FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE, ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES, GUARANTY AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORT-GAGE NOTE, MORTGAGE, ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES, GUARANTY AND OTHER LOAN DOCUMENTS is entered into as of the 10 day of June, 1988 by and among LASALLE NATIONAL BANK, not personally, but solely as Trustee (the "Trustee") under Trust Agreement dated June 24, 1986 and known as Trust No. 111240 (the "Trust"), PARK PLACE DEVELOPMENT GROUP, an Illinois limited partnership (the "Partnership"), being the sole beneficiary of the Trust (the Trust and the Partnership are hereinalter sometimes jointly and severally referred to as "Borrowet"), RICHARD STONE ("R. Stone"), HOWARD STONE ("H. Stone"), HARVEY GAFFEN ("Gaffen") (R. Stone, H. Stone and Gaffen are hereinafter sometimes individually referred to as a "Guarantor" and jointly referred to as the "Guarantors"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender").

#### RECITALS:

- A. Borrower and Lenier have entered into a certain Construction Loan Agreement dated October 1, 1986 (the "Loan Agreement"), pursuant to which, among other things, Lender agreed to loan to Borrower an amount not to exceed the sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,850,000.00) (the "Original Loan"), for the purposes, upon the terms and subject to the conditions contained in the Loan Agreement. The Loan Agreement provides, among other things, that the proceeds of the Original Loan are to be used by Borrower for purposes of paying the Lost of (i) constructing three retail strip shopping centers on approximately 1.83 acres of land (the "Land") located at (a) 3606 West Dempster Street (the "3535 Center") and (c) 4150 West Dempster Street (the "4150 Center"), all in Skokie, Cook County, Illinois and legally described in Exhibit A attached hereto and (ii) constructing certain site improvements (the "Improvements") on the Land. The Land, th. 3606 Center, the 3535 Center and the 4150 Center and the Improvements are hereinafter collectively referred to as the "Project".
- B. The Original Loan is evidenced by a certain Mortgage Note (the "Note") dated October 1, 1986 in the original principal amount of Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00) made by the Trust and the Partnership, jointly and severally, and payable to the order of Lender.
- C. The Note is secured, among other things, by the following documents, each of which is dated as of October 1, 1986 (collectively, the "Loan Documents"):
  - (i) Mortgage (the "Mortgage") made by the Trust to Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 24, 1986 as Document 86615792, and covering the Land;
  - (ii) Assignment of Rents and Lessor's Interest in Leases made by the Trust and the Partnership to Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 24, 1986 as Document 86615794.

CONTRACTOR OF STANDARD CONTRACTOR OF STANDARD

A PARTICIPANT OF THE PARTY OF T

The Control of the state of the The second of th

ក្រុម ប្រជាពលរដ្ឋ ប្រជាពលរដ្ឋ បានប្រជាពលរដ្ឋ ប្រជាពលរដ្ឋ បានប្រជាពលរដ្ឋ បានប្រជាពលរដ្ឋ បានប្រជាពលរដ្ឋ បានប្រជា ក្រុម ប្រជុំ ប្រជាពលរដ្ឋ ប្រជាពលរដ្ឋ បានបង្គាល់ បានប្រជាពលរដ្ឋ បានបង្គាល់ បានប្រជាពលរដ្ឋ ប្រជាពលរដ្ឋ បានបង្គាល់ ប្រជុំ ក្រុមប្រជាពលរដ្ឋ បានបង្គាល់ បានប្រជាពលរដ្ឋ បានបង្គាល់ បានបង្គាល់ បានបង្គាល់ បានបង្គាល់ បានបង្គាល់ បានបង

ခြင့် ကြမ္မေတြ ရုတ်ကြောင့်တို့ မေတာ့မှတ် (၁၉၉၈ကြက္ချိတ် ချစ်တို့ ကြာလေး ကြာလုံးမှတေတြကာ အထက်သောမှာများများ မြေတြို့သို့ ကြာလေးတွင်ကို လေလာက် ကြာလုံးသို့ မေတြ ကြာလုံးသည်မှတ်လေးပေးကြား အာဏာတို့သို့ သိန်းကြောက်သည်တောင်းကြွေသည် ကြွေသည်။ ကြို့သို့ ing paralis in the second second

