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SECOND AMENDMENT TO NOTE, MORTGAGE,
ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

This Second Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated this 30th day of March, 1990, is made by LA SALLE NATIONAL BANK, as Trustee ("Borrower") under a Trust Agreement dated October 3, 1988 and known as Trust No. 113818 (the "Trust"), and PARK RIDGE OFFICE CAMPUS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), in favor of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender");

DEPT-01 RECORDING \$26.00
T#7777 TRAN 5956 06/22/90 11:55:00
#6810 * -90-298609
COOK COUNTY RECORDER

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W I T N E S S E T H:

Whereas, Lender made a loan (the "Loan") to Borrower in the amount of One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00), which was evidenced by a note made by Borrower in favor of Lender, dated December 8, 1988 (the "Note"); and

Whereas, the Note was secured by a Mortgage (the "Mortgage") made by Borrower in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0371, and which created a first lien on the property legally described on Exhibit A attached hereto and made a part hereof (the "Original Subject Property"); and

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26.00

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Whereas, the Note was further secured by a Collateral Assignment of Rents and Leases (the "Assignment of Leases"), made by Borrower and Beneficiary in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0372, and which encumbers the Original Subject Property; and

The Note was further secured by a Security Agreement (the "Security Agreement"), and UCC-1 and UCC-2 financing statements made by Beneficiary and Borrower in favor of Lender, dated December 8, 1988, with regard to certain personal property and other interests described therein; and

Whereas, the Note was further secured by a collateral assignment of beneficial interest in Land Trust (the "Collateral ABI"), made by Beneficiary in favor of Lender, dated December 8, 1988, which collaterally assigned the beneficial interest in the Trust to Lender; and

Whereas, the Note was further secured by the Guaranty of Payment ("Guaranty"), of Philip I. Mappa and Colin A. Regan, dated December 8, 1988, in favor of Mortgagee; and

Whereas, the Note, Mortgage, Assignment of Leases and Security Agreement were collectively amended by a First Amendment to Note, Mortgage, Assignment of Leases and Security Agreement (the "First Amendment"), dated January 1, 1990, which was recorded with the Cook County Recorder of Deeds on March 30, 1990, as document no. 9014-2390; and

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Whereas, the First Amendment inter alia extended the maturity date of the Note from January 1, 1990 to April 1, 1990; and

Whereas, the Guaranty was amended by a First Amendment to Guaranty, dated January 1, 1990; and

Whereas, Borrower has requested a second extension of the maturity date of the Note to June 30, 1990; and

Whereas, Lender has agreed to extend the maturity date to June 30, 1990;

Whereas, Borrower has disclosed to Lender that the deed conveying the Original Subject Property to Borrower from its predecessor in title contained an incorrect legal description of the Original Subject Property; and

Whereas, Borrower's predecessor in title recently delivered to Borrower a deed to correct the legal description of the Original Subject Property, which is simultaneously herewith being recorded with the Cook County Recorder of Deeds. The correct legal description is set forth on Exhibit B attached hereto and made a part hereof and the property so described is referred to herein as the "Subject Property"; and

Whereas, Borrower now wishes to further modify and amend the Mortgage, Assignment of Leases and Security Agreement by correcting the legal descriptions attached thereto; and

Whereas, Borrower has simultaneously herewith recorded a plat of subdivision for the Subject Property and other property, in which the metes and bounds legal description for the

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Subject Property (as set forth in Exhibit B) was redefined as set forth on Exhibit C attached hereto and made a part hereof; and

Whereas, the legal descriptions contained in Exhibits B and C both define the Subject Property;

Now Therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AMENDMENT OF NOTE

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety. All references in this Article I to the Note shall be deemed to be references to the Note, as amended from time to time.

2. Paragraph 2.1 of the Note shall be amended to provide that (a) the maturity date of the Note shall be extended to June 30, 1990, and (b) there shall be eighteen (18) consecutive payments of interest.

3. In partial consideration for Lender's agreement to extend the maturity date of the Loan as provided for herein, Borrower has agreed to pay to Lender, upon execution hereof, an additional fee in the amount of \$3,025.00.

4. All references in the Note to the Loan Documents (as defined in the Note), shall be deemed to be references to the Loan Documents, as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and

30298609

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agreement contained in the Note, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Note shall remain unmodified and in full force and effect.

ARTICLE II

AMENDMENT OF MORTGAGE

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety. All references in this Article II to the Mortgage shall be deemed to be references to the Mortgage, as amended from time to time.

2. Paragraph 1.1(O) of the Mortgage shall be amended to provide that the maturity date of the Note shall be extended to June 30, 1990.

3. The Mortgage is hereby amended to provide that as and from the date thereof, the legal description of Parcel 1 and Parcel 2 attached to the Mortgage as Exhibit A shall be deemed to be the legal description set forth on Exhibit C attached hereto and made a part hereof.

4. All references in the Mortgage to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement contained in the Mortgage, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Mortgage shall remain unmodified and in full force and effect.

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ARTICLE III

AMENDMENT OF ASSIGNMENT OF LEASES

1. The recitals set forth above shall be incorporated herein as if fully set forth in their entirety.

2. The Assignment of Leases is hereby amended to provide that as and from the date thereof, the legal description of Parcel 1 and Parcel 2 attached thereto as Exhibit A shall be deemed to be the legal description set forth on Exhibit C attached hereto and made a part hereof.

3. All references in the Assignment of Leases to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Assignment of Leases, as amended, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Assignment of Leases, as amended by the First Amendment, shall remain unmodified and in full force and effect.

