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## SPREADER AGREEMENT

THIS SPREADER AGREEMENT dated as of December 1, 1989, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated November 15, 1984, and known as Trust No. 62818 ("Trust 62818"), RIVER PLACE VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary"), WESLEY IRVINE, JR., JOHN O. WILSON, JR., NICHOLAS M. RYAN and BRUNO N. BOTTARELLI (collectively, the "Guarantors"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

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### W I T N E S S E T H:

WHEREAS, Trust 62818, the Beneficiary, the Guarantors and the Bank heretofore entered into the following documents (collectively, the "Documents"):

(i) Demand Note dated as of July 1, 1987, from Trust 62818 and the Beneficiary to the Bank;

(ii) Second Mortgage, Security Agreement, Assignment of Rents and Leases and UCC Financing Statement dated as of July 1, 1987 (the "Mortgage"), from Trust 62818 and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on August 5, 1987, as Document No. R87-117253; and

(iii) Guaranty of Payment dated July 1, 1987, from the Guarantors to the Bank; and

WHEREAS, the Mortgage encumbers the real estate described in Exhibit A attached hereto and the personal property located thereon; and

Permanent Index Number:

07-24-122-001

Address of Premises:

509 Aurora Avenue  
Naperville, Illinois 60540

This Instrument Prepared By and to  
Be Returned After Recording to:

Alvin L. Kruse  
Elizabeth P. Strand  
Seyfarth, Shaw, Fairweather &  
Geraldson  
Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

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WHEREAS, the parties desire to make certain modifications and amendments to the Mortgage, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Spread of Lien. The lien of the Mortgage is hereby spread to the real estate described in Exhibit B attached hereto and the personal property located thereon. In consideration of the agreement by the Bank to modify the terms of the Rolling Meadows Loan (as defined below) pursuant to a Modification Agreement of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors, in their capacities as guarantors of a loan in the amount of \$2,000,000 (the "Rolling Meadows Loan") from the Bank to American National Bank and Trust Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated September 12, 1984, and known as Trust No. 62248, and Marquette Properties, Inc., an Illinois corporation, which Rolling Meadows Loan is secured by a Mortgage dated as of May 27, 1986, encumbering the said real estate and personal property and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 6, 1986, as Document No. 86228596, hereby consent to the aforesaid spread of the lien of the Mortgage.

Section 3. Documents to Remain in Effect; Confirmation of Obligations. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. Trust 62818, the Beneficiary and the Guarantors hereby confirm and reaffirm all of their obligations under the Documents, as modified and amended herein.

Section 4. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, Trust 62818, the Beneficiary and the Guarantors hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct in all material respects as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 5. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

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Section 6. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 9. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 10. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 12. Execution by Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trust 62818, while in form purporting to be the representations, covenants, undertakings and agreements of Trust 62818 are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by American National Bank and Trust Company of Chicago in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this

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instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

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

By [Signature]  
Title: 2nd Vice Pres.

(SEAL)

Attest: [Signature]  
Title: Asst Secy

RIVER PLACE VENTURE LIMITED PARTNERSHIP

By Naperville Associates Limited  
Partnership, General Partner

By River Place Apartments, Inc.,  
General Partner

By [Signature]  
Title: President

(SEAL)

Attest: [Signature]  
Title: Secretary

[Signature]  
Wesley Irvine, Jr.

[Signature]  
John O. Wilson, Jr.

[Signature]  
Bruno N. Bottarelli

[Signature]  
Nicholas M. Ryan

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Report of the Board of Directors of the Cook County Clerk's Office  
for the year ended December 31, 1999

Submitted to the Board of Directors of the Cook County Clerk's Office  
on January 12, 2000

Attest:  
\_\_\_\_\_  
Clerk of Cook County

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COOK COUNTY



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## THE NORTHERN TRUST COMPANY

By Mark V. J. [Signature]  
Title: Vice President

### JOINDER

In consideration of the agreement by the Bank to modify the terms of the Rolling Meadows Loan (as defined in Section 2 of this Agreement) pursuant to a Modification Agreement of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, American National Bank and Trust Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated September 12, 1984, and known as Trust No. 62248 ("Trust 62248"), which is the owner of the real estate described in Exhibit B to this Agreement, and Marquette Properties, Inc., an Illinois corporation ("Marquette"), the beneficiary of Trust 62248, hereby join in this Agreement for the purpose of subjecting the said real estate and the personal property located thereon to the lien of the Mortgage (as defined in this Agreement), as contemplated by the spreader provisions of Section 2 of this Agreement, with the same effect as if each of Trust 62248 and Marquette were a party to the Mortgage.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trust 62248, while in form purporting to be the representations, covenants, undertakings and agreements of Trust 62248 are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by American National Bank and Trust Company of Chicago in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago on account of this Agreement or on account

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of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Dated: December 28, 1989

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

By [Signature]  
Title: SECOND VICE PRESIDENT

(SEAL)

Attest:

[Signature]  
Title: ASSISTANT SECRETARY

MARQUETTE PROPERTIES, INC.