#### UNOFFICIAL CORY 2 4 4

- (iii) Security Agreement (Chattel Mortgage) made by the Trust and the Partnership, jointly as Debtor, to Lender, as Secured Party;
- (iv) Combined Security Agreement and Assignment of Beneficial Interest in Land Trust made by the Partnership, as Debtor, to Lender, as Secured Party, with respect to the Trust; and
- (v) Assignment of Plans, Specifications, Construction and Service Contracts made by the Trust and the Partnership, jointly as Debtor, to Lender, as Secured Party.
- D. Pursuant to a certain Guaranty (the "Guaranty") dated as of October 1, 1986 made by the Guarantors in favor of Lender, the Guarantors jointly and severally guaranteed (i) the payment by Borrower of the amounts provided for in the Note, the Loan Agreement the Mortgage and the other Loan Documents, and (ii) the performance by Borrower of the covenants to be performed and observed by Borrower pursuant to the provisions thereof.
- E. Lender has agreed to make a permanent loan to Borrower in an amount not to exceed One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) secured by the 3606 Center and the 4150 Center.
- F. Lender, Borrower and the Guarantors desire to amend the Loan Agreement, the Note and the Loan Documents to (i) decrease the amount of the Original Loan from \$2,850,000 to \$1,900,000, (ii) extend the maturity date of the Note from July 31, 1991 to May 31, 1993, (iii) modify the interest rate under the Original Loan with respect to interest accruing from and after June 1, 1988, and (iv) release the liens and security interests of the Loan Documents with respect to the 3535 Center, subject to Borrower and the Guarantors agreeing to the terms and conditions contained in this First Amendment (the Original Loan, as so decreased, extended and amended, is hereinafter referred to as the "Amended Loan").
- G. Except as otherwise expressly indicated, all capitalized terms used herein shall have the same meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, in order to induce Lender to (i) decrease the amount of the Original Loan from \$2,850,000 to \$1,900,000, (ii) extend the maturity date of the Note from July 31, 1991 to May 31, 1993, (iii) modify the interest rate under the Original Loan with respect to interest accruing from and after June 1, 1988, and (iv) release the liens and security interests of the Loan Documents with respect to the 3535 Center, and for June good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, the Guarantors and Lender hereby agree as follows:

- 1. The Recitals set forth above are hereby incorporated herein and made a part hereof.
- 2. Borrower hereby confirms and certifies to Lender that each representation and warranty contained in Article 2 of the Loan Agreement is true, complete and correct in all respects.
- 3. The words and number "Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00)" contained in the third and fourth lines of Article 3 of the Loan Agreement are

The state of the property of the state of

mass, mod amore COS industrial por entrological is a subsection of the second of the s

- Permitty in the Company of the

est complete (\$\hat{\partial}\$) and trusted. The office of the complete of the

i di mala l<mark>agrangos, tyda si Miletta, me</mark>leta meleta di medi interno il montro di medito i si fi Lagra vando si montro di montro di medito della medito della

ok premo korajskom ramomo siždovara sluta sluka kopinskom trono iž mosa otroka ( kora rego Aleksika kraživna orakta kratano gradika na komo mosa sekratika tekstoka (orak kora kratan 1988 je postarano siki oslada izganskom kratano komo (orak na kora kratano).

our de la material de mentral de la compte de Esta de la compte de la material de la compte Esta de la compte d

The state of the s

hereby deleted and the words and number "One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00)" are hereby substituted in lieu thereof.

- 4. Paragraph 7.1 of the Loan Agreement is hereby amended to provide that from and after the date hereof the "Loan Rate" shall be equal to ten percent (10%) per annum and the second and third sentences of said Paragraph 7.1 are hereby deleted.
- 5. Paragraphs 8.1 and 8.2 of the Loan Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof:
  - 8.1 Payments of principal and interest due with respect to the Loan, if not sooner declared to be due in accordance with the provisions hereof, shall be due in accordance with the provisions hereof, shall be made as follows: Commencing on August 1, 1988, and on the first day of each month thereafter through and including June 1, 1993, equal monthly installments in the amount of \$16,674 shall be due and payable, being the amount of principal and interest that would be mesessary to amortize the Loan, at the Loan Rate during the period from July 1, 1988 to June 30, 2018.
  - 8.2 The uraid principal balance of the Loan and all accrued and unpaid interest thereon, if not sooner declared to be due in accordance with the terms hereof, shall be due and payable in full on June 30, 1993.
- 6. The principal amcurt of the Note is hereby decreased from Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00) to One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00).
- 7. The first grammatical paragraph of the Note is hereby amended to provide that from and alter the date hereof the "Loan Rate" shall be equal to ten percent (10%) per annum and clause (b) of the third grammatical paragraph of the Note is hereby deleted.
- 8. The fifth grammatical paragraph of the Note beginning with the word "Payments" and ending with the words "Maturity Date" is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Payments of principal and interest due under the Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

