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BAN/JRT/JRT10/Hickory-g/120986/1

MAY 18 1987

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AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This Amendment to Assignment of Leases and Rents ("Amendment") dated as of November 30, 1986 among LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly delivered in pursuance of a Trust Agreement dated as of May 1, 1984 and known as Trust No. 107983 ("Trustee"), Hickory Hills Shopping Center Venture, an Illinois joint venture ("Beneficiary") (Trustee and Beneficiary being hereinafter collectively referred to as "Assignors"), and Bank of Montreal, Chicago Branch Office ("Bank"):

W I T N E S S E T H:

WHEREAS, Assignors executed and delivered to Bank that certain Assignment of Leases and Rents recorded in Cook County, Illinois on September 20, 1985 as Document No. 85197921, encumbering the land described on Schedule I attached hereto ("the Assignment"); and

WHEREAS, Trustee and Bank have entered into an Amendment to Mortgage and Security Agreement with Assignment of Rents dated of even date herewith which amends the provisions of that certain Construction Mortgage and Security Agreement with Assignment of Rents dated September 19, 1985, executed and delivered by Trustee to Bank, and recorded on September 20, 1985 as Document No. 85197920 encumbering the land described on Schedule I attached hereto, (said mortgage as amended is herein called the "Mortgage") by extending the maturity date of the Note (hereinafter defined).

WHEREAS, Bank and Beneficiary entered into an Amendment to Construction Loan Agreement dated as of even date herewith which amended the provisions of that certain Construction Loan Agreement dated September 19, 1985 between Assignors and Bank (said Construction Loan Agreement as amended is herein called the "Loan Agreement") by extending the maturity date thereof;

WHEREAS, Beneficiary and Bank entered into an Amendment to Promissory Note ("Note Amendment") dated as of even date herewith which amended the Note (as defined in the Assignment) by extending the maturity date thereof to January 15, 1987; and

WHEREAS, Assignors and Bank desire to amend the Assignment to reflect the extension of the maturity date of the Note and reflect that the Loan Agreement has been amended as aforesaid and that all references in the Assignment to the Loan

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Agreement shall mean the Loan Agreement as amended, that the Note has been amended by the Note Amendment, and that all references in the Assignment to the Note shall mean the Note as amended by the Note Amendment;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Assignors and Bank hereby agree that the Assignment is amended as follows:

Subsections (i), (ii) and (iii) beginning on the second line of the second paragraph on page 1 of the Assignment are hereby deleted and the following are substituted in their place:

"(i) the payment in full of all principal of and interest on that certain promissory note of the Trustee dated September 19, 1985 and amended by Amendment to Promissory Note dated as of November 30, 1986, payable to the order of the Mortgagee in the face principal sum of \$16,000,000, and any notes issued in extension or renewal thereof or in substitution therefore (said note as amended is herein called the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Construction Mortgage and Security Agreement with Assignment of Rents dated September 19, 1985 from the Trustee to the Mortgagee, as amended by that certain Amendment to Construction Mortgage and Security Agreement with Assignment of Rents dated as of November 30, 1986, (said mortgage as amended is herein called the "Mortgage") conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the observance and performance of all obligations, covenants, promises and agreements of the Trustee and/or the Beneficiary contained in that certain Construction Loan Agreement dated September 19, 1985 by and among the Trustee, the Beneficiary and the Mortgagee, as amended by that certain Amendment to Construction Loan Agreement dated as of November 30, 1986 (said Construction Loan Agreement as amended is herein called the "Loan Agreement") and in any other loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefor,".

All references in the Note and in the Loan Agreement shall be deemed references to the Assignment as amended by this Amendment. All of the terms, provisions, agreements and covenants contained in the Assignment shall stand and remain

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unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Amendment need be made in any instrument or document at any time referring to the Assignment, any reference in any of such instrument or document to the Assignment to be deemed a reference to the Assignment as amended hereby.

This Amendment is executed by LaSalle National Bank, 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 Trustee 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 said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

IN WITNESS WHEREOF, Assignors and Bank have executed and delivered this Agreement at Chicago, Illinois as of the 30th day of November, 1986.

