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WHEREAS, as security for the Amended and Restated Note, Lender, as fee owner of that certain prop-

Amendment to Ground Lease dated as of June 30, 1989; to Ground Lease dated as of October 17, 1985 and Second Ground Lease was amended by that certain First Amendment Cook County, Illinois as Document Number 25958040, which was recorded in Office of the Recorder of Deeds of "Ground Lease" dated as of July 1, 1981 a memorandum of (known as 19 South LaSalle Street, Chicago, Illinois) that certain Lease of Land Underlying Premises Commonly

WHEREAS, Lender and Tenant are parties to HUNDRED SEVENTY-FIVE DOLLARS (\$18,095,875.00); EIGHTEEN MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND EIGHT AS OF AN EVEN DATE HERWITH IN THE PRINCIPAL AMOUNT OF PROMISSORY NOTE (THE "AMENDED AND RESTATED NOTE") DATED THE TERMS OF THAT CERTAIN AMENDMENT AND RESTATEMENT OF TURE AND TENANT ARE JUSTLY INDEBTED TO MORTGAGE UNDER ING VENTURE, AN ILLINOIS JOINT VENTURE ("VENTURE"), VEN- "ALISTATE LOAN" MADE BY MORTGAGEE ASSOCIATION BUILD- PURSUANT TO THAT CERTAIN LOAN (THE

W I T N E S S E T H

THIS AMENDMENT TO MORTGAGE IS MADE AS OF THE 1ST DAY OF JULY, 1989, BY AND AMONG LAKE SHORE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 28, 1980, AND KNOWN AS TRUST NUMBER 4361 ("TRUST"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1981, AND KNOWN AS "TRUST NUMBER 52981" ("LANDLORD") (LANDLORD AND TENANT BEING COLLECTIVELY REFERRED TO AS THE "MORTGAGEE"), AND ALISTATE LIFE INSURANCE COMPANY, AN ILLINOIS INSURANCE CORPORATION ("MORTGAGEE").

Amendment To Mortgage

Suite 2100
333 West Wacker Drive
Chicago, Illinois 60606

Prepared By and After
Recording Return To
Frank W. Parkinson
Skadden, Arps, Slate, Meagher
& Flom

333
JAZ
0307

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2476 70-15-992/120766 Zimmerman Dr

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby

into this Amendment to Mortgage. description of the Land, Mortgagee has agreed to enter to correct the scrivener's error contained in the legal such term is defined in the Loan Agreement) and in order amended hereby and all of the A11state Loan Documents (as Mortgagee under the Loan Agreement, the Mortgage, as (1) the performance of all covenants and obligations of MHRBAS, as security for (1) the Notes and

correctly stated; and Mortgage) attached as Exhibit A to the Mortgage was in- description of the "Land" (as such term is defined in the Mortgage, through a scrivener's error, the legal

ferred to collectively as the "Notes"); and the Amended and Restated Note are hereinafter referred to as the "New Note" and "Tenant to Mortgagee (the New Note) dated as of an even date here- evidenced by the Loan Agreement, and that certain Promis- forth in the Loan Agreement, which additional amount is (\$3,000,000.00) subject to the terms and conditions set pal amount not to exceed Three Million Dollars Mortgagee has agreed to lend to Venture an additional princi- MHRBAS, pursuant to the Loan Agreement, Mort-

as of an even date herewith; Loan Modification Agreement (the "Loan Agreement") dated MHRBAS, Venture, C.I.C. Realty, Inc., an 1111- nois corporation and Mortgagee entered into that certain ing Tenant's interest in the Premises); ises, executed the Mortgage for the purpose of encumber- the building and other improvements located on the Prem- created by the ground lease and an estate for years in MHRBAS, as security for the Amended and Re-

ises; fee simple title and reversionary interest in the Prem- Mortgagee, solely for the purpose of encumbering Landlord's by and among Landlord and Tenant, as Mortgagee, and Mort- Mortgage (the "Mortgage") dated as of October 17, 1985, tached hereto (the "Premises"), executed that certain erty described in the ground lease and on Exhibit A at-

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6. To the extent there exists any conflict between any terms or provisions contained in the Mortgage and terms or provisions contained in this Amendment to Mortgage, the terms and provisions contained in this Amendment to Mortgage shall govern. Mortgage expressly restates, ratifies, and confirms the Mortgage in accordance with its original terms, except to the extent they are modified in this Amendment to Mortgage. Mortgage

5. Mortgagee acknowledges that Mortgagee has no setoff, causes of action, counterclaims, or defenses against Mortgagee and Mortgagee's full enforcement of its rights and remedies arising out of the loan transactions evidenced by and secured by the Mortgage or by any other instrument related to, securing, or evidencing such loan transaction.