- (i) Concurrently with the execution and delivery of this First Amendment, Borrower shall pay to Lender interest at the Loan Rate for the period from the date hereof to June 30, 1988.
- (ii) Commencing on August 1, 1988 and on the first day of each month thereafter through and including May 1, 1993, equal monthly installments in the amount of \$16,674 shall be due and payable, being the amount of principal and interest that would be necessary to amortize the Loan, at the Loan Rate during the period from July 1, 1988 to June 30, 2018.
- (iii) The principal balance of the Note, if not sooner declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest, shall be due and payable in full on June 30, 1993 (the "Maturity Date").

ကြောင့် ကောင်းသုံးကြုံသည်။ သင်းသည်။ သင့်သော သည်။ ရှိသေးများသည်။ ဥယာကနား ကြာသော ကြောက်လောင်းသို့သောတို့ (နိုင်ငံကြာ သင်းသည် ကြောင့်သည် မောင်မှုတို့ ၂၂၆ ရှိ ၂၂၆ ရှိ ၂၂၆ in the same of the control of the same of the control of the contr ក រួមគេស សូមរបស់ ប្រជាជាក់ ប្រជាជាក្រុម គ្រឹង ប្រជាជាក្រុម ប្រជាជាក្រុម ប្រជាជាក្រុម ប្រជាជាក្រុម ប្រជាជាក្រុម ប្រជាជាក្រុម សេសស្ថិត អស់ថា ប៉ាប់សេសស្ថិត បាប់សម្រាប់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជ ប្រជាជាក់ ប្រាជាក់ ប្រជាជាក់ ប្រជាជាកាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាក់ ប្រជាជាកាក់ ប្រជាជាកាក់ ប្រជាជាកាក់ ប្រជាជាកាក់ ប្រជាជាកាក់ ប្រជាជាក់ បាបបាក់ ប្រជាជាកាក់ ប្ប ALA LES MARTINES BARRES DE LES COMPANIONS DE LA COMPANION DEL COMP The fight stands wind to promite the large that they are the promite to the first standard of the second terms of the second t ා කාරයට පිට **මස්ථ**කි මස්ථ කිය ප්ලියක මත තුල ද වලස් විකාශකට පතිවේද පස්ත තුල්ලිය තුල්ලිය කිසිම මස්මාලික තුල්ලි (විශ්ය කියි gartal glissi al esai a l'esai le tra e prame pad **a zot** odd ito desembled i de . Ostra follige<mark>re\*\*</mark> liberar astrolius potimo The rest at pricestible and but give t erro (galan<mark>g sebug sebug be</mark>sterrand serro bergar filog engs esple <mark>pomenta</mark>k serro el member til bester et espektetak sekulpunt by idese is the control of the ាលស្ថិត ស្រុក ស្រុស ស្រុស ស្រុស ស្រុស ស្រុស ស្រុស ស្រុស ស្រុស ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ស្រុក ការស្រុក ស្រុស ស្រុស ស្រុក - ស្រុក ស្រុក ស្រុស ស្រុក ស្រុស ស្រុក - ស្រុក សស្រុក ស្រុក សស្រុក ស្រុក ស្ត

... \*\* .

។ ប្រទេសទី និង ខ្លួនប្រជាធិប្បាយ នៃបាន ម៉ែង ដើម្បី ។ ប្រធាន ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ក្រុម ប្រទេស និង ប្រទេសមាន កាស់ស្ពាល់ ស្រែង សមាន ការប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រ សាស្វាល់ ស្រីស្នាល់ ស្រែង ស្រែង ស្រែង ស្រែង ស្រែង សមាន សមាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រធាន ។ ប្រ

