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AMENDMENT TO CONSTRUCTION MORTGAGE,
PERSONAL PROPERTY SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTALS

\$18.00

This Amendment to Construction Mortgage, Personal Property Security Agreement and Assignment of Leases and Rentals is made as of February 15, 1988, 1988, by LA SALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated May 20, 1986, and known as Trust No. 111127, having an office at 135 South LaSalle Street, Chicago, Illinois 60690, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 15, 1979 and known as Trust No. 48322, having an office at 33 North LaSalle Street, Chicago, Illinois (collectively, "Mortgagor") and THE FIRST NATIONAL BANK OF CHICAGO ("Mortgagee") having an office at One First National Plaza, Chicago, Illinois 60670.

A. By a certain Construction Mortgage, Personal Property Security Agreement and Assignment of Leases and Rentals dated January 12, 1987 recorded in the Office of the Recorder of Deeds in Cook County, Illinois on February 6, 1987 as Document No. 87076810 ("Mortgage"), Mortgagor mortgaged to Mortgagee the real estate legally described in Exhibit A attached hereto and made a part hereof and certain other property, estates and interests described in the Mortgage.

B. Except as otherwise expressly provided herein, all terms defined in the Mortgage shall have the same meanings herein.

C. The Mortgage secures inter alia, the payment of the indebtedness in the principal sum of \$3,125,000 from Mortgagor and Beneficiary to the Mortgagee evidenced by the Note together with the interest thereon disbursed pursuant to the Loan Agreement.

D. Mortgagor and Beneficiary have prepaid \$2,260,000 of the principal sum of the Note so that the outstanding principal sum of the Note is \$30,865,000.

E. Mortgagor and Beneficiary desire to reborrow such \$2,260,000 prepayment and Mortgagee is willing to relend such \$2,260,000.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

COOK COUNTY, ILLINOIS
RECORDER OF DEEDS

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1. The above recitals are correct. 8 9 2 1 3 5

2. The unpaid principal sum of the indebtedness evidenced by the Note is increased from \$30,865,000 to \$33,125,000.

3. Concurrently herewith, the Note and the Loan Agreement have been amended, which amendments contain provisions corresponding to those contained herein. All references to the Note and Loan Agreement in the Mortgage shall refer to the Note and Loan Agreement as so amended.

4. Mortgagor agrees to all of the terms and provisions of this Amendment to Construction Mortgage Personal Property Security Agreement and Assignment of Leases and Rentals (which is hereby incorporated in and made a part of the Mortgage) and to be bound thereby and further agrees that except as expressly amended herein, the terms of the Mortgage remain in full force and effect and are hereby in all respects ratified and confirmed.

5. This Amendment to Construction Mortgage Personal Property Security Agreement and Assignment of Leases and Rentals is executed by LaSalle National Bank, not personally, but as Trustee under Trust No. 111127, American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust No. 48322 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 Amendment) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other Loan Document, shall be construed as creating any liability on the part of said Trustee personally to pay the 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 hereby expressly waived by Mortgagee, any legal owner or holder of the Note and every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee personally is concerned, any legal holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property mortgaged or conveyed under the Mortgage for the payment thereof, by the enforcement of the lien created in the manner therein and in the Note provided or by action to enforce the personal liability of the guarantors of the Note or as otherwise provided in any other Loan Document.

ADDRESS: 919 NORTH MICHIGAN AVE.

PIN: 17 03 213 001

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IN WITNESS WHEREOF, the parties have caused this Mortgage to be executed on the day and year first above written:

LA SALLE NATIONAL BANK,
not personally, but as Trustee
as aforesaid

By: [Signature]
Title: _____

Attest: [Signature]
Title: ASSISTANT SECRETARY

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

Attest: [Signature]
Title: Asst Secy

By: [Signature]
Title: [Signature]

THE FIRST NATIONAL BANK OF CHICAGO

Attest: [Signature]
Title: Asst. Vice President

By: [Signature] *261*
Title: Vice President

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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 named Peter H. Johansen and J. MICHAEL WHELAN of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second 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 Bank, as Trustee as aforesaid, for the uses and purposes herein set forth; and the said _____ and _____ then and there acknowledged that said _____ Secretary, as custodian of the corporate seal, did affix the corporate seal of said Bank to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

FEB 10 1988

Given under my hand and Notarial Seal this _____ day of _____, 1988.



Karen E. Burns
Notary Public
My Commission Expires: _____

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of February, 1988, by Jerrold Wexler and Edward W. Ross,

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EXHIBIT A

to

Construction Mortgage, Personal Property, Security Agreement and Assignment of Leases and Rentals dated 1-12, 1987 between The First National Bank of Chicago and LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated May 20, 1986 and known as Trust No. 111127 and American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated November 15, 1979 and known as Trust No. 48322

PARCEL 1:

THE NORTH 1/2 OF THE CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 23 TO 30, BOTH INCLUSIVE, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR LIGHT, AIR AND VIEW FOR THE BENEFIT OF PARCEL 1 IN, OVER, ABOVE AND ACROSS THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A HORIZONTAL PLANE PARALLEL TO AND 63 FEET ABOVE CHICAGO CITY DATUM AND EXTENDING VERTICALLY UPWARDS TO THE ZENITH BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL 1, 62 FEET EAST OF THE WESTERLY LINE OF SAID PARCEL 1; THENCE SOUTH ALONG A LINE PARALLEL TO AND 62 FEET EAST OF THE WESTERLY LINE OF LOTS 26 AND 27 IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID (SAID WESTERLY LINE OF LOTS 26 AND 27 AFORESAID BEING A CONTINUATION OF THE WESTERLY LINE OF PARCEL 1 EXTENDED SOUTH), A DISTANCE OF 25 FEET TO A POINT IN SAID LOT 26; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET EAST TO A POINT IN LOT 24, IN SAID ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID; THENCE NORTH ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOTS 26 AND 27 AFORESAID, A DISTANCE OF 25 FEET TO THE SOUTH LINE OF PARCEL 1; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET TO THE PLACE OF BEGINNING, AS CREATED BY AGREEMENT BETWEEN THE PALMOLIVE TRUST COMPANY, A CORPORATION OF DELAWARE, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 25, 1927 AND KNOWN AS TRUST NUMBER 19104, DATED MARCH 31, 1928 AND RECORDED APRIL 30, 1928 AS DOCUMENT 10005790, AND ALSO RECORDED JUNE 21, 1932 AS DOCUMENT 11106014, AND AS CONTINUED AND PRESERVED BY INSTRUMENT DATED DECEMBER 26, 1958 AND RECORDED DECEMBER 26, 1958 AS DOCUMENT 17413316, IN COOK COUNTY, ILLINOIS.

Real Estate Tax Identification No. _____

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A fee simple as to the land and a leasehold estate created by the lease executed by The Prudential Insurance Company of America, a New Jersey corporation to 2000 Corporation, an Illinois corporation, as lessee, dated December 26, 1958, a memorandum of which lease was recorded December 26, 1958 as Document 17413313, as amended by agreement between The Prudential Insurance Company of America and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 8, 1959 and known as Trust Number 14758, dated November 30, 1961 and recorded December 7, 1961 as Document 18349717 as amended by instrument recorded June 1, 1983 as Document 26626015; which lease demises the land for a term of years beginning December 15, 1958 at 12:00 Noon and ending December 14, 2029.

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