4. Mortgagee reaffirms all Mortgagee's covenants, agreements, representations and warranties set forth in the Mortgage and represents that all such representations and warranties are true and complete as of the date hereof with the same force and effect as if made on this date.

3. The principal indebtedness secured by the Mortgage, which indebtedness shall be evidenced by the Notes and the Loan Agreement, shall be an amount up to Twenty-One Million Eight Hundred Ninety-Five Thousand Eight Hundred Seventy-Five Dollars (\$21,895,875.00) as such amount may be increased from time to time in accordance with the terms of the Notes, plus any and all sums advanced from time to time pursuant to the Mortgage, but in no event shall the principal indebtedness secured by the Mortgage exceed Thirty Million Dollars (\$30,000,000.00).

2. All capitalized terms used herein and not defined herein shall have the meanings applied to such capitalized terms in the Mortgage.

1. Mortgagee agrees that the Mortgage, as hereby amended, secures all of Mortgagee's obligations under the Notes, the Loan Agreement and the Allstate Loan Documents, and all references to the "Note" as contained in the Mortgage shall be deemed to refer to the Notes.

acknowledged, the parties hereto agree to amend the Mortgage as follows:

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acknowledges that, at all times since its execution and delivery, the Mortgage has continued in full force and effect. Mortgagor and Mortgagee expressly agree and confirm that the transaction evidenced by this Amendment to Mortgage is not intended by the parties to be a novation of the transactions secured by the Mortgage, and that the purpose of this Amendment to Mortgage is merely to amend and supplement the agreements and obligations of the parties as set forth in the Mortgage.

7. This Amendment to Mortgage may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Amendment to Mortgage.

8. Any notice to be given to Mortgagee under the Mortgage shall be in writing and shall be either (i) hand-delivered, effective on delivery or (ii) mailed by United States certified mail, return receipt requested, effective two (2) business days following mailing (with a copy also hand-delivered promptly after the date of mailing), and in either case delivered or addressed to Mortgagee at:

Allstate Life Insurance Company
Allstate Plaza West
Northbrook, Illinois 60062

Attention: Commercial Mortgage Division
Building J-2A

with a copy to:

Allstate Life Insurance Company
Allstate Plaza West
Northbrook, Illinois 60062

Attention: Financial Law Division
Building M-2A

with a copy to:

Skadden, Arps, Slate, Meagher & Flom
Suite 2100
333 West Wacker Drive
Chicago, Illinois 60606

Attention: Marian P. Wexler, Esq.

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9. No acquisition of the fee interest to the Premises subject to this Mortgage by Mortgagee, whether directly or indirectly (as through the beneficial interest of a land trust), shall affect a merger of the interests of Mortgagee with the interests of the fee titleholder unless Mortgagee and the fee titleholder so elect.

10. This Amendment to Mortgage is executed by Landlord and Tenant, not personally but as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in them as such Trustees (and each said association hereby severally 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 Notes contained shall be construed as creating any liability on Mortgagor or on said associations or either of them or on any beneficiaries who are not comakers or guarantors personally to pay the said Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Landlord, Tenant and their respective successors and said associations personally are concerned, the Holders and the owner or owners or any indebtedness accruing hereunder shall look solely to any one or more of: (1) the Premises and the rents, issues and profits thereof for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the trust estates held under the respective Trust Agreements; and (3) any other security given to secure said indebtedness.

11. The definition of the "Land" set forth in the Mortgage shall be deemed to refer to the real estate described on Exhibit A attached hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Mortgage as of the date first above written.

ATTEST:

By: [Signature]
Its: TRUST ADMINISTRATOR

LAKE SHORE NATIONAL BANK,
not personally, but as
Trustee aforesaid

By: [Signature]
Its: VICE PRESIDENT

ATTEST:

By: [Signature]
Its: ADJT CLERK

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

By: [Signature]
Its: _____

ALLSTATE LIFE INSURANCE
COMPANY, an Illinois
insurance corporation

By: _____
By: _____
Its: Authorized Signatories

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Mortgage as of the date first above written.