# UNOFFICIAL COPY / 4 3

- 9. The first grammatical paragraph below the caption "Witnesseth" on the first page of the Mortgage is hereby amended by deleting the words and number "Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000.00)" and substituting "One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00)" in lieu thereof and by deleting the date "July 31, 1991" and substituting "May 31, 1993" in lieu thereof.
- 10. The Mortgage, the other Loan Documents and the Guaranty are hereby amended to secure the obligations and liabilities evidenced by the Note, as amended by this First Amendment.
- 11. The obligation of Lender to (i) decrease the amount of the Original Loan from \$2,850,000 to \$1,900,000, (ii) extend the maturity date of the Note from July 31, 1991 to June 30, 1993, (iii) adding the interest rate under the Original Loan with respect to interest accruing from and after the date hereof, and (iv) release the liens and security interest of the Loan Documents with respect to the 3535 Center, shall be subject to Borrower and the Guarantors having delivered or causing to be delivered to Lender the following, all of which shall be in form and substance acceptable to Lender:
  - (a) This First Amendment;
  - (b) An opinion of the attorney for Borrower and the Guarantors as to the matters described in Paragraph 5.20 of the Loan Agreement and expressly including this First Amendment;
  - (c) An endorsement to the Title Policy issued by the Title Company describing the insured Mortgage thereunder as including this First Amendment, extending the effective date of the Title Policy to the date of the recording of this First Amendment and decreasing the face amount of the Title Policy to \$1,900,000;
  - (d) A certified copy of the letter of direction from the Partnership to the Trustee authorizing the Trustee to execute this First Amendment;
  - (e) Funds sufficient to reduce the sutstanding principal balance of the Original Loan to \$1,900,000; and
  - (f) Such other documents as Lender may reconably require.
- 12. In addition to the Loan Expenses described in Article 10 of the Loan Agreement, Borrower hereby agrees to pay all expenses, charges, costs and fees including Lender's reasonable attorneys' fees in connection with the negotiation and documentation of the agreements contained in this First Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this First Amendment (collectively, the "Additional Loan Expenses"). In the event that the Additional Loan Expenses are not paid to Lender within fifteen (15) days after delivery of written demand therefor to Borrower, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Loan Rate or may be paid by Lender at any time following said fifteen (15) day written demand by disbursement of proceeds of the Amended Loan; provided, however, that following the occurrence of an Event of Default, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate.

មនុស្ស ខេត្ត ប្រើប្រាស់ ប្រជាជា ប្រធានប្រាស់ បានប្រើប្រាស់ បានប្រាស់ ប្រើប្រាស់ បានប្រើប្រាស់ ប្រើប្រាស់ ប្រើ ការប្រទេស ប្រសិទ្ធា ម៉ោះ ប្រសិទ្ធា ស្រាស់ ម៉ា ប្រឹក្សា សម្រេច ប្រែការប្រទេស ម៉ា អស់ ម៉ា សម្រេច ប្រែការប្រទេស ប្រ ប្រើការប្រកាសដែលនៅ ខេត្ត ប្រើប្រទេស បានប្រើប្រាស់ ប្រឹក្សា ប្រទេស 1 សមា ម៉ា ម៉ា ម៉ា ប្រែការប្រទេស ម៉ា ប្រែការប្រ សមា ប្រុស្ធិស្សាស់ ស្រាស់ សមាល់ ប្រទេស បានប្រឹក្សា ប្រទេស ប្រកាស ប្រកាស ប្រែការប្រទេស ប្រកាស 1 ប្រឹក្សា សមាល់ ប្រសិទ្ធិស្សាស់ ស្រាស់ សមាល់ បានប្រឹក្សា ប្រកាស់ ប្រែការប្រាស់ ប្រែការប្រទេស ប្រឹក្សា ប្រុស្ស ប្រាស់ ប្រឹក្សា ប្រុស្ស ប្រុស ប្រុស ប្រុស ប្រុស្ស ប្រុស្ស ប្រុស ប្រុស្ស ប្រុស្ស ប្រុស ប្រុស ប្រុស្ស ប្រុស ប្រុស ប្រុស្ស ប្រុស្ស ប្រុស ប្រុស ប្រុស្ស ប្រុស្ស ប្រុស ប្រុស ប្រុស ប្រុស ប្រុស្ស ប្រុស ប្រុស ប្រុស្ស ប្រុស ប្រុស ប្រុស្ស ប្រុស ប្រុស្ស ប្រុស ប្រុស្ស ប្រុស ប្រុស

Christian and the Court of Share Court of

(1) Control Co

្នាស់ស្គ្រាស់ស្គ្រាស់ ស្គ្រាស់ មន្ត្រីក្រសួន ស្គ្រាស់ ស្គ្រាស់ ស្គ្រាស់ ស្គ្រាស់ ស្គ្រាស់ ស្គ្រាស់ ស្គ្រាស់ ស្ ស្គ្រាស់ ស្