(SEAL)

By [Signature]  
Title: President

Attest:

[Signature]  
Title: Secretary

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STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 26 day of JAN, 1989, by P. JOHANSEN and C. FELDY, 2ND VP and ASST SECRETARY, respectively, of American National Bank and Trust Company of Chicago, Trustee under a Trust Agreement dated November 15, 1984, and known as Trust No. 62818, on behalf of said Trustee.

L. M. Sovlenski

Notary Public

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

"OFFICIAL SEAL"  
L. M. Sovlenski  
Notary Public, State of Illinois  
My Commission Expires 6/27/92

The foregoing instrument was acknowledged before me this 28TH day of DECEMBER, 1989, by NICHOLAS M. AVAN and BENNO BATTARELLI, PRESIDENT and SECRETARY, respectively, of River Place Apartments, Inc., an Illinois corporation, general partner of Naperville Associates Limited Partnership, an Illinois limited partnership, general partner on behalf of River Place Venture Limited Partnership, an Illinois limited partnership.

Benn Ceteri

Notary Public

"OFFICIAL SEAL"  
BESS KATRIC  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/27/90

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 26TH day of DECEMBER, 1989, by Wesley Irvine, Jr.

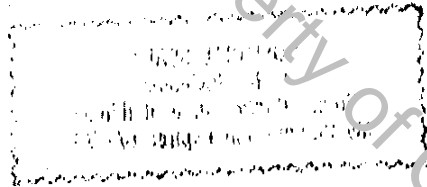
Benn Ceteri

Notary Public

"OFFICIAL SEAL"  
BESS KATRIC  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/27/90

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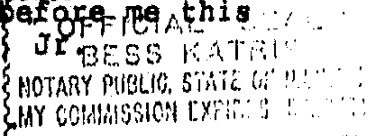
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STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this  
28TH day of DECEMBER, 1989, by John O. Wilson

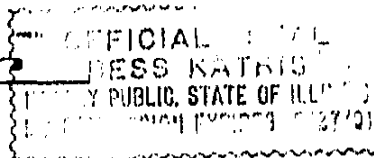
*Bess Katris*  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this  
28TH day of DECEMBER, 1989, by Bruno N. Bottarelli.

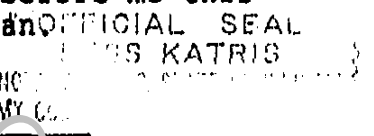
*Bess Katris*  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this  
28TH day of DECEMBER, 1989, by Nicholas M. Ryan

*Bess Katris*  
\_\_\_\_\_  
Notary Public

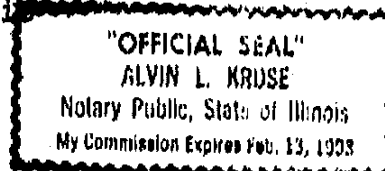


STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF COOK        )

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The foregoing instrument was acknowledged before me this  
26th day of January, 1990, by Mark Van Hise  
President of The Northern Trust  
Company, an Illinois banking corporation, on behalf of the  
corporation.

*Alvin L. Kruse*  
\_\_\_\_\_  
Notary Public



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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

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The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 1990, by Peter H. Jollansen and Claire Rosati Polp, SECRETARY and ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, Trustee under a Trust Agreement dated September 12, 1984, and known as Trust No. 62248, on behalf of said Trustee.

L. M. Sovienki  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

"OFFICIAL SEAL"  
L. M. Sovienki  
Notary Public, State of Illinois  
My Commission Expires 6/27/91

The foregoing instrument was acknowledged before me this 28TH day of DECEMBER, 1989, by NICHOLAS M. RYAN and Bruno Bottarelli, PRESIDENT and SECRETARY, respectively, of Marquette Properties, Inc., an Illinois corporation, on behalf of the corporation.

Bruno Bottarelli  
Notary Public

NOTARY PUBLIC  
STATE OF ILLINOIS  
MY COM. EXPIRES 6/27/91

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## EXHIBIT A

### LEGAL DESCRIPTION OF NAPERVILLE PROPERTY

Lot 1 in Riverplace Apartments, being a subdivision of part of the South 1/2 of Section 13 and the North 1/2 of Section 24, all in Township 38 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded July 3, 1985 as document R85-52518, in DuPage County, Illinois.

