

BOOK 883-GG

FKK #89-44 11/9/89 11/21/89 11/27/89

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Prepared by:  
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SUPPLEMENTAL MORTGAGE AND LOAN MODIFICATION AGREEMENT

\$ 24.00

THIS SUPPLEMENTAL MORTGAGE AND LOAN MODIFICATION AGREEMENT is made and entered into as of November 15, 1989, by, between and among:

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee Under Trust Agreement dated June 8, 1989 and known as Trust Number 113802, whose mailing address is 135 South LaSalle Street, Chicago, Illinois 60690 (the "Borrower");

ALTGELD-WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership, whose post office address is c/o CENTRUM PROPERTIES, INC., 566 West Adams Street, Suite 505, Chicago, Illinois 60606 (the "Beneficiary");

ARTHUR SLAVEN, LAURENCE ASHERIN and JOHN McLINDEN, whose post office address is c/o CENTRUM PROPERTIES, INC., 566 West Adams Street, Suite 505, Chicago, Illinois 60606 (collectively, the "Guarantors"); and

ENTERPRISE SAVINGS BANK, F.A., a federally chartered savings and loan association, whose mailing address is 200 South Wacker Drive, Chicago, Illinois 60606-3884 (the "Lender").

Recitals:

A. Lender is now the owner and holder of a certain PROMISSORY NOTE (the "Note") dated July 6, 1989 in the stated principal amount of TEN MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$10,975,500.00), executed and delivered by Borrower, as maker, payable to the order of and delivered to the Lender, as payee.

B. To secure the Note and to further evidence the Loan (the "Loan") contemplated thereby, Borrower, Beneficiary and/or Guarantors, as the case may be, have heretofore executed and delivered to the Lender:

(1) the MORTGAGE listed and described on Part 1 of SCHEDULE I attached hereto and made a part hereof by this reference (the "Mortgage"), filed for record in the Office of the Recorder of Deeds

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of Cook County, Illinois, which Mortgage now encumbers the real property legally described in EXHIBIT A attached hereto and made a part hereof by this reference (the "Original Premises"); and

(ii) the other instruments evidencing said Loan and securing the Note, listed and described on Part 2 of SCHEDULE I attached hereto and made a part hereof by this reference (collectively, the "Other Loan Documents").

C. The entire (100%) Beneficial Interest under said Trust Agreement Number 113802 with the Borrower is vested in the Beneficiary. The Borrower is about to acquire title to the real estate described in EXHIBIT B attached hereto and made a part hereof by this reference (the "New Premises"), and Lender is about to provide the financing to enable Borrower to acquire such title. Accordingly, Borrower, Beneficiary, Guarantors and Lender have agreed to modify the Mortgage and the Other Loan Documents, to provide (among other things) that the New Premises and the rights, title and interests of Borrower and Beneficiary with respect thereto, as and when title thereto is acquired by the Borrower, shall be and become and remain a part of the security for the Loan.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound hereby, the Borrower, Beneficiary, Guarantors and Lender hereby agree as follows:

1. Supplemental Mortgage and Grant of a Security Interest. To secure the Note, Borrower and Beneficiary hereby irrevocably and absolutely grant, mortgage, convey, transfer, assign, bargain and sell to Lender and its successors and assigns, with all powers of sale (if any) and all statutory rights under the laws of the State of Illinois, all of Borrower's and Beneficiary's present and hereafter acquired estate, right, title and interest in, to and under, and grant to Lender a security interest in, the following:

(a) The New Premises described in EXHIBIT B attached hereto, together with all buildings, structures and improvements now or hereafter erected thereupon and together with the fixtures and personal property hereinafter described, which real property, buildings, structures, improvements, fixtures and personal property (together with the real property described in EXHIBIT A and the buildings, structures, improvements, fixtures and personal property located thereon) is hereinafter sometimes referred to hereinafter as the "Premises"; and

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining, whether now or in the future, and all the rents, issues and profits therefrom;