្នាស់ស្រាស់ខ្លួនទេ។ ភូមិសា ខេត្តពីនិង ស្រាស់ ១៨៤២៥២២២ នៃ ស្រាស់ ស្រា

The property of the season of the entry of t

POSECT ST

### UNOFFICIAL CORY 7 4 5

- 13. All references in the Loan Agreement, the Note, the Guaranty and the Loan Documents to the "Loan" shall be deemed to refer to the "Amended Loan."
- All references to the "Loan Agreement" contained in the Note, the Mortgage, the Guaranty and the other Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Loan Agreement, as amended by this First Amendment.
- All references to the "Note" contained in the Loan Agreement, the Mortgage, the Guaranty and the other Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Note, as amended by this First Amendment.
- 16. All references to the "Mortgage" contained in the Loan Agreement, the Note, the Guaranty and the other Loan Documents, all as wended by this First Amendment, shall be deemed to refer to the Mortgage, as amended by this First Amendment.
- All references to the other "Loan Documents" contained in the Loan Agreement, the Note, the Mortgage and the Guaranty, all as amended by this First Amendment, shall be deemed to refer to the Loan Documents, as amended by this First Amendment.
- 18. All references to the "Guaranty" contained in the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this first Amendment, shall be deemed to refer to the Guaranty, as amended by this First Amendment.
- 19. All references to the "Premises", the "Property", and the "Land" contained in the Loan Agreement, the Note, the Mortgage, the Guaranty and the other Loan Documents shall be deemed to refer to the 3606 Center and the 4150 Center as legally described in Exhibit A attached hereto.
- 20. Each Borrower and each Guarantor represents and the Partnership and each Guarantor warrants to Lender that each has full power and authority to execute and deliver this First Amendment and to perform their respective chligations hereunder. Upon the execution and delivery hereof, this First Amendment will be valid, binding and enforceable upon each Borrower and each Guarantor in accordance with its terms. Execution and delivery of this First Amendment does not and will not contravene, conflict with, violate or constitute a default under (i) the Partnership Agreement creating the Partnershit, or (ii) any applicable law, rule, regulation, judgment, decree or prder or any agreement, indenture or instrument to which eitler Dorrower or either Guarantor is a party or is bound or which is binding upon or applicable to the Project, or any portion thereof.
- Each Borrower and each Guarantor represent and the Partnership and each Guarantor warrant to Lender that no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the
- Loan Agreeme...

  Cuaranty.

  22. There is not any condition, eve...
  existing, or any litigation, arbitration, governme..
  administrative proceedings, actions, examinations, claims edemands pending or threatened affecting either Borrower, either Guarantor or the Project, or which would prevent either Borrower or Guarantor from complying with or performing his or its

  ---ive obligations under the Loan Agreement, the Note, the

  ---ive obligations under the Loan Documents, all as

្រុសស្រុសស្វារៈ ស្រាស៊ី ព្រះស្នេចមេសស្គី ស្រាស្សី ១៩៩៦ ១០ ៩៩៩៦៨ ១០ ១០ ១៣ ១០ ខុស្សី ១៨ ខ្លាំងស្ថិត បិទ្ធាស្សីក៏ គេលាវា ១៣ ១៥៣ ១៩៤១ ស្រុសប៉ុន្ធាល ប៉ុន្តា និងសុខ ១០ ១៦ ១៩ ១ ១ ២០១៩៤០ ២៤ ១៩ ១៩២ ១៩ ១៩ ១៩ ១៩ ១៩ ១៩

In a constitution of the control of th

Jacks Heid as Homen Charles Mark Martin and Control of the Cont

(c) Little of the state of t

The control of the co

Elegantista de la composición del composición de la composición del composición de la composición de l

The first of the following of the second of the first of

region de la compactiva de la compactiva

The second secon

# UNOFFICIAL COPY 7 4 6

amended by this First Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

- 23. Each Borrower hereby ratifies and confirms its respective liabilities and obligations under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this First Amendment, and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of each Borrower under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this First Amendment.
- 24. Each Guarantor hereby consents to the execution and delivery by Borrower of this First Amendment. Each Guarantor hereby latifies and confirms his respective liabilities and obligations under the Guaranty, as amended by this First Amendment. With respect to the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this First Amendment, and acknowledges that he has no defenses, claims or set-of?s to the enforcement by Lender of the liabilities and obligations of each Guarantor under the Guaranty, as amended by this First Amendment.
- 25. This First Amendment shall be binding on the Trust, the Partnership, R. Stone, H. Stone and Gaffen and their respective general partners, heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of the Trust, the Partnership, R. Stone, H. Stone and Gaffen under this First Amendment shall be joint and several.
- 26. Except as expressly provided herein, the Loan Agreement, the Note, the Guaranty, the Mortgage and the other Loan Documents shall remain in full force and effect in accordance with their respective terms
- 27. This First Amendment is executed by LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred aron and vested in said Trustee, and it is expressly understood and agreed that nothing in this First Amendment shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the date first above written.

