an Illinois  
limited partnership

By: Richard A. Stein Development  
Company, Inc., an Illinois  
corporation, a General  
Partner

By: \_\_\_\_\_

By: Myron C. Warshawer Develop-  
ment Company, Inc., an  
Illinois corporation, a  
General Partner

By: Myron C. Warshawer  
President

By: Ruvir Corporation,  
a California corporation,  
a General Partner

By: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, LORETTA M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johansen, Second Vice President of American National Bank and Trust Company of Chicago, a national banking association ("Bank") and SUZANNE G. BAKER, ASSISTANT Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Second Vice President, 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 acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said Bank, did affix the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

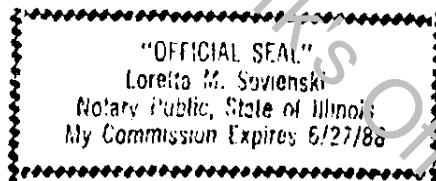
Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

MAR 30 1987

Loretta M. Sovienksi  
Notary Public

My Commission expires:

\_\_\_\_\_



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3/26/87

## SCHEDULE A

LOT 27 (TRANSPORTATION CENTER) IN LOOP TRANSPORTATION CENTER  
SUBDIVISION, A RESUBDIVISION OF PART OF BLOCK 18 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.

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**EXHIBIT B**

**MARTIN LOOP TRANSPORTATION CENTER -- RENT ROLL INFORMATION**

28-Mar-87

TELEPHONE	SPACE	SQUARE FEET	PROP. SHARE (%)	BASE RENT	2. CPI RENT FACTOR	TERM (YRS)	LEASE COMMENCE DATE	MODIFIED	LEASE RENEWAL	TERMINATION	NOTES
<b>RETAIL TENANTS</b>											
AMERICAN AIRLINES	M12/114	811	1.782	\$50.00	651	5	2/85				
ASK INC. FOSTER	M5A	731	1.782	\$30.00	651	6	2/85				
AVIS RENT-A-CAR	610	944	1.951	\$15.00	N/A	5	3/85		YES		
BROOKER'S RESTAURANT	627/3, M1, 2, 3	9,342	22.841	\$32.00	651	10	9/85		YES		BASE RENT & CAM ABATED THRU SEPTEMBER 1987 BASE RENT DEFERRED THRU JUNE 1987
BURTON I HOUR PHOTO	614	558	1.351	\$35.00 (3)	651	5	11/85				
DEAL INTERNATIONAL	M1A	270	0.482	\$32.00	651	10	4/85		YES		BASE RENT & CAM DEFERRED DURING 1987
ELSON S	612	1,070	2.412	\$55.00 (1)	N/A	15	5/85				
FEDERAL EXPRESS	618/M16	4,003	9.751	\$27.00	651	10	2/85		YES		
FLORIDA ISLAND	613	271	0.682	\$50.00 (1)	N/A	5	9/85		YES		
GREAT AMERICAN JEWELERS	617	336	0.822	\$65.00	651	5	4/85		YES		BASE RENT CURRENTLY DEFERRED UNTIL JULY 1987 IN DEFAULT
G.S.P. (WORKIN COMBIS)	619	271	0.682	\$57.00	SEE NOTE	5	4/85		YES		31 BASE RENT INCREASES YEARLY - BASE RENT ABATED 1ST 4 MONTHS
HARR DESIGN, INC.	611	357	0.872	\$55.00 (2)	N/A	10	2/86				
NATIONAL RENT-A-CAR	69	711	0.512	\$50.00	651	5	7/86				
ORIENT BUREAU	M17	341	0.831	\$30.00	651	10	3/85				
PAPER EXPRESS	M18	967	2.381	\$18.00 (3)	501	10	6/86				
PATHWAY FINANCIAL	61	3,404	8.292	\$50.00	501	15	4/85				
THE SHOE SERVICE CORPORATION	6-5	935	2.282	\$59.00	651	10	7/87				BASE RENT ABATED DURING 2 THRU 13
TRAVEL & TRANSPORT	M10A	507	1.252	\$27.00	651	10	2/85				
UNITED AIRLINES	M15	810	1.972	\$25.00	651	5	4/85		YES		PERCENTAGE RENT 81 OF GROSS SALES
WEWET'S	67, B	1,650	4.022	SEE NOTE	N/A	15	1/91				
TRAVEL CENTER	86	3,122	7.612	\$25.00	651	15	1/91				
<b>MTC RETAIL TOTAL</b>		<b>31,411</b>	<b>74.282</b>								

TELEPHONE	SPACE	SQUARE FEET	PROP. SHARE (%)	BASE RENT	2. CPI RENT FACTOR	TERM (YRS)	LEASE COMMENCE DATE	MODIFIED	LEASE RENEWAL	TERMINATION	NOTES
<b>CAR RENTAL AGENCY</b>											
AVIS RENT-A-CAR	LL			30,916.67							
NATIONAL RENT-A-CAR	LL			6,666.67							
<b>CAR RENTAL AGENCY TOTAL</b>				<b>37,583.34</b>							

**NOTES:**

- (1) BASE RENT INCREASES TO \$60.00/RSF JULY 1989
- (2) BASE RENT INCREASES AS FOLLOWS: \$45.00/RSF AUGUST 1987, \$51.00/RSF AUGUST 1988, \$57.00/RSF AUGUST 1991
- (3) BASE RENT INCREASES AS FOLLOWS: \$26.00/RSF APRIL 1987, \$31.00/RSF APRIL 1988, \$36.00/RSF APRIL 1989
- (4) BASE RENT INCREASES AS FOLLOWS: \$66.00/RSF MAY 1991, \$77.00/RSF MAY 1991, \$88.00/RSF MAY 1992
- (5) BASE RENT INCREASES AS FOLLOWS: \$64.00/RSF FEBRUARY 1987

FILE NAME: JULTC.MKT

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