(c) All right, title and interest, if any, of Borrower and of Beneficiary in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Premises; and all right, title and interest, if

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any, of Borrower and of Beneficiary in and to any strips and gores adjoining said Premises;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of said Premises, now owned or hereafter acquired by Borrower or by Beneficiary, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts, compressors and railroad tracks and equipment; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on said Premises or in warehouses and intended to be used in connection with or incorporated into said Premises, it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the said Premises and are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property or railroad tracks or equipment owned by tenants or other occupants of, or holders of easements in and to, the Premises; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Premises as a result of: (1) the exercise of the right of eminent domain; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Lender, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment. Borrower and Beneficiary agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment.

(f) all right, title and interest of Borrower and Beneficiary in, to and under the following documents and all rights, privileges, options and remedies therein contained:

(1) all present and future contracts (and amendments thereto) for construction of improvements on any of the Premises;

(2) all present and future contracts (and amendments thereto) for design and architectural services and all Plans and Specifications related in any way to the Premises; and

(3) to the extent assignable, all permits, licenses, consents, agreements and authorities issued by each governmental

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authority which relate in any way to the construction, ownership, operation or use of or improvements and/or personal property on the Premises; and

(4) all rights, privileges, options and remedies of Borrower and Beneficiary under any present or future declarations affecting all or any part of the Premises, and all contracts now or hereafter entered into by Borrower or Beneficiary for the sale of all or any part of the Premises, together with the right of Lender to consummate such sales and to act pursuant to any escrow agreements or instructions entered into in connection with such sales and to collect the proceeds of any such sales.

TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Lender and its successors and assigns forever, for the uses and purposes herein expressed.

2. Definitions of the Premises, etc. All references to the "Premises" or like references in the Mortgage and the Other Loan Documents shall hereafter be deemed and construed to refer collectively to all of the real estate legally described in EXHIBIT A attached hereto and to all of the real estate legally described in EXHIBIT B attached hereto and shall no longer be limited to the real estate legally described in EXHIBIT A (which EXHIBIT A contains the real estate description originally attached to the Mortgage and the Other Loan Documents as and when recorded). All references to the construction of improvements on the real estate described in EXHIBIT A attached hereto or like references in the Other Loan Documents shall hereafter be deemed and construed to be references to the improvements to be constructed on the Premises (including the New Premises).

3. Joinder of Guarantors. The Guarantors join in this SUPPLEMENTAL MORTGAGE AND LOAN MODIFICATION AGREEMENT to evidence their assent hereto and to document their agreement that:

(a) the "GUARANTY AGREEMENT" described in Part 2 of SCHEDULE I shall extend to the obligations of Borrower and Beneficiary under the Mortgage (as amended hereby) and the Other Loan Documents (as amended hereby); and

(b) nothing contained herein is intended to nor shall impair, annul nor affect their obligations as guarantors of the obligations of Borrower and Beneficiary under the Mortgage (as amended hereby) and the Other Loan Documents (as amended hereby).

4. Certificate and Agreement. Beneficiary and Guarantors agree that all of their respective representations, undertakings and obligations under the CERTIFICATE AND AGREEMENT described in Part 2 of SCHEDULE I are reaffirmed and extended to and apply to, as of the date hereof, the New Premises as well as to the Original Premises.

5. Ratification. Except as hereby modified, the Mortgage and Other Loan Documents and all terms and provisions thereof are hereby

ratified and confirmed. Except as expressly modified hereby, the Note, Mortgage and the Other Loan Documents remain in full force and effect in accordance with their original tenor. Nothing contained in this SUPPLEMENTAL MORTGAGE AND LOAN MODIFICATION AGREEMENT shall in any way be deemed or construed to: (i) waive, impair or annul the lien or priority of lien or security granted to Lender by the Mortgage or the Other Loan Documents; (ii) waive, impair or annul any other security now held by Lender to secure repayment of the Loan evidenced by the Note; (iii) alter, waive, annul, vary nor affect any provision, condition or covenant contained in the Mortgage or any of the Other Loan Documents except as herein expressly provided; nor (iv) waive, impair or annul any right, remedy, privilege, power or option granted to Lender in the Note, the Mortgage or any Other Loan Document or by law or otherwise.

