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DEPT-61 RECORDING \$19.00
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#1722 *Loan* No. 90358908
COOK COUNTY RECORDER

SECOND MODIFICATION TO BUILDING LOAN MORTGAGE

THIS SECOND MODIFICATION TO BUILDING LOAN MORTGAGE (this "Second Modification") is made as of June 28 1990 by and between THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association ("Mortgagee"), and THE ANDEN GROUP, A CALIFORNIA LIMITED PARTNERSHIP (Mortgagor"), with reference to the following:

A. Pursuant to that certain Building Loan Agreement (the "Loan Agreement") dated as of December 11, 1987 between Mortgagee, as lender, and Mortgagor, as borrower, Mortgagee agreed to loan to Mortgagor the principal sum of \$14,445,401 (the "Loan"). The Loan is evidenced by that certain Note (the "Note") dated December 11, 1987 in the principal sum of \$14,445,401 made by Mortgagor to the order of Mortgagee and is secured by that certain Building Loan Mortgage (the "Mortgage") dated December 11, 1987, from Mortgagor to Mortgagee and recorded on December 17, 1987, with the Registrar of Titles, Cook County, Illinois, as Document No. LR 3675143 covering certain real property located in Cook County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof. The Loan Agreement, the Note, the Mortgage and all of the documents, instruments and agreements evidencing, securing or pertaining to the Loan are hereinafter collectively referred to as the "Security Documents."

BOX 15

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B. Pursuant to that certain First Amendment to Building Loan Agreement and Note (the "First Amendment") dated as of August 1, 1988 between Mortgagor and Mortgagee, Mortgagee agreed to increase the principal amount of the Loan from \$14,445,401 to \$15,386,000. Lender and Borrower executed that certain First Modification to Building Loan Mortgage ("First Modification") dated as of August 3, 1988 to reflect the increase in the Loan provided for in the First Amendment.

C. Pursuant to that certain Second Amendment to Building Loan Agreement and Note (the "Second Amendment") dated as of June 28, 1990 between Mortgagor and Mortgagee, Mortgagee agreed to further increase the principal amount of the Loan from \$15,386,000 to \$15,934,998 (the "New Loan Amount") and to extend the maturity date of the Note.

D. Mortgagee and Mortgagor now desire to make certain revisions to the Mortgage to reflect the aforesaid increase in the Loan such that the Mortgage shall secure repayment of the New Loan Amount, i.e., \$15,934,998.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

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1. As used throughout the Mortgage (including the face page), the term "Mortgage Amount" shall mean the sum of \$15,934,998.

2. As used throughout the Mortgage, the terms "Building Loan Agreement" and "Note" shall mean the Loan Agreement and the Note, each as amended by the First Amendment and the Second Amendment.

3. Except as set forth herein and as modified by the First Modification, the Mortgage shall remain unmodified and in full force and effect.

4. Mortgagor hereby reaffirms all of Mortgagor's obligations under the Loan Agreement and the Note (as amended by the First Amendment and the Second Amendment), the Mortgage (as amended by the First Modification and this Second Modification) and the other Security Documents. Without limiting the generality of the foregoing, Mortgagor hereby expressly acknowledges that, as of the date of recordation of this Second Modification, Mortgagor has no offsets, claims or defenses whatsoever against any of Mortgagor's obligations under the Loan Agreement or the Note (as amended by the First Amendment and the Second Amendment), the Mortgage (as amended by the First Modification and this Second Modification) or the other Security Documents.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Modification to Building Loan Mortgage as of the day and year first above written.

MORTGAGOR:

THE ANDEN GROUP, a California limited partnership

By: ESDEN PARTNERS, a California limited partnership

By: ESR CORPORATION, a California corporation

By: [Signature]
Its VICE PRESIDENT

By: [Signature]
Its ASSISTANT SECRETARY

MORTGAGEE:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
a national banking
association

By: [Signature]
Its EDWARD SHEVLIN, JR.
VICE PRESIDENT

This instrument was prepared by:

Joseph P. Neffernan, Esq.
Loeb and Loeb
1000 Wilshire Boulevard
Suite 1800
Los Angeles, California 90017

Signature: [Signature]

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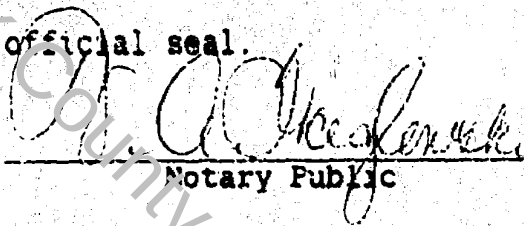
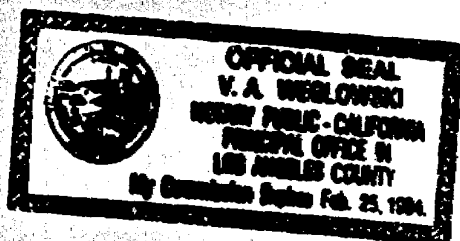
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STATE OF California,COUNTY OF Los Angeles

ss:

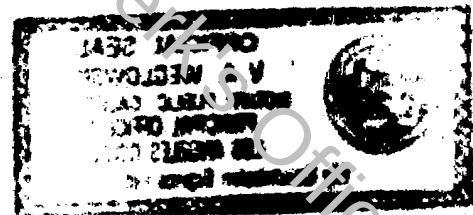
On June 28, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Morrison and Ken Merriam, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument respectively as the Vice President and the President on behalf of ESR Corporation, a California corporation, and acknowledged to me that such corporation, pursuant to its by-laws or a resolution of its board of directors, executed the within instrument on behalf of Esden Partners, a California limited partnership, and acknowledged to me that the first herein named partnership executed the same on behalf of The Anden Group, a California limited partnership, and that the second herein named partnership executed the same.

WITNESS my hand and official seal.


 Notary Public


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STATE OF NEW YORK

)

) ss:

COUNTY OF NEW YORK

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On this 24th day of July, 1990, before me personally appeared Edward Shevlin Jr., an officer of The Chase Manhattan Bank (National Association), the corporation described in and which executed the above instrument, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did depose and say that he resides at the following address 125-10 New York Avenue, Bayside, New York 11364, that he holds the office in said corporation indicated after his name, that he knows the seal of said corporation, that the seal was affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order, that his signature is his own proper handwriting, that he executed said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth, and expressed and that he delivered the same as such.

John J. Shelley
Notary Public

SILVIA S. SPIELER
Notary Public, State of New York
No. 018P4896780
Qualified in Kings County
Commission Expires May 16, 1992

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2011-01-01

EXHIBIT A

Legal Description

(See Attached)

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Lots 1 through 29, both inclusive; Lots 41 through 55, both inclusive; lots 80 through 93, both inclusive; Lot 110; lot 112; lot 117 and lots 120 through 123, both inclusive, in Whispering Pond, being a subdivision in the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded February 14, 1969 as Document No. 89-068,145 in Cook County, Illinois.

PIN 06-22-400-003 Vol. 060

Address: Irving Park Road and Rte 59
Streamwood, IL

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