LASALLE NATIONAL BANK,
As Trustee of Trust 107983, as
Aforesaid and Not Personally

By [Signature]
Its [Signature] Vice President

(SEAL)

ATTEST:

[Signature]
Its [Signature] Secretary

EDITH B. DILLON
Type or Print Name

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HICKORY HILLS SHOPPING CENTER
VENTURE, an Illinois joint
venture

By: Hickory Hills Development
Company, an Illinois
corporation

[Handwritten Signature]
its _____

By: Inryco/HHDC, an Illinois
general partnership

By: Inryco, Inc., a Delaware
corporation

By: *[Handwritten Signature]*
its VP

By: Hickory Hills Development
Company, an Illinois
corporation

[Handwritten Signature]
its _____

BANK OF MONTREAL

By: *[Handwritten Signature]*
its GEORGE WEISZ
ACCOUNT MANAGER

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Property of Cook County Clerk's Office

[Handwritten Stamp]
This instrument prepared by
& returned to:
James R. Theiss, Jr.
111 W. Monroe St.
Chicago, IL 60690

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37257111

STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

APHRODITE PAPAJOHN

I, _____ a Notary Public in
 and for said County, in the State aforesaid, do hereby certify
 that James A. Clark President
 of LaSalle National Bank, a national banking association,
 and William H. Dillon Secretary of said
 national banking association, who are personally known to me to
 be the same persons whose names are subscribed to the foregoing
 instrument as such Asst. Vice President and
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 national banking association, as
 Trustee of Trust Number 107983 as aforesaid, for the uses and
 purposes therein set forth; and the said
 Secretary then and there acknowledged that he, as custodian of
 the seal of said association, did affix the corporate seal of
 said national banking association to said instrument, as his own
 free and voluntary act and as the free and voluntary act of said
 national banking association as Trustee of Trust Number 107983 as
 aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15 day of
JANUARY, 1987.

Aphrodite PapaJohn
 Notary Public

APHRODITE PAPAJOHN

(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:

_____ 8-30-87

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County Clerk's Office

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STATE OF ILLINOIS

COUNTY OF Cook

)
SS.

I, Vonda Gluck, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GREGG WEISS, ACCOUNT MANAGER President of Bank of Montreal who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ACCOUNT MANAGER President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank.

Given under my hand and notarial seal, this 15th day of JANUARY 1986.

Vonda Gluck
Notary Public

VONDA GLUCK
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:

April 19, 1987

Property of Cook County Clerk's Office
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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that LOUIS D. CUIENFFO Vice President of Inryco, Inc., a Delaware corporation, and STEVE GIANNAKIS, President of Hickory Hills Development Company, an Illinois corporation, said corporations being the general partners of Inryco/HHDC, an Illinois general partnership, said general partnership being a general partner of Hickory Hills Shopping Center Venture, an Illinois joint venture, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporations as partners in such partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of January, 1986.

Joseph A. Rakus
Notary Public

LOUKAIE H. KAROUSKI
Type or Print Name

(SEAL)
My Commission Expires:
2/28/88

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Notary Public's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that STAVIE GIMMICKS,
President of Hickory Hills Development Company, an Illinois corporation, said corporation being a general partner of Hickory Hills Shopping Center Venture, an Illinois joint venture who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation as a partner in said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of January, 1986. 7

[Signature]
Notary Public

WILLIAM A. KALOSZKA
Type or Print Name

(SEAL)
My Commission Expires:
2/28/88

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Notary Public for Cook County Clerk's Office

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THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 1,322.29 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 39 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 50.0 FEET TO A POINT ON THE WEST LINE OF A PUBLIC ROADWAY HERETOFORE INDICATED AS ROBERTS ROAD ACCORDING TO DOCUMENT NO. 21384638, SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 39 MINUTES 08 SECONDS WEST LONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11 A DISTANCE OF 328.83 FEET; THENCE NORTH 48 DEGREES 32 MINUTES 24 SECONDS WEST 468.91 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 42 SECONDS WEST 102.34 FEET; THENCE NORTH 20 DEGREES 00 MINUTES 18 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE 256.47 FEET; THENCE NORTH 09 DEGREES 59 MINUTES 30 SECONDS EAST 77.29 FEET TO A POINT ON THE SOUTH LINE OF A PUBLIC ROADWAY HERETOFORE DEDICATED AS 95TH STREET ACCORDING TO DOCUMENT NOS. 12257978 AND 12698530; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROADWAY 680.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.0 FEET, HAVING A CHORD BEARING OF SOUTH 4 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 78.30 FEET TO A POINT OF TANGENCY ON THE WESTERLY LINE OF SAID ROBERTS ROAD, ACCORDING TO DOCUMENT NO. 21384638; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE OF ROBERTS ROAD A DISTANCE OF 1,228.48 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 21.485 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS

Permanent Tax Number - 23-11-201-002-0000 and 23-11-201-003-0000
 Property Address: 97th & Roberts Road
 Hickory Hills, Illinois
 (Hickory-Palms Shopping Center)

57257016

DEPT-01 \$19.25
 140003 TRAK 155 05/18/21 10:59:00
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 COOK COUNTY RECORDER

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