6. Lender Trustee Exculpatory Clause. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that any representations, covenants, undertakings, warranties and agreements herein made on the part of LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of LASALLE NATIONAL BANK, as Trustee as aforesaid, are nevertheless each and every one of them, not made by LASALLE NATIONAL BANK personally or for the purpose or with the intention of binding LASALLE NATIONAL BANK personally, but are made by LASALLE NATIONAL BANK solely in the exercise of the powers conferred upon and vested in it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LASALLE NATIONAL BANK personally on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Borrower, Beneficiary, Guarantors and Lender have caused this SUPPLEMENTAL MORTGAGE AND LOAN MODIFICATION AGREEMENT to be duly executed as of the day and year first above written.

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**LABALLE NATIONAL BANK, a national banking association, not personally but as Trustee as aforesaid**

By: [Signature]  
Its VICE PRESIDENT

**ATTEST:**

By: [Signature]  
Its (Assistant) Secretary

(Impress corporate seal here)

- and -

**ALTGELD-WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership**

By: [Signature]  
**ARTHUR SLAVEN, its general partner**

By: [Signature]  
**LAWRENCE ASHWIN, its general partner**

By: [Signature]  
**JOHN McLINDEN, its general partner**

- and -

[Signature]  
**ARTHUR SLAVEN**

[Signature]  
**LAWRENCE ASHWIN**

[Signature]  
**JOHN McLINDEN**

- and -

COOK COUNTY, ILLINOIS  
RECORDS AND RECORDS

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ENTERPRISE SAVINGS BANK, F.A.

By: [Signature]  
Its: Senior Vice President

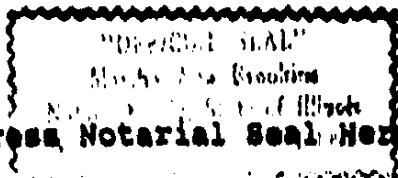
ATTEST:

By: [Signature]  
Its: [Signature]

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of NOVEMBER 1989, by WILFRED W. LANG Corino President\* of LASALLE NATIONAL BANK, a national banking association, on behalf of the association, as Trustee as aforesaid.

\* and Assistant Secretary



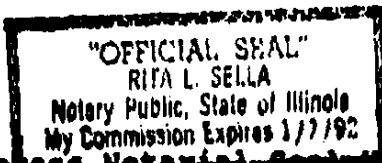
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My commission expires: Sept. 1, 1991.

[Signature]  
NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER 1989, by ARTHUR SLAVEN, LAURENCE ASHKIN and JOHN McLINDEN, general partners of ALTGELD-WRIGHTWOOD LIMITED PARTNERSHIP, an Illinois limited partnership, on behalf of the limited partnership.



(Impress Notarial Seal Here)

My commission expires: 1-7, 1993.

[Signature]  
NOTARY PUBLIC

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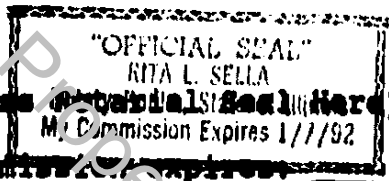
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STATE OF ILLINOIS)
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER 1989, by ARTHUR SLAVEN, LAURENCE ASHKIN and JOHN McLINDEN.

Rita L. Sella
NOTARY PUBLIC



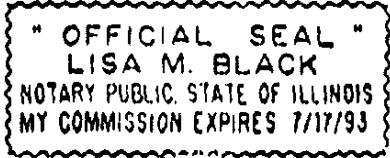
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My commission expires: 1-7, 1992

STATE OF ILLINOIS)
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this 1st day of December, 1989, by Bruce R. Cohen, Senior Vice President of ENTERPRISE SAVINGS BANK, F. A., a federally chartered savings and loan association, on behalf of the association.

