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WHEREAS, Mortgagor and Mortgagee have agreed to future advances under and as provided in the Original Mortgage in the amount of \$971,522 and to evidence such future advances have

WHEREAS, under date of August 28, 1986 Mortgagor and Mortgagee entered into a certain Second Future Advance Agreement - Supplemental Mortgage and Security Agreement (the "Second Mortgage Note (the "Amended Note") dated August 28, 1986, which Amended Note amended and restated the First Consolidated Notes to evidence a single indebtedness in the principal sum of \$16,950,878; and

WHEREAS, under date of February 27, 1986 Mortgagor and Mortgagee entered into a Note Consolidation and Modification Agreement (the "First Consolidation Agreement") modifying and consolidating the First Note and the Second Note (the "First Consolidated Notes"); and

WHEREAS, under date of February 27, 1986 Mortgagor and Mortgagee entered into a certain Future Advance Agreement - Supplemental Mortgage and Security Agreement (the "First Note") in the principal sum of \$388,431 dated February 27, 1986; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

WHEREAS, pursuant to that certain Southwest Mortgage Loan Agreement (the "Loan Agreement") dated August 28, 1985 between Madison Plaza II Partnership ("Borrower") and Mortgagee, Mortgagor executed and delivered to Mortgagee a certain Mortgage and Security Agreement dated August 28, 1985 and recorded under Recorder's No. 85-167795, Cook County Records and re-recorded as document number 85-168198 and filed in the office of the Registrar of Titles as document number LR-345855, encumbering property described therein and containing provisions for "future advances" of Title as document number LR-345855, encumbering property described therein and containing provisions for "future advances" ("Original Mortgage") to secure a certain Mortgage Note (the "First Note") in the principal sum of \$1,721,384 dated August 28, 1985; all of the terms and conditions of the Original Mortgage are specifically incorporated herein by reference; and

885525071

\$17.00

Prepared by and retained by
Gretchen Howard Kelly, Esq.
Real Estate Law Center
P.O. Box 2009
Pittsburgh, PA 15230

BOX 908-CG

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entered into (i) a Seventh Amendment to Southwest Mortgage Loan Agreement (the "Seventh Amendment") of even date herewith amending the Loan Agreement, as amended by that First Amendment to Loan Agreement (the "First Amendment") dated as of February 27, 1986, that Second Amendment to Southwest Mortgage Loan Agreement (the "Second Amendment") dated as of August 28, 1986, that Third Amendment to Southwest Mortgage Loan Agreement (the "Third Amendment") dated as of December 1, 1986, that Fourth Amendment to Southwest Mortgage Loan Agreement (the "Fourth Amendment") dated as of February 27, 1987, that Fifth Amendment to Southwest Mortgage Loan Agreement (the "Fifth Amendment") dated as of August 31, 1987, and that Sixth Amendment to Southwest Mortgage Loan Agreement and Third Amendment to Amended and Restated Mortgage Note (the "Sixth Amendment") dated as of December 31, 1987, and (ii) a certain Mortgage Note (the "Third Note") of even date herewith payable to the order of Mortgagee in the principal sum of \$971,522; and

WHEREAS, of even date herewith Mortgagor and Mortgagee have entered into a Second Note Consolidation and Modification Agreement (the "Second Consolidation Agreement") modifying and consolidating the First Consolidated Notes and the Third Note (the First Consolidated Notes and the Third Note, as so consolidated and modified, being herein collectively called the "Notes"); and

WHEREAS, it is desired that the indebtedness evidenced by the Notes be secured by the lien of the Original Mortgage as supplemented, spread, extended and amended by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby.

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Notes, and intending to be legally bound, Mortgagor covenants and agrees with Mortgagee as follows:

1. The lien of the Original Mortgage, as amended by the First Supplement to Mortgage and the Second Supplement to Mortgage, secures (a) the payment of the Notes, and (b) the performance by Borrower of the obligations of Borrower under the Loan Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment, and the Loan Documents therein defined.

2. The Notes and performance of each of the provisions thereof and of the Loan Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment, shall be secured by the Original Mortgage as supplemented by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby with the same force and effect as if the indebtedness evidenced thereby and the provisions thereof had been included in and evidenced by the First Note and the Loan Agreement.

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3. Effective as of the date hereof, all references in the Original Mortgage to (a) the "Note" shall be deemed to mean the Notes, (b) the "Mortgage" shall be deemed to mean the Original Mortgage, as supplemented, spread, extended and amended by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby, and (c) the "Agreement" shall be deemed to mean the Loan Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment (collectively, the "Mortgage Loan Agreement").

4. The Original Mortgage as supplemented by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby is subject in all respects to the terms and provisions of the Mortgage Loan Agreement, as the same is now in force and as hereafter amended, and the Mortgage Loan Agreement is incorporated herein and in the Original Mortgage by reference. All advances and indebtedness arising and accruing from time to time under the Mortgage Loan Agreement shall be secured hereby to the same extent as though the Mortgage Loan Agreement were fully incorporated in the Original Mortgage as supplemented by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby and the occurrence of any "Event of Default" under the Mortgage Loan Agreement shall constitute an Event of Default under the Original Mortgage entitling Mortgagee to all of the rights and remedies conferred upon Mortgagee by the terms of the Original Mortgage, as supplemented by the First Supplement to Mortgage, the Second Supplement to Mortgage and hereby, or by the Mortgage Loan Agreement or by law, as in the case of any other default.

5. Nothing herein contained shall in any way alter or impair any of the provisions of the Notes, the Mortgage Loan Agreement, or the Original Mortgage, save only in the particulars herein set forth.

6. The rights and privileges of Mortgagee hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of the Mortgagor shall bind the Mortgagor and the Mortgagor's successors and assigns.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee, intending to be legally bound hereby, have caused this Agreement to be duly executed on the day and year first above written, intending the same to be a sealed instrument.

ATTEST:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
not personally but solely as
Trustee under Trust Agreement
dated August 21, 1985 and known
as Trust No. 65289

By _____

Title _____

[Corporate Seal]

By _____

Title _____

By _____

Title _____

[Corporate Seal]

MELLON BANK, N.A.

By _____

Title _____

COOK COUNTY CLERK'S OFFICE

NOV 14 PM 12:34

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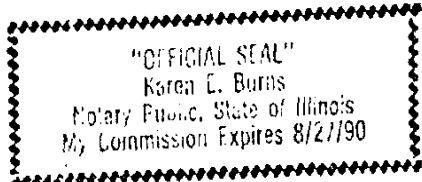
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JUL 12 1988

STATE OF Ill)
COUNTY OF Cook) SS:

On this, the ___ day of _____, 1988, before me, a Notary Public, the undersigned officer, personally appeared L. MICHAEL PERRY, who acknowledged himself to be a _____ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Karen E. Burns
Notary Public
[Notarial Seal]

My Commission Expires:

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THE EAST 1/3 OF LOT 2, ALL OF LOT 3 AND THE NORTH 130.00 FEET OF LOT 4
IN BLOCK 94 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

17 16 202-003 6 00 1

Southeast corner of *17th and 16th*
Chicago

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