

Handwritten initials

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4. Concurrently herewith, the Note, Loan Agreement and other Loan Documents have been amended. All references in the Mortgage to the Note, Loan Agreement and other Loan Documents hereafter shall refer to them as so amended.

3. In the third paragraph on page 1 of the Mortgage the date "November 30, 1989" is deleted and the date "August 31, 1990" is substituted.

2. In the second paragraph on page 1 of the Mortgage the words and dollar amount "Seventeen Million Four Hundred Thousand Dollars (\$17,400,000)" are deleted and the words and dollar amount "Nineteen Million Five Hundred Thousand Dollars (\$19,500,000)" are substituted.

1. As of November 21, 1989 the outstanding unpaid principal amount of the Note is \$16,844,137.13.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the Mortgagor and Mortgagee enter into this Amendment to Mortgage.

C. The Beneficiary has requested, and the Mortgagee has agreed to, an increase in the loan evidenced by the Note and an extension of the maturity thereof.

B. Unless otherwise defined herein, all terms defined in the Mortgage shall have the same meanings in the Amendment to Mortgage.

A. By a Mortgage, Personal Property Security Agreement and Assignment of Leases and Rentals dated November 14, 1988 by Mortgagor to Mortgagee recorded November 15, 1988 with the Recorder of Deeds in Cook County, Illinois as Document No. 88-526917 ("Mortgage"), Mortgagor mortgaged certain real estate legally described in the Mortgage and in Exhibit A attached to this Amendment to Mortgage, together with other property, estates and interests described in the Mortgage.

W I T N E S S E T H :

This AMENDMENT TO MORTGAGE made as of November 27, 1989 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 1, 1988, and known as Trust No. 106874-08 ("Mortgagor"), having an office at 33 South LaSalle Street, Chicago, Illinois 60690 and THE FIRST NATIONAL BANK OF CHICAGO ("Mortgagee"), having an office at One First National Plaza, Chicago, Illinois 60670.

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

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THE FIRST NATIONAL BANK OF CHICAGO
BY: Arthur B. Clement
Title: Vice President

BY: [Signature]
Title: Second Vice President

Attest: [Signature]
Title: Assistant Secretary

Attest: [Signature]
Title: ASSISTANT SECRETARY

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

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Amendment to Mortgage to be executed on the day and year first above written.

6. This Amendment to Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby warrants that it possesses full power and authority to execute this Amendment to Mortgage) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay said 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 the Mortgagee hereunder, the legal owner or holder of the Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally is concerned, the legal holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the property mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the Mortgage and in the manner herein and in said Note provided or by action to enforce the personal liability of beneficiary or any guarantor.

5. The Mortgagor agrees to all of the terms and provisions of this Amendment to Mortgage (which is hereby incorporated in and made a part of the Mortgage), and to be bound hereby and further agrees that full force and effect and are hereby in all respects ratified, approved and confirmed.

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Property of Cook County Clerk's Office

77191

GMO LIMITED PARTNERSHIP, by its sole
general partner,

BY: 
Jerald Wexler

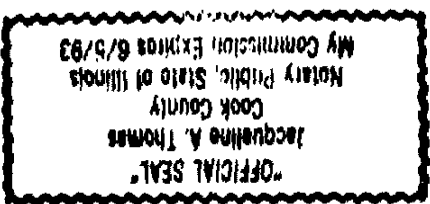
BY: 
Edward W. Ross

BY: 
Irving J. Markin

Beneficiary consents to, and joins in, this Amendment to Mortgage.
The partners of Beneficiary shall have no personal liability hereunder
including, but not limited to payment of the indebtedness except as
provided in any guaranty or indemnity; provided, however, nothing herein
shall limit the right of Mortgagee to recover from any partner of
Beneficiary for any loss suffered by Mortgagee from a tortious act or acts
by such partner.

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Property of Cook County Clerks Office



My commission expires: _____

Notary Public

Jacqueline A. Thomas

Notary Public

Given under my hand and Notarial Seal this 27th day of November, 1989.

I, the undersigned, a Notary Public in and for the County and State of Illinois, do HEREBY CERTIFY, that the above named Michael B. Cleary and James A. Deacon of THE FIRST NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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, for the uses and purposes herein set forth; and caused the corporate seal of said Bank to be affixed thereto as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

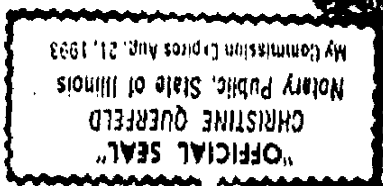
UNOFFICIAL COPY

Property of Cook County Clerk's Office



77141

This instrument prepared by and mail to:
Lester A. Jensen, Esq.
The First National Bank of Chicago
One First National Plaza, Suite 801
Chicago, Illinois 60670



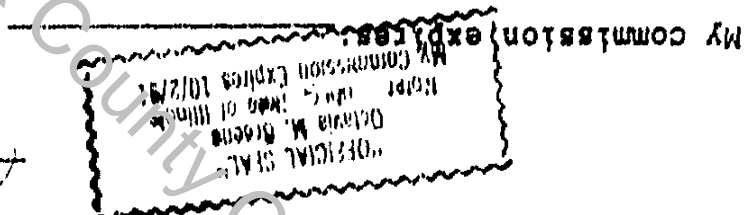
My commission expires: August 21, 1993

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The foregoing instrument was acknowledged before me this 11th day of August, 1989, by Detroit Wexler, Edward W. Ross, and Irving J. Markin, general partners of GMO Limited Partnership, on behalf of said Partnership.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Christine Querfeld
Notary Public



I, the undersigned, a Notary Public in and for the County and State of Illinois, DO HEREBY CERTIFY, that the above named Detroit Wexler, Edward W. Ross, and Irving J. Markin of the 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 General Vice President and 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, for the uses and purposes herein set forth; and the said Detroit Wexler, Edward W. Ross, and Irving J. Markin and there acknowledged that said Secretary, as custodian of the corporate seal, did affix the corporate seal of said Company to said instrument as said Assistant Secretary and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth. NOV 3 1989

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Bounded on the North by Ohio Street;
on the East by McClurg Court and
on the South by Grand Avenue and
on the West by the Time-Life Building
in Chicago, Illinois

Address: No street address

17-10-210-003
17-10-210-004
17-10-210-005
17-10-210-009
17-10-210-010
17-10-210-019
17-10-210-020

Property Index Nos.

ILLINOIS,
LOT 33 (EXCEPT THE EAST 100 FEET AND 25/100 INCH ON THE NORTH LINE,
BY THE EAST 100 FEET 1-5/8 INCHES ON THE SOUTH LINE AND EXCEPT THAT
PART TAKEN FOR STREET), ALL OF LOT 34, LOT 35 (EXCEPT THE WEST 17
FEET), LOT 38 (EXCEPT THE WEST 17 FEET), ALL OF LOT 39 AND WEST 1/2
OF LOT 40 (EXCEPT THAT PART TAKEN FOR STREET) IN CIRCUIT COURT
PARTITION OF OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND
32 IN KINZIE'S ADDITION TO CHICAGO OF SECTION 10, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

EXHIBIT A