Lisa M. Black
NOTARY PUBLIC



(Impress Notarial Seal Here)

My commission expires: 7-17, 1993

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## SCHEDULE I

### PART 1: DESCRIPTION OF THE MORTGAGE

<u>Item No.</u>	<u>Caption of Document:</u>	<u>Date:</u>	<u>Document No.:</u>
1.	MORTGAGE	July 6, 1989	89310139/ Cook County Recorder

### PART 2: DESCRIPTION OF THE "OTHER LOAN DOCUMENTS"

<u>Item No.</u>	<u>Caption of Document:</u>	<u>Date:</u>	<u>Document No.:</u>
1.	ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY)	July 6, 1989	89310140/ Cook County Recorder
2.	GUARANTY AGREEMENT	July 6, 1989	Unrecorded
3.	SECURITY AGREEMENT (BENEFICIARY)	July 6, 1989	Unrecorded
4.	COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST	July 6, 1989	Unrecorded
5.	CERTIFICATE AND AGREEMENT	July 6, 1989	Unrecorded
6.	UCC-1 FINANCING STATEMENT	Undated	2597347/ Secretary of State
7.	UCC-1 FINANCING STATEMENT	Undated	2597348/ Secretary of State
8.	UCC-2 FINANCING STATEMENT	Undated	89U16879/ Cook County Recorder

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH 1/2 OF THAT PART OF LOT 2 WEST OF AND ADJOINING THE EAST 600 FEET THEREOF, IN COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 45 FEET OF THE EAST 525 FEET OF THE NORTH 60.15 FEET OF LOT 2 IN COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 1/2 OF THE WEST 104 FEET OF LOT 2 OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 1 AND 2 OF ADOLPH KUECKEN'S ADDITION, BEING A RESUBDIVISION OF PARTS OF LOTS 3, 4 AND 13 IN COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1915 AS DOCUMENT 5654682, IN COOK COUNTY, ILLINOIS.

Common Address of Property: 1300 West Altgeld Avenue, Chicago, Illinois

Permanent Index Numbers: 14-29-315-039, -040, -053, -068, -069 and -087.

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EXHIBIT BLEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 25 IN THE SUBDIVISION OF THAT PART OF LOT 13 IN COUNTY CLERK'S DIVISION OF BLOCK 43 IN SHEFFIELD'S ADDITION TO CHICAGO, LYING WEST OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD AND EAST OF WARD STREET AND THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID SUBDIVISION, BEING A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 1407.64 FEET, FOR AN ARC DISTANCE OF 311.68 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES 39 MINUTES 39 SECONDS EAST, 311.05 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 34 MINUTES 40 SECONDS EAST, 72.29 FEET TO THE WESTERLY LINE OF ADOLF KUECKEN'S ADDITION IN CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 29 AFORESAID, BEING THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 1447.69 FEET, FOR AN ARC DISTANCE OF 209.26 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 13, SAID POINT BEING 123 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE, BEING ALSO THE WEST LINE OF LOT 1 OF SAID COUNTY CLERK'S DIVISION OF BLOCK 43, SAID DISTANCE OF 133 FEET TO THE NORTHEAST CORNER OF LOT 13, BEING THE INTERSECTION OF SAID EAST LINE OF LOT 13 WITH THE SOUTH LINE OF WRIGHTWOOD AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF WRIGHTWOOD AVENUE, A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 1 IN THE AFORESAID SUBDIVISION OF THAT PART OF LOT 13 IN COUNTY CLERK'S DIVISION OF BLOCK 43 IN SHEFFIELD'S ADDITION TO CHICAGO, LYING WEST OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD AND EAST OF WARD STREET AND THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF SAID SUBDIVISION, BEING A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 1407.64 FEET, FOR AN ARC DISTANCE OF 335 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 19,180 SQUARE FEET OF LAND MORE OR LESS.

Permanent Index Number: Part of 14-29-501-005-0000

1269 Wrightwood Avenue  
Chicago Illinois

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