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3 of 6 70-15-992/120766 Remission Dr

WHEREAS, pursuant to that certain Assignment of Leases and Rents (the "Assignment") dated as of October 17, 1985, as security for the Amended and Restated Note, Assignor has assigned each and every Lease and every other agreement for the use and occupancy of that certain property described on Exhibit A attached hereto (the "premises") or any part thereof, and all rents issues and profits which now are due or may become due under the terms of the Leases (as such term is defined in the Assignment);

WHEREAS, pursuant to that certain loan (the "Allstate Loan") made by Assignor to Beneficiary, Beneficiary and Trustee are justly indebted to Mortgagee under the terms of that certain Amendment and Restatement of Promissory Note (the "Amended and Restated Note") dated as of an even date herewith in the principal amount of Eighteen Million Eight Hundred Ninety-Five Thousand Eight Hundred Seventy-Five Dollars (\$18,895,875.00).

W I T N E S S E T H

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (the "Amendment") 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 ("Trustee"), ASSOCIATION BUILDING VENTURE, an Illinois joint venture ("Beneficiary") (Trustee and Beneficiary being collectively referred to as the "Assignor") and ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation ("Assignee").

Amendment To Assignment of Leases and Rents

Prepared by and After Recording Return for Frank W. Parkinson Skadden, Arps, Slate, Meagher & Flom 333 West Wacker Drive Suite 2100 Chicago, Illinois 60655

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1. Assignor agrees that the Assignment as hereby amended, secures all of Assignor's obligations under the Notes, the Loan Agreement and the Allstate Loan Documents, and all references to the "Note" as contained in the Assignment shall be deemed to refer to the Notes. All references to the "Mortgage" as contained in the Assignment shall be deemed to refer to that certain Mortgage dated as of October 17, 1985 by and among Trustee, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1981 and known as Trust Number 52981 ("ANBA/T Trustee") and Assignment, as amended by that certain Amendment to Mortgage

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Assignment as follows:

WHEREAS, as security for (i) the Notes and (ii) the performance of all covenants and obligations of Assignor under the Loan Agreement, the Assignment, as amended hereby and all of the Allstate Loan Documents (as such term is defined in the Loan Agreement) and in order to correct the scrivener's error contained in the legal description of the Premises, Assignor has agreed to enter into this Amendment.

WHEREAS, through a scrivener's error, the legal description of the "Premises" (as such term is defined in the Assignment) attached as Exhibit A to the Assignment was incorrectly stated; and

WHEREAS, pursuant to the Loan Agreement, Assignor has agreed to lend to Beneficiary an additional principal amount not to exceed Three Million Dollars (\$3,000,000.00) subject to the terms and conditions set forth in the Loan Agreement, which additional amount is evidenced by the Loan Agreement, and that certain Promissory Note (the "New Note") dated as of an even date here- made by Assignor to Assignee (the New Note and the Amended and Restated Note are hereinafter referred to collectively as the "Notes");

WHEREAS, Beneficiary, C.I.C. Realty, Inc., an Illinois corporation and Assignee entered into that certain Loan Modification Agreement (the "Loan Agreement") dated as of an even date herewith;

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dated as of an even date herewith by and among Trustee, ANBAT Trustee and Assignee.

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

3. The principal indebtedness secured by the Assignment, 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.

Assignor acknowledges that Assignor has no setoff, counterclaims, or defenses against Assignee arising out of the loan transactions and remedies arising out of the Mortgage and evidenced by the Notes and secured by the Mortgage and the Assignment or by any other instrument related to, securing, or evidencing such loan transaction.

5. To the extent there exists any conflict between any terms or provisions contained in this Assignment, the terms and provisions contained in this Amendment shall govern. Assignor expressly warrants, ratifies, and confirms the Assignment in accordance with its original terms, except to the extent they are modified in this Amendment. Assignor acknowledges that at all times since its execution and delivery, the Assignment has continued in full force and effect. Assignor and Assignee expressly agree and confirm that the transaction evidenced by this Amendment is not intended by the parties to be a novation of the transactions secured by the Assignment, and that the purpose of this Amendment is merely to amend and supplement the agreements and obligations of the parties as set forth in the Assignment.

6. This Amendment 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.

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7. This Amendment is executed by Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms of covenants, promises or agreements) by Trustee are undertaken by it solely as trustee, or steward, and not individually and no personal liability shall be asserted to be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

8. The definition of the "Premises" set forth in the assignment shall be deemed to refer to the real estate described on Exhibit A attached hereto.

The sole general partners
of MI-RO INVESTORS

BY: Ronald Berger

BY: Miles Berger

BY: MI-RO INVESTORS,
an Illinois general
partnership,
a general partner

BY: ASSOCIATION BUILDING PARTNERSHIP,
an Illinois limited
partnership,
as joint venturer

BY: WACKBORN FINANCIAL, INC.,
an Illinois corporation,
as joint venturer

ASSOCIATION BUILDING VENTURE,
an Illinois joint venture

BY: [Signature]
VICE PRESIDENT
LAKE SHORE NATIONAL BANK,
not personally, but as
Trustee aforesaid

ATTEST: [Signature]
BY: [Signature]
ITS: [Signature]

ATTEST: [Signature]
BY: [Signature]
ITS: [Signature]

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

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County Clerk's Office

its: Authorized Signatories

BY: _____

ALLSTATE LIFE INSURANCE COMPANY
An Illinois insurance corporation

The sole general partners of
ASSOCIATION BUILDING PARTNERSHIP

The sole general partners
of 19 SO. LA SALLE STREET
VENTURE

Edward G. Proctor

BY: Edward G. Proctor

Don H. Reuben

BY: Don H. Reuben

a general partner,
partnership,

an Illinois general

BY: 19 SO. LA SALLE STREET VENTURE,

The sole general partners
of PM PARTNERSHIP

Eric D. Mayer

BY: _____

Norman Perlmuter

BY: Norman Perlmuter

a general partner,
partnership,

an Illinois general

BY: PM PARTNERSHIP,

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BY: PM PARTNERSHIP,
an Illinois general
partnership,
a general partner

