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\$ 17.00

FOURTH AMENDMENT TO MORTGAGE NOTE AND MORTGAGE

This Fourth Amendment to Mortgage Note and Mortgage ("Fourth Amendment") is made as of this 30th day of September, 1991, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated September 30, 1980 and known as Trust No. 50937 ("Landlord"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated September 22, 1980 and known as Trust No. 50872 ("Tenant") and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Mortgagee").

RECITALS

A. The following documents and instruments were executed and delivered to Mortgagee:

(1) Mortgage Note dated as of July 30, 1981, from Tenant payable to the order of Mortgagee in the original principal amount of \$6,250,000 as amended as hereinafter described (collectively "Mortgage Note");

(2) Mortgage dated July 30, 1981 from Landlord and Tenant to Mortgagee recorded in Cook County, Illinois on December 31, 1981 as Document No. 26099913, Amendment to Mortgage Note, Fee Note and Mortgage dated November 11, 1981 recorded in Cook County, Illinois on December 31, 1981 as Document No. 26099915, Second Amendment to Mortgage Note and Mortgage dated March 19, 1987 as Document No. 71149460 and Third Amendment to Mortgage Note and Mortgage dated March 28, 1991 recorded in Cook County, Illinois on April 1, 1991 as Document No. 91142270 (collectively "Mortgage") securing the Mortgage Note which encumber fee title to the property legally described in Exhibit A hereto and also Tenant's leasehold estate in such property.

B. The outstanding principal balance of the Mortgage Note as of the date of this Fourth Amendment is \$4,325,000.

C. Landlord, Tenant and Mortgagee desire to amend the Mortgage Note and Mortgage as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes set forth in the foregoing recitals, it is hereby agreed that the Mortgage Note and Mortgage be amended effective as of September 30, 1991 as follows:

1. On page 1 of the Mortgage Note the substituted last paragraph which carries over to page 2 of the Mortgage Note is deleted and the following paragraph is substituted therefor:

"Interest only is payable to Lender calculated at the rate aforesaid on so much of the principal amount hereof which has been disbursed from time to time to or for the benefit of Trustee and is outstanding, commencing on the thirteenth (13th) day of August, 1981, and the thirteenth (13th) day of each and every succeeding month thereafter, until

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the thirteenth (13th) day of November, 1991. On November 29, 1991, (the "Maturity Date"), the unpaid balance hereof and all unpaid interest accrued thereon, if not sooner paid, shall be payable in full."

2. On page 2 of the Mortgage, in line 3 thereof, the substituted phrase "thirtieth (30th) day of June, 1991, which date may be extended to the thirtieth (30th) day of September, 1991 pursuant to the terms and conditions of that certain letter agreement dated March 18, 1991 between West Parcel Venture and Mortgagee, which letter agreement is hereby incorporated herein by reference" is deleted and the phrase "twenty ninth (29th) day of November, 1991" is substituted therefor.

3. Except as expressly modified by this Fourth Amendment, the Mortgage Note and Mortgage shall remain unmodified and in full force and effect.

4. This Fourth Amendment is executed by American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted to be enforceable against said American National Bank and Trust Company of Chicago, all such liability, if any, being expressly waived by Mortgagee. Nothing in this paragraph shall limit the right of Mortgagee to recover from any partner of any beneficiary of Landlord or Tenant for loss to Mortgagee from a tortious act or acts by such partner, nor shall anything in this paragraph limit the right of Mortgagee to recover against Tishman Midwest Management Corp. ("TMMC") under that certain Purchase Commitment from TMMC to Mortgagee as of July 30, 1981 as amended.

IN WITNESS WHEREOF, the parties hereby have executed this Fourth Amendment on the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but as Trustees as aforesaid

By: [Signature] MICHAEL WHELAN
Its: _____

Attest: [Signature]
Its: _____

THE FIRST NATIONAL BANK OF CHICAGO

By: [Signature]
Its: Vice President

Attest:
[Signature]
Its: Vice President

This instrument prepared by: [Signature]
Lester A. Jensen, Esq.
The