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SECOND AMENDMENT TO  
MORTGAGES AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO MORTGAGES AND OTHER LOAN DOCUMENTS is entered into as of the 29th day of August, 1988 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 20, 1986 and known as Trust No. 100558-04 ("Trust A"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated September 2, 1986 and known as Trust No. 069207-06 ("Trust B"), 1800 CLYBOURN ASSOCIATES, an Illinois limited partnership (the "Partnership") and TEM HORWITZ ("Horwitz") to and for the benefit of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Mortgagee").

R E C I T A L S :

A. The Trusts and the Partnership are justly indebted to Mortgagee in the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND AND NO. 100 DOLLARS (\$3,800,000) evidenced by a certain Mortgage Promissory Note (the "Original Note") dated December 4, 1986, made by the Trusts and the Partnership, jointly and severally, and payable to the order of and delivered to Mortgagee in the original principal amount of \$2,000,000, as amended by a certain First Amendment to Mortgage Promissory Note (the "First Note Amendment") dated as of November 12, 1987 made by the Trusts and the Partnership, jointly and severally, to and for the benefit of Mortgagee, pursuant to which the principal amount thereof was increased to \$3,800,000 and the maturity date thereof was extended to June 30, 1988. The Original Note, as amended by the First Note Amendment, is hereinafter referred to as the "Note".

B. The Note evidences proceeds of a loan (the "Loan") disbursed by Mortgagee to the Trusts and the Partnership pursuant to the terms and provisions of a certain Construction Loan Agreement (the "Loan Agreement") dated November 12, 1987 among the Trusts, the Partnership and Mortgagee.

C. The Note is secured, among other things, by the following (collectively, the "Loan Documents"):

(i) Mortgage ("Mortgage A") dated December 4, 1986 made by Trust A in favor of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 86584337, as amended by a certain First Amendment to Mortgages and Other Loan Documents (the "First Mortgage Amendment") dated November 12, 1987 made by the Trusts, the Partnership and Horwitz in favor of Mortgagee and recorded in the Office of the Recorder as Document No. 87655999. Mortgage A covers certain property located in Cook County, Illinois and legally described in Exhibit A attached thereto;

(ii) Mortgage ("Mortgage B") dated December 4, 1986 made by Trust B in favor of Mortgagee and recorded in the Office of the Recorder as Document No. 86584339, as amended by the First Mortgage Amendment. Mortgage B covers certain property located in Cook County, Illinois and legally described in Exhibit A attached thereto;

(iii) Assignment of Rents and Leases dated December 4, 1986 made by Trust A in favor of Mortgagee and recorded in the

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Office of the Recorder as Document No. 86584338, as amended by the First Mortgage Amendment;

(iv) Assignment of Rents and Leases ("Assignment B") dated December 4, 1986 made by Trust B in favor of Mortgagee and recorded in the Office of the Recorder as Document No. 86584340, as amended by the First Mortgage Amendment;

(v) Security Agreement and Collateral Assignment under Land Trust dated December 4, 1986 made by the Partnership in favor of Mortgagee covering Trust A, as amended by the First Mortgage Amendment;

(vi) Security Agreement and Collateral Assignment under Land Trust dated December 4, 1986 made by Horwitz in favor of Mortgagee covering Trust B, as amended by the First Mortgage Amendment;

(vii) Assignment of Plans, Specifications, Construction and Service Contracts dated November 12, 1987 made by the Trusts and the Partnership in favor of Mortgagee; and

(viii) Security Agreement (Chattel Mortgage) dated November 12, 1987 made by the Trusts and the Partnership in favor of Mortgagee.