LASALLE NATIONAL BANK, not	
personally, but solely as Trustee	
as aforesaid	
By: left	
By: Title: ASSISTANT VICE PRESIDENT	
7.01. IN/1/1/	
Attest: Calling / Mally	
Attest: ASSISTANT SECRETARY	

និង ព្រះប្រជាពលដ្ឋា ប្រជាពលដ្ឋា មានដែលមាន និង ប្រជាពលអង្គការស្រែក ប្រជាពលអង្គការស្រែក ប្រជាពលអង្គការសម្រេច ប្រ ក្រុក C បាន **ទោះ «មានស្រាច្យាលស្ថិត្ត**ិស្ត្រាការសមានសមានស្រែក ស្រែក ប្រជាពលអង្គការសមានសមានការសមានសមានការសមានការ «សមានសមានការសមានសមានការសមានសមានការសមានការសមានសមានការសមានសមានការសមានការសមានសមានការសមានការសមានការសមានការសមានការស

Tooling Clark's Office.

្រាក់ក្រុម ប្រទេស អ្នកស្រី ស្តេសី យើងស្តាត់ស្តេស និងសម្តេច និង ប្រុស្ស ក្រុម ស្រីស្រី ប្រធានាធិបានសម្រេច ប្រធានាធិបានសមានិង ប្រុ

ting of the State of Albert (1997) in the Company that on Double of Company (1997) in the Architecture

### UNOFFICIAL COPY 7 4 5

By:  HAR  AME COM  By: Tit  Att. Tit	Scott Findell, a general partner  Scott Findell, a general partner  MARD STONE  ARD STONE  VEY GAFFEN  RICAN NATIONAL BANK AND TRUST PANY OF CHICAGO,  le: Vie findell  Scott Findell, a general partner  Lace Control  Lace Contr
instrument prepared by	Permanent Real Estate Tax
after recording shall be	Index Nog;

This instrument prepared by and after recording shall be returned to:

Martin I. Behn, Esq. Greenberger, Krauss & Jacobs, Chartered 180 North LaSalle Street Suite 2700 Chicago, Illinois 60601

BUX 333

Street Address:

3606 and 4150 West Dempster Street Skokie, Illinois

COOK COUNTY, ILLINOIS FILED FOR PECORD

1988 JUL -6 PH 3: 20

2004 COUNTY CONTYS

0 04430 04530

解實 经有效

UNOFFICIAL COPY 7 4 5

#### TRUSTEE'S ENDORSEMENT

LASALLE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated June 24, 1986 and known as Trust No. 111240, hereby acknowledges receipt of the foregoing First Amendment to Construction Loan Agreement, Mortgage Note, Mortgage, Assignment of Rents and Lessor's Interest in Leases, Guaranty and Other Loan Documents and agrees to be bound by the terms thereof.

> LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

Title:

ASSISTANT VICE PRESIDENT

The Or Cook County Clark's Office

Assistant Secretary

greenistion at income

it of County Clerk's Office

GRS38248

# UNOFFICIAL COPY 7 4 6

STATE OF ILLINOIS )	
COUNTY OF COOK )	
COUNTY OF COOK	
I, HARRIET DENISES and for said County, in the State	WICZ , a Notary Public in
and for said County, in the State	e aforesaid, DO HEREBY CERTIFY
THAT Corinne Bek and	William H. Dillon , and
personally known to me to be the	same persons whose names are
subscribed to the foregoing instr	rument as such ASSISTANT VIOE PRESIDENT
and ASSISTANT SECRETARY , respective	ely, of LASALLE NATIONAL BANK
(the "Bank"), appeared before me	
severally acknowledged that they instrument as their own free and	
and voluntary act of said Bank, a	
purposes therein set forth; and	the said recommendation then
and there acknowledged that he,	as custodian of the seal of
said Bank, did affix the seal of	said Bank to said instrument as
own fies and voluntary act an	nd as the free and voluntary act
of said Bank, as Trustee, for the	uses and purposes therein set
forth.	
GIVEN under by hand and notar	rial seal, this / day of
<u>TUNE</u> , 1988.	
grandonana sanananana	Marke Male
"OFFICIAL STAL"	Notary Public
Harriet Denis wicz	hotaly rabite
Notary Public. State of Ill nois	(SEAL)
tay Commission Expires Oct. 30, 199	(522)
106	
STATE OF Illusis	9/,
county of <u>Cook</u> ) ss.	46
COUNTY OF COOK	· //,
I, Barry R Katz	, a Notary Public in
and for said County, in the State	aforesaid, DO HEREBY CERTIFY
THAT JOSEPH ALEXANDER and SCOTT G	ENDELL, the scle general
partners of Park Place Developmen	t Group, an Jijinois limited
partnership ("Partnership"), who	are personally known to me to
be the same persons whose names a	re subscribed to the foregoing
instrument, as such general partn	
day in person and acknowledged th	lat they signed and delivered
	free and voluntary act and as
the free and voluntary act of the	free and voluntary act and as
the free and voluntary act of the purposes therein set forth.	free and voluntary act and as Partnership for the uses and
the free and voluntary act of the purposes therein set forth.	free and voluntary act and as Partnership for the uses and
the free and voluntary act of the	free and voluntary act and as Partnership for the uses and
the free and voluntary act of the purposes therein set forth.  GIVEN under my hand and notar	free and voluntary act and as Partnership for the uses and
the free and voluntary act of the purposes therein set forth.  GIVEN under my hand and notar , 1988.	free and voluntary act and as Partnership for the uses and
GIVEN under my hand and notar 1988.	free and voluntary act and as Partnership for the uses and
GIVEN under my hand and notar 1988.  "OFFICIAL SEAL" BARRY R. KATZ	free and voluntary act and as Partnership for the uses and rial seal, this The day of Notary Public
GIVEN under my hand and notar 1988.	free and voluntary act and as Partnership for the uses and

The fifter versus of a constant of a constan (ANSE)

(ANSE) No the All width like Island or but a total THE R VALUE

でいるでとる

### UNOFFICIAL CORY 2 4 6

STATE OF Ellerois;	
COUNTY OF Coole ) ss.	
COUNTY OF COOLC	\
I. For Gross	, a nocary rabite in
and for said County, in the State a	foresaid, DO HEREBY CERTIFY
THAT RICHARD STONE, who is personal person whose name is subscribed to	the foregoing instrument.
appeared before me this day in pers	on and acknowledged that he
signed and delivered the said instr	ument as his own free and
voluntary act for the uses and purp	
GIVEN under my hand and notaria	l seal, this day of
	L. Mari
_	Notary Public
C	Notary Public
0	OFFICIAL SEAL
70	LORI GROSSO
STATE OF LILLIANS)	NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 5, 1991
COUNTY OF Cask ) SS.	· · · · · · · · · · · · · · · · · · ·
and for said County, in the State a:	, a Notary Public in
THAT HOWARD STONE, who is personally	y known to me to be the same
person whose name is subscribed to	the foregoing instrument,
appeared before me this day in personing and delivered the sail instru	on and acknowledged that he
voluntary act for the uses and purpose	
GIVEN under my hand and notarial	
Multiple 1988.	sear, this _/ day or
	Law Shessi
<del>-</del>	Notary Public
	LORI GROSSO
STATE OF <u>Illinois</u> )	NOTALY SUPPLIC STATE OF THE
COUNTY OF Cerle ) SS.	MY COMME ANY A KIDP. ANG. 3, 1991
COOKII OF COURT	V
	S
I. July Shosso	, a Notar Public in
and for said County, in the State at	, a Notar, Public in foresaid, DO HEREBY CERTIFY
	, a Notar, Public in foresaid, DO HEREB' CERTIFY by known to me to be the same
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personal	, a Notary Public in foresaid, DO HERRB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to t appeared before me this day in person signed and delivered the said instru	, a Notar/ Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to t appeared before me this day in perso signed and delivered the said instru voluntary act for the uses and purp	, a Notary Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personally and delivered the said instruction of the uses and purpose.  GIVEN under my hand and notarial	, a Notary Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to t appeared before me this day in perso signed and delivered the said instru voluntary act for the uses and purp	, a Notary Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personally and delivered the said instruction of the uses and purpose.  GIVEN under my hand and notarial	, a Notar, Public in foresaid, DO HERRB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personally and delivered the said instruction of the uses and purpose.  GIVEN under my hand and notarial	, a Notary Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personally and delivered the said instruction of the uses and purpose.  GIVEN under my hand and notarial	, a Notar, Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.  Seal, this Aday of Notary Public
and for said County, in the State at THAT HARVEY GAFFEN, who is personall person whose name is subscribed to tappeared before me this day in personally and delivered the said instruction of the uses and purpose.  GIVEN under my hand and notarial	, a Notar, Public in foresaid, DO HEREB' CERTIFY by known to me to be the same the foregoing instrument, on and acknowledged that he ment as his own free and oses therein set forth.  seal, this Aday of Notary Public

88296746

MY COMMISSION EXP. AUG. 5, 1951

కుండా కొం<mark>డు కొన్నారు. మాట్లికి కొన్నారు. కొన్నారు కొన్నారు. మాట్లికి కొన్నారు. కొన్నారు. కొన్నారు. ప్రామానికి ప్రామానికి కొన్నారు. కొన్నార</mark>

Clork's C

DEPTERAL: CA.