BY: Norman Perlmutter

BY: Eric D. Mayer

The sole general partners
of PM PARTNERSHIP

BY: 19 SO. LA SALLE STREET VENTURE,
an Illinois general
partnership,
a general partner

BY: Don H. Reuben

BY: Edward G. Proctor

The sole general partners
of 19 SO. LA SALLE STREET
VENTURE

The sole general partners of
ASSOCIATION BUILDING PARTNERSHIP

ALLSTATE LIFE INSURANCE COMPANY
An Illinois insurance corporation

BY: _____
BY: _____
test: Authorized Signatories

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Handwritten initials

ALLSTATE LIFE INSURANCE COMPANY
An Illinois insurance corporation
BY: [Signature]
BY: [Signature]
Its: Authorized Signatories

The sole general partners of
ASSOCIATION BUILDING PARTNERSHIP
VENTURE
The sole general partners
of 19 SO. LA SALLE STREET

BY: Edward G. Proctor

BY: Don H. Reuben

BY: 19 SO. LA SALLE STREET VENTURE,
an Illinois general
partnership,
a general partner

The sole general partners
of PM PARTNERSHIP

BY: Eric D. Mayer

BY: Norman Perlmutter

BY: PM PARTNERSHIP,
an Illinois general
partnership,
a general partner

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Cook County Clerk's Office

My commission expires:

NOTARY PUBLIC
OFFICIAL SEAL
BEVERLY A. PETERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/26/91

Beverly Peterson

89532868

day of October, 1989, this 19th given under my hand and official seal,

I, Beverly A. Peterson, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dorothy H. Schmitt and Gary 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 and 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.

STATE OF Illinois
COUNTY OF Cook

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COOK COUNTY CLERK'S OFFICE

OFFICIAL SEAL
PAUL D. DINCIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN. 21, 1992

My commission expires: 11/11/92

Notary Public

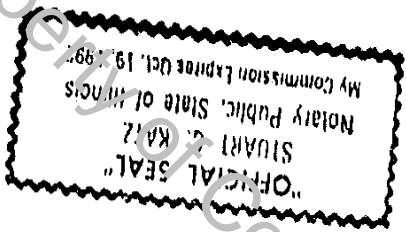
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Given under my hand and official seal, this 20th day of October, 1969.

I, Paul D. Dincin, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mr. Robert Powell and Miss [Name] personally known to me to be the [Name] and [Name] of WACKBORN FINANCIAL, INC., 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 [Name] and [Name] 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.

STATE OF ILLINOIS
COUNTY OF Cook

89532868



My commission expires: 10/19/89
Notary Public
GIVEN under my hand and Notarial Seal this 19th day of October, 1989.

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Miles Berger, a general partner of MI-RO INVESTORS, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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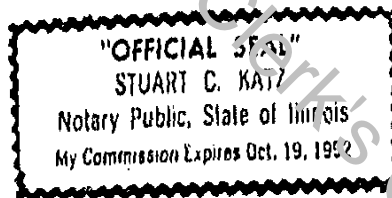
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald Berger, a general partner of MI-RO INVESTORS, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of October, 1989.

Stuart C. Katz
Notary Public

My Commission expires: 10/19/92



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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Norman Perlmutter, a general partner of PM PARTNERSHIP, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of October, 1989.

[Signature]
Notary Public

My Commission expires: 10/19/92

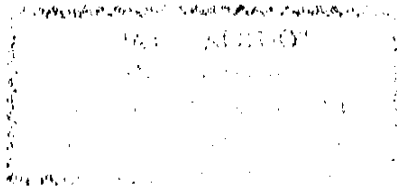


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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eric D. Mayer, a general partner of PM PARTNERSHIP, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of October, 1992.

[Signature]
Notary Public

My Commission expires: 10/19/92



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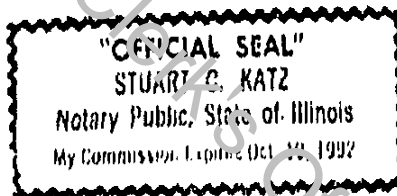
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Don H. Reuben, a general partner of 19 SO. LASALLE STREET VENTURE, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of October, 1959.

Stuart C. Katz
Notary Public

My Commission expires: 10/21/92

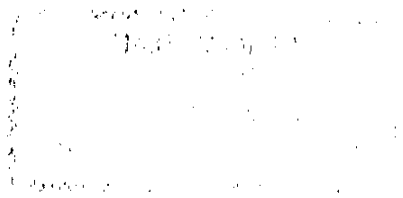


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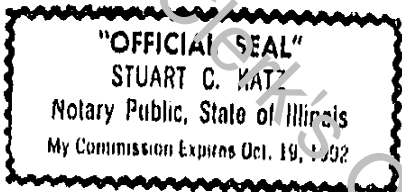
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, STUART C. KATZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward G. Proctor, a general partner of 19 SO. LASALLE STREET VENTURE, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as of his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of October, 1999.

Stuart C. Katz
Notary Public

My Commission expires: 10/19/02



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

I, VIVIAN LIN CHIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK H. SKORDEK and MARGUERITE PATRICK 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 VICE PRESIDENT and TRUST ADMINISTRATOR 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 ALVIN SCHENK 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, 1987

OFFICIAL SEAL
VIVIAN LIN CHIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 8, 1992

Vivian Lin Chin
Notary Public

My commission expires 6-8-92

COOK COUNTY, ILLINOIS

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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