LAKE SHORE NATIONAL BANK,
not personally, but as
Trustee aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

ALLSTATE LIFE INSURANCE
COMPANY, an Illinois
insurance corporation

By: _____
By: _____
Its: Authorized Signatories

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Day*

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STATE OF Illinois
COUNTY OF Cook

I, Beverly A. Peterson, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Theodore Schnell and Ray W. Fridley personally known to me to be the Authorized Signatories of ALLSTATE LIFE INSURANCE COMPANY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of such corporation, as their free and voluntary act and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of October, 1969.

Beverly A. Peterson
Notary Public
"OFFICIAL SEAL"
BEVERLY A. PETERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/31/91
My commission expires _____

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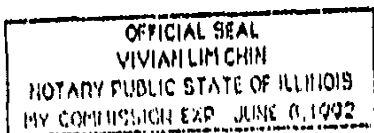
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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, Vivian Lim Chin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Skamronski and Mary Anne Patis of LAKE SHORE NATIONAL BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and Secretary of said association, 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 association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said J. Adminia then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of October, 1989.



Vivian Lim Chin
Notary Public

My commission expires June 8, 1992

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

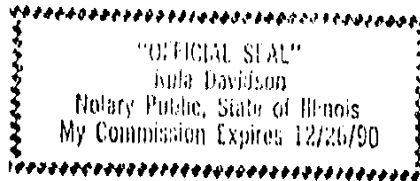
KULA DAVIDSON

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN and Claire Rosati Foley of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY of said association, 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 association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of NOV 2, 1989.

[Signature]
Notary Public

My commission expires _____



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EXHIBIT A

Legal Description

PARCEL 1:

THOSE PARTS OF ORIGINAL LOTS 2 AND 3 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF THE WEST 1/2 OF SAID ORIGINAL LOT 3; THENCE NORTH TO A POINT 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE WEST CROSSING THE WEST 1/2 OF SAID LOT 3, AND ALONG THE SOUTH LINES OF SUB-LOTS 1 TO 3 IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118, TO THE SOUTH WEST CORNER OF SAID SUB-LOT 3; THENCE SOUTH TO THE SOUTH LINE OF SAID ORIGINAL LOT 2; THENCE EAST TO THE POINT OF BEGINNING (EXCEPTING THAT PART THEREOF LYING NORTH OF THE SOUTH LINES OF SUB-LOTS 1 TO 3

AFORESAID, EXTENDED EAST ACROSS THE WEST 1/2 OF THE ORIGINAL LOT 3 AFORESAID; ALSO EXCEPTING THAT PART THEREOF FALLING IN ARCADE PLACE AS NOW LOCATED) IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4 TO 6, SUB-LOT 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THOSE PARTS OF SAID SUB-LOTS 6 AND 8 TAKEN FOR THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN BLOCK 118, WITH THE PROPORTIONATE SURPLUS OF THE BLOCK, IN THE SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MAJOR'S SUBDIVISION RECORDED MAY 23, 1867, IN BOOK 164 OF MAPS, PAGE 194, IN COOK COUNTY, ILLINOIS;

ADDRESS OF PROPERTY: 19 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS

REAL ESTATE PERMANENT INDEX NUMBER: 17-16-204-030-0000

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PARCEL 3:

THAT PART OF ORIGINAL LOT 1 IN BLOCK 118 LYING WEST OF THE WEST LINE OF LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THAT PART OF SUB-LOTS 6 AND 8 TAKEN BY THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118 AND LYING BETWEEN THE WESTERLY EXTENSIONS OF THE NORTH AND SOUTH LINES OF AFORESAID LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION AFORESAID, ALL IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

ALL OF THAT PART OF ARCADE PLACE LYING SOUTH OF THE NORTH LINE OF ARCADE PLACE, AS SAID NORTH LINE WAS ESTABLISHED BY ORDINANCE DATED MARCH 16, 1868, LYING WEST OF THE EAST LINE AND THE EAST LINE EXTENDED SOUTH OF THE WEST 1/2 OF SAID ORIGINAL LOT 3 IN BLOCK 118, SCHOOL SECTION ADDITION AFORESAID AND LYING EAST OF EAST LINE OF LASALLE STREET AS NOW LOCATED (EXCEPTING THEREFROM THE SOUTH 1/2 THEREOF WHICH IS NORTH OF AND ADJOINING LOTS 30, 31 AND 32 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION AFORESAID) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Clerk's Office