ARTICLE IV

AMENDMENT OF SECURITY AGREEMENT

1. The recitals set forth above shall be incorporated herein as if set forth in their entirety.

2. The Security Agreement is hereby amended to provide that as and from the date thereof, the legal description of Parcel 1 and Parcel 2 attached thereto as Exhibit A shall be deemed to be

the legal description set forth on Exhibit C attached hereto and made a part hereof.

3. All references in the Security Agreement to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation warranty, covenant and agreement contained in the Security Agreement, as amended hereby, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Security Agreement, as modified by the First Amendment, shall remain unmodified and in full force and effect.

ARTICLE V

EXECUTION BY TRUSTEE

This document is executed by La Salle National Bank, 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 as far as La Salle National Bank, as Trustee, is concerned, is payable only out of the property specifically described herein, by the enforcement of provisions contained in the Loan Documents. No personal liability shall be asserted or be enforceable against La Salle National Bank, as Trustee, because or in respect of this document or the making, issue or transfer hereof, all such liability with respect to La Salle National Bank, as Trustee, being expressly waived by Lender and each successor thereof, and each original and successor holder of the Note and

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other Loan Documents accepts the same upon the express condition that no duty shall rest upon La Salle National Bank, as Trustee, to sequester the rents, issues and profits arising from the Subject Property, or the proceeds arising from the sale or other disposition thereof. *Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.*

IN WITNESS WHEREOF, Borrower and Beneficiary has caused this Second Amendment to Note, Mortgage, Assignment of Leases, and Security Agreement to be executed and attested by its duly authorized representatives.

MORTGAGOR:

LA SALLE NATIONAL BANK, as Trustee
Under Trust Agreement Dated October
3, 1988, known as Trust No. 113818

By: *AS* *Susan Weber* *and me personally*
Its ASSIGNMENT VICE PRESIDENT

By: *Thomas J. Callahan*
Its ASSISTANT SECRETARY

BENEFICIARY:

PARK RIDGE OFFICE CAMPUS LIMITED
PARTNERSHIP

By: *Philip I. Mappa*
Philip I. Mappa

By: *Colin A. Regan*
Colin A. Regan

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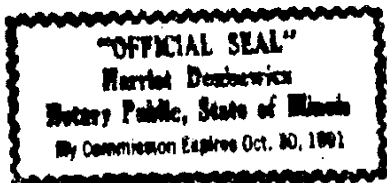
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____
Sarah H. Webb personally known to me to be the Vice President of La Salle National Bank, not personally but as Trustee under a Trust Agreement dated October 3, 1988, and known as Trust No. 112818 and Rosemary Collins, personally known to me to be the Assistant Secretary of said Bank 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 Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said Bank, and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank as their free and voluntary act, and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of May, 1990.



Harriet Desobrowicz
Notary Public

My Commission expires: _____

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
JAN 10 2011
CHICAGO, ILL.

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Philip I. Mappa and Colin A. Regan, personally known to me to be the General Partners of the Park Ridge Office Campus Limited Partnership an Illinois Limited Partnership, the Beneficiary of La Salle National Bank Trust No. 113818, which was created pursuant to a Trust Agreement dated October 3, 1988, 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 signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Partnership for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of April, 1990.

90298609

Barbara A. Selepki
Notary Public

My Commission expires: 9/24/93

OFFICIAL SEAL
BARBARA A. SELEPSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 24, 1993

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (TAKE-OUT PARCEL NORTH)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 414.47 FEET; THENCE NORTH $43^{\circ}23'30''$ WEST, 163.52 FEET; THENCE NORTH $46^{\circ}36'30''$ EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 205.77 FEET; THENCE NORTH $77^{\circ}29'50''$ EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 386.21 TO THE POINT OF BEGINNING, CONTAINING 3.11 ACRES, MORE OR LESS.

PARCEL 2 (GARAGE PARCEL)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 68.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}58'20''$ WEST 125.00 FEET; THENCE SOUTH $0^{\circ}01'40''$ EAST, 265.00 FEET; THENCE NORTH $89^{\circ}58'20''$ EAST, 125.00 FEET; THENCE NORTH $0^{\circ}01'40''$ WEST, 265.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.76 ACRES, MORE OR LESS.

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PARCEL 1

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COCK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION, 318.61 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 438.08 FEET; THENCE NORTH $43^{\circ}23'30''$ WEST, 129.14 FEET; THENCE NORTH $46^{\circ}36'30''$ EAST, 205.77 FEET; THENCE NORTH $77^{\circ}29'50''$ EAST, 386.27 FEET TO THE POINT OF BEGINNING, CONTAINING 2.87 ACRES, MORE OR LESS.

PARCEL 2

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COCK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH $0^{\circ}01'40''$ EAST ALONG THE EAST LINE OF SAID RESUBDIVISION, 318.61 FEET; THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 68.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $0^{\circ}01'40''$ EAST, 420.00 FEET; THENCE SOUTH $89^{\circ}58'20''$ WEST, 125.00 FEET; THENCE NORTH $0^{\circ}01'40''$ WEST, 420.00 FEET; THENCE NORTH $89^{\circ}58'20''$ EAST, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21 ACRES, MORE OR LESS.

EXHIBIT B

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PARCEL 1

Lot 1, Park Ridge Office Campus, being a subdivision of part of the northeast one-quarter of Section 16 and 21, Township 41 north, range 12 east of the third principal meridian, according to the plat of said Re-subdivision recorded _____, 1990, as Document No. _____, in Recorder's Office for Cook County, Illinois.

PARCEL 2

Lot 2, Park Ridge Office Campus, being a subdivision of part of the northeast one-quarter of Section 16 and 21, Township 41 north, range 12 east of the third principal meridian, according to the plat of said Re-subdivision recorded _____, 1990, as Document No. _____, in Recorder's Office for Cook County, Illinois.

EXHIBIT C

30298609