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## EXHIBIT B

LEGAL DESCRIPTION OF  
ROLLING MEADOWS PROPERTY

## PARCEL 1

THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 33, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 2102384, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 2 IN SAID 58-62 VENTURE SUBDIVISION WITH THE EAST LINE OF WILKE ROAD AS WIDENED, BEING A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE OF WILKE ROAD AS WIDENED, 1128.97 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE OF WILKE ROAD AS WIDENED, 122.38 FEET TO AN INTERSECTION WITH A LINE 234.00 FEET, AS MEASURED ALONG THE WEST LINE OF SAID LOT 4, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, SAID NORTH LINE OF LOT 4 BEING ALSO THE SOUTH LINE OF LOT 6 IN SAID 58-62 VENTURE SUBDIVISION; THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 215.00 FEET TO AN INTERSECTION WITH A LINE 232.02 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID LOT 4, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 234.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4, 83.18 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 4, SAID NORTHWESTERLY LINE OF LOT 4 BEING ALSO THE SOUTHEASTERLY LINE OF SAID LOT 6, 20.03 FEET (MEASURE SOUTH 19 DEGREES 40 MINUTES 58 SECONDS WEST, 19.63 FEET); THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST (MEASURE SOUTH 56 DEGREES 47 MINUTES 51 SECONDS EAST), 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST, 297.37 FEET (MEASURE NORTH 28 DEGREES 36 MINUTES 08 SECONDS EAST, 297.37 FEET) TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 4, ARC DISTANCE 170.02 FEET SOUTHEASTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 425.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 39 DEGREES 19 MINUTES 38 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, 608.68 FEET TO A CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 76.25 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4;

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South Westerly Right of Way line of Algonquin Road as widened per Document No. 11193779; thence South 44 degrees, 45 minutes, 05 seconds East 856.37 feet along said South Westerly line to a point 60.00 feet North Westerly of the intersection of said South Westerly line with the North line of Golf Road (as widened per Document No. 10488005) extended; thence South 23 degrees, 46 minutes, 27 seconds West 19.24 feet to a point 25.00 feet North of a point which is 80.00 feet West of aforesaid intersection; thence West 672.19 feet along a line 25.00 feet North of and parallel with aforesaid North line, said 25.00 foot line being the North line of Golf Road as condemned per Document No. 20913760, to the place of beginning, in Cook County, Illinois.

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## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND CREATED BY AGREEMENT AND DECLARATION OF COVENANTS AND EASEMENT RECORDED AS DOCUMENT NUMBER 86214933 FOR INGRESS AND EGRESS, SUPPORT, UTILITY AND SERVICE EASEMENTS, PARKING AND ENCROACHMENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

That part of Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded March 2, 1970 as document 21092384, described as follows: Beginning at the South East corner of said Lot 4 (the West line of said Lot 4 having an assumed bearing of North 00 degrees, 17 minutes, 57 seconds West for this legal description); thence North 89 degrees, 51 minutes, 03 seconds West along the South line of said Lots 2 and 4, 334.79 feet to an angle point in the South line of said Lot 2; thence South 88 degrees, 13 minutes, 10 seconds West along the South line of said Lot 2, 145.03 feet to an intersection with a line 17.0 feet, as measured at right angles, East of and parallel with the West line of said Lots 2 and 4; thence North 00 degrees, 17 minutes, 57 seconds West along said last described parallel line, being the East line of Wilke Road as widened, 1128.9 feet; thence North 89 degrees, 42 minutes, 03 seconds East, 137.0 feet; thence South 00 degrees, 17 minutes, 57 seconds East, 139.63 feet; thence South 50 degrees, 40 minutes, 22 seconds East, 149.69 feet; thence South 00 degrees, 17 minutes, 57 seconds East, 19.27 feet; thence North 89 degrees, 42 minutes, 03 seconds East, 227.47 feet; to a point on the East line of said Lot 4, 853.38 feet, as measured along said East line, North of the South East corner of said Lot 4; thence South 00 degrees, 17 minutes, 57 seconds East along the East line of said Lot 4, 853.38 feet to the point of beginning, in Cook County, Illinois.

## PARCEL 3

Easement for the benefit of Parcel 1 as created by Easement Agreement dated December 10, 1971 and recorded January 6, 1972 as Document 21769213 for ingress and egress over the following described property:

Lot 3 in 58-62 Venture Subdivision, a Subdivision in Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; and

That part of the South West Quarter of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the South East corner of Lot 3 in 58-62 Venture Subdivision in said Section 9; thence North 7 degrees, 01 minutes, 05 seconds East 630.50 feet along the Easterly line of said Lot 3, said line also being the Northerly extension of the Easterly line of Grismer's Subdivision in the North West quarter of Section 16, Township and Range aforesaid, to a point on the

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