ADDENDUM TO THE NOTE AND MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DEPT-01 RECORDINGS \$18.0

\$18.00

#6136 + A X-91-490510

COOK COUNTY RECORDER

This Addendum to the Note and Mortgage, Assignment of Rents and Security Agreement, is entered into effective this of September, 1991 (the "Addendum"), by THE CITY OF CHICAGO, DEPARTMENT OF HOUSING ("Lender"), 318 South Michigan, Chicago, Illinois, and REZMAR Corporation ("REZMAR"), an Illinois Corporation, 727 North Milwaukee Avenue, Chicago, Illinois 60622.

WIEFEAS, on December 21, 1990, REZMAR executed and delivered a Promissory Note (the "Note") to the Lender, which is secured by a Mortgage, Assignment of Rents and Security Agreement in the principal amount of \$71,755.00 to the Lender (the "Mortgage") which was recorded December 27, 1990 as Document 90624310 in the Office of the Cook County Recorder of Deeds and encumbering the property commonly known as 2358-60 East 70th Place, Chicago, Illinois and legally described in the attached "Exhibit A" (the "Project");

WHEREAS, on September, 19 1991, REZMAR conveyed, by Warranty Deed the Project (together with all buildings, improvements, fixtures and equipment located thereon) to the LPSS LIMITED PARTNERSHIP, an Illinois Limited Partnership (the "Partnership" or "Borrower"), 727 North Milwaukee Avenue, Chicago, Illinois 60622, subject to the Mortgage;

WHEREAS REZMAR is the sole general partner of the Partnership and the Chicago Equity Fund 1991 Partnership, 24 West Erie, Chicago, Illinois is the sole limited partner of the Partnership; and

WHEREAS, both the Lender and REZMAR desire to amend the Note and Mortgage,

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

Paragraph T entitled "EXCULPATION" of the Note is hereby deleted and the following shall be Paragraph T of the Note:

> Motwithstanding any other provisions herein to the contrary, the Lender shall look solely and only to the Premises for the payment and performance and observance of any amount, obligation or provision to be paid, performed or observed under this Note, and neither the Borrower nor any disclosed or undisclosed principal, for whom the Borrower may be acting, nor any of the partners' respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be

60×430

Property of Coot County Clerk's Office

paid, performed or observed under this Note and the Lender (and any other holder by its acceptance of this Note) agrees not to seek or obtain a deficiency, money judgment or other judgment against the Borrower or against any disclosed or undisclosed principal for whom the Borrower may be acting or against any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors or assigns. Nothing herein contained, however, shall be construed (i) to impair the security offered by the Mortgage, or the right and remedy of the Lender to exercise any power of sale contained in the Mortgage, or foreclose the Mortgage, or recover possession of the Premises or to impair any other right or remedy under the Mortgage or other Loan Documents, or (ii) in the case of default only, to relieve or limit the obligation of Borrower to pay Lender any and all sums received by Borrower in relation to the Premises or the operations conducted thereon, including, without limitation, any and all condemnation awards or payments in lieu of condemnation, rents, security deposits, occupancy charges or fees, insurance proceeds and general real estate tax and special assignment refunds, it being agreed and understood that the Borrower shall be and remain personally liable for the payment to Lender of all such sums.

B. Paragraph 40 entitled "EXCULPATION" of the Mortgage is hereby deleted and the following shall be Paragraph 40 of the Mortgage:

Notwithstanding any other provisions herein to the contrary, the Lender shall look solely and only to the Picporty for the payment and performance and observance of any amount, obligation or prevision to be paid, performed or observed under this instrument, and neither the forrower nor any disclosed or undisclosed principal, for whom the Borrower may be acking, nor any of the partners' respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under this instrument and the Lender (and any other holder by its acceptance of this No e) agrees not to seek or obtain a deficiency, money judgment or other judgment against the Borrower or against any disclosed or undisclosed principal for whom the Borrower my be acting or against any of their respective heirs, administrators, executors, per unal representatives, employees, officers, directors, shareholders, successors or assigns. Nothing herein contained, however, shall be construed (i) to impair the securit; offered by the Mortgage, or the right and remedy of the Lender to exercise any power of sale contained in the Mortgage, or foreclose the Mortgage, or recover possession of the Property or to impair any other right or remedy under the Mortgage or other Loan Documents, or (ii) in the case of default only, to relieve or limit the obligion of Borrower to pay Lender any and all sums received by Borrower in relation to the Property or the operations conducted thereon, including, without limitation, any and all condemnation awards or payments in lieu of condemnation, rents, security deposits, occupancy charges or fees, insurance proceeds and general real estate tax and special assignment refunds, it being agreed and understood that the Borrower shall be and remain personally liable for the payment to Lender of all such sums.

C. Paragraph C entitled "DEFAULT INTEREST" Of the Note is hereby amended and the following shall be added after the first sentence of this Paragraph: The default rate of interest shall only be due to Lender if there is an Event of Default, as said terms defined herein.

Property of Cook County Clerk's Office

- D. The Lender and REZMAR hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Note and Mortgage (the "Loan Documents") and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Addendum, the following covenants, terms, and conditions shall control and prevail:
 - If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and the general and limited partners of the Partnership simultaneous written notice of such default. However, the failure of the Lender to notify the limited partner of the Borrower pursuant to this paragraph shall not preclude or bar the Lender from declaring a default and pursuing its remedies under the Loan Documents. If the default is reasonably capable of being cured within thirty (39) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any remedies of the Lender. In no event shall the Lender be precluded from exercising its remedies under the Loan Documents if its security becomes or is about to become materially jeopardized by any failure of Burrower to cure a default within ninety (90) days after the first notice of default is given.
 - In the event of any fire or other casualty to the 2. Project or any part thereof, Borrower shall have the right to rebuild the Project and to use all available insurance proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the project in a manner that provides adequate security to Lender for repayment of the Note or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Note in a manner that provides adequate security to Lender for repayment of the remaining balance of the Note.

Property of Cook County Clark's Office

A STATE OF THE STA

There shall be no default for construction or rehabili-3. tation delays beyond the reasonable control of the Borrower, provided that such delays do not exceed one hundred and eighty (180) days.

BORROWFA:

REZMAR, CURPORATION An Illinois Corporation

its:

LENDER:

CITY OF CHICAGO

DEPARTMENT OF HOUSING

By: Cook County Clark's Office Its: Acting Commissioner

This Instrument Prepared By and After Recording Return To:

David L. Goldstein 35 East Wacker Drive, Suite 1750 Chicago, Illinois 60601

Property of Cook County Clerk's Office

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HUGH MURPHY, personally known to me to be the Acting Commissioner of the CITY OF CHICAGO, DEPARTMENT OF HOUSING personally known to me to be the same person whose name is subscribed to the foregoing instruowleds
slivered
s the rree c
the uses and pu.

Given under my
September, 1991

My Cc

MOTARY PLB.
MY COPPLISSION ED ment, appeared before me this day in person and severally acknowledged that as Acting Commissioner he signed, sealed and delivered the said instrument as his free and voluntary act, and as the rree and voluntary act and deed of said corporation, for

Given wher my hand and official seal, this 19th day of

Property of County Clerk's Office

STATE OF ILLINOIS) SS. COUNTY OF C 0 0 K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID BRINT, personally known to me to be the Vice-President of REZMAR Corporation, an Illinois Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Vice-President he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this September, 1991.

My Commission Expires:

OFFICIAL SEAL DAVID L. SOLDSTEIN

THE STATE OF ALM PEGARY PUBLIC STATE OF ALIMOIS Jort's Office

Topolity of Coot County Clork's Office

UNOFFICJĄL, ÇQPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 13 AND 26 IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 10 AND 11 AND PART OF BLOCK 12 IN SOUTH SHORE DIVISION NUMBER 5, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Droperty of Cook County Clerk's Office