1081: PC.50

2074SE FUEL C.50

20

a . I i tid başanı ve

ser vest marry for

ម ជា ១៩៩ ប្រជាជាតិ ខ្លាំ មានប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជ ការស្រាស់ មានប្រជាជាក្នុង មានប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រ ប្រជាជាក្រសេនី ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជាជាក្នុង ប្រជ

OFFICIAL SEAL
LOS SECTION
LOS SECTION
ROTARY PUBLIC VIATE OF BLUE TO BE
REY SOMMETSION GXP. AUG. 5, 1991

I Briden Negova e :

Prima Palani Callandre de :

Prima Palani Callandre :

Pr

convert the advised on the most new trans-

OPFICIAL SEAL
TORE GROUDO
NOTARY PUBLIC STATE OF ULINOIS
MY COMMISSION ETD. ARM. 5, 1891

- Grad (Lead Selimeans Res on the contract

# UNOFFICIAL GOPY 5 / 4 5

STATE OF ILLINOIS SS. COUNTY OF COOK

I, SAVAN E. COWIN , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Evalue P. Tunney Mary Brown personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VILL Pres. Asst. Secretary of American National Bank COMPANY OF CHICAGO (the "Bank") appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth. therein set forth.

Oberty Of Cook County Clerk's Office GIVEN under my hand and notarial seal, this 54 day of

Oct Colling Clark's Office

ではいいできる

# american a286-08 0 FFICIAL COPY 5 / 4 5

#### EXHIBIT A

#### Parcel 1

3535-3555 WEST DEMPSTER STREET, SKOKIE, COOK COUNTY, ILLINOIS (THE "3535 CENTER"):

LOTS 1 **To** 10 IN BLOCK 14 IN NORTH SIDE REALTY COMPANY DEMPSTER GOLF COURSE SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 660 FEET) AND THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Parce? ?

3606 WEST DEMPSTER STREET, SKOKIE, COOK COUNTY, ILLINOIS (THE "3606 CENTER"):

LOTS 20 AND 11 IN THE RESUBDIVISION OF EUGENE L. SWENSONS ADDITION TO COLLEGE HILL A SUBDIVISION OF THAT PART EAST OF PRAIRIE ROAD OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Parcel 3

4128-4150 WEST DEMPSTER STREET, SKOKIE, COOK COUNTY, ILLINOIS ("THE 4150 CENTER"):

LOTS 5 TO 15 AND LOT 16 (EXCLP) THE EAST 6 FEET) ALL IN BLOCK 1 IN HARRY ROTH AND COMPANY'S TURNER WOODS ADDITION NO. 1, BEING A SUBDIVISION OF THE SOUTH 1/2 OF LOT 5 IN JOHN TURNER'S HEIR SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNS'1JP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### Permanent Real Estate Tax Index Nos.:

Parcel 1 (3535 Center)	Parcel 3 (4150 Center)
	10
10-23-200-001	10-15-431 019
10-23-200-002	10-15-431-020
10-23-200-003	10-15-431-027
10-23-200-004	10-15-431-022
10-23-200-005	10-15-431-023
10-23-200-006	10-15-431-024
10-23-200-007	10-15-431-025
10-23-200-008	10-15-431-026
10-23-200-049	10-15-431-027
10-23-200-050	10-15-431-028
	10-15-431-029
	10-15-431-053

#### Parcel 2 (3606 Center)

10-14-420-014 10-14-420-015

(vieums mosse les lobre l'arbare l'amb anné la libra l'alle de l' 1000 · 1

Transporters of a control of the second of t

magnetic and segment the second constant assets to provide the provided the segment of the segme

William Problem 1921 Per 1921 De militarie de la mercentación De précio de moderno de la comoción De media de moderno de la comoción de media de la comoción de la comoción de media de media de la comoción de de media de la comoción de la co

\$1.50 (15.4 m) 1 + 2 + \$1.7 (15.5 (19.5 m)

Street Francisco

 $f \in V_{n-1}(\mathbb{R}^{n-1}) \to V_{n}$