D. The Trusts and the Partnership have requested that Mortgagee (a) extend the maturity date of the Loan to October 1, 1988, and (b) make a new loan to the Partnership, Horwitz, E. Curtis Matthews, Jr., 2551 North Clark Associates, an Illinois limited partnership, and Madison Associates II, an Illinois limited partnership (collectively, the "Additional Borrowers"). Mortgagee has agreed to the foregoing, subject to the Trusts, the Partnership and others agreeing to the terms and conditions contained in this Second Amendment to Mortgages and Other Loan Documents and the Second Amendment to Mortgage Promissory Note, the Second Amendment to Continuing Unconditional Guarantees and certain other documents being executed and delivered by the Trusts, the Partnership and others to Mortgagee concurrently herewith.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trusts, the Partnership and Horwitz hereby agree as follows:

1. Mortgage A, Mortgage B and the other Loan Documents are hereby amended to secure (a) the obligations and liabilities evidenced by the Note, as amended by the Second Amendment to Mortgage Promissory Note (the "Second Note Amendment") of even date herewith made by the Trusts and the Partnership in favor of Mortgagee, (b) the obligations and liabilities of the Trusts and the Partnership under the Loan Agreement, and (c) the obligations and liabilities evidenced by that certain Demand or Time Note (the "Additional Note") of even date herewith made by the Additional Borrowers to the order of Mortgagee in the original principal amount of \$2,000,000. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by Mortgage A and Mortgage B exceed \$10,000,000.

2. All references to the "Note" contained in Mortgage A, Mortgage B and the other Loan Documents shall be deemed to refer to the Note, as amended by the Second Note Amendment, and the Additional Note.

3. The Trusts, the Partnership and Horwitz hereby ratify and confirm their respective obligations and liabilities under Mortgage A, Mortgage B and the other Loan Documents, as hereby amended, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Mortgagee of the respective obligations and

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liabilities of the Trusts, the Partnership and Horwitz under Mortgage A, Mortgage B and the other Loan Documents, as so amended.

4. This Second Amendment shall be binding on the Trusts, the Partnership, Horwitz and their respective heirs, legatees, legal representatives, successors and assigns.

5. Except as expressly provided herein, Mortgage A, Mortgage B and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

6. This Second Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Second Amendment shall be construed as creating any personal liability on said Trustee.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee of Trust No. 100558-04

By: [Signature]  
Title: VICE PRESIDENT

Attest: [Signature]  
Title: ASSISTANT SECRETARY

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee of Trust No. 069207-06

By: [Signature]  
Title: VICE PRESIDENT

Attest: [Signature]  
Title: ASSISTANT SECRETARY

1800 CLYBOURN ASSOCIATES, an Illinois limited partnership

By: H-M Clybourn Partners, General Partner

By: Horwitz Matthews, Inc., an Illinois corporation, General Partner

By: [Signature]  
Title: President

By: TRC Construction Corp., an Illinois corporation, General Partner

By: [Signature]  
Title: VICE PRESIDENT

[Signature]  
Tom Horwitz

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THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING SHOULD  
BE RETURNED TO:

BOX 333-CC

Merle Teitelbaum Cowin, Esq.  
Greenberger, Krauss & Jacobs, Chtd.  
180 N. LaSalle St., Suite 2700  
Chicago, IL 60601

Permanent Index Nos.:  
14-32-418-002  
14-32-501-014  
14-32-420-001  
14-32-420-003  
14-32-420-004

Property Address:  
1800 N. Clybourn  
Chicago,, Illinois

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## TRUSTEE'S ENDORSEMENT

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 20, 1986 and known as Trust No. 100558-04, and as Trustee under Trust Agreement dated September 2, 1986 and known as Trust No. 069207-06, hereby acknowledges receipt of the foregoing Second Amendment and agrees to be bound by the terms hereof.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee of Trust No. 100558-04

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

Title: Authorized Officer

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee of Trust No. 069207-06

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

Title: \_\_\_\_\_

Date: August 30th, 1988





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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, Roseann Gawolek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tem Horwitz who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30<sup>th</sup> day of August, 1988.

Roseann Gawolek  
Notary Public

*[Handwritten signature/initials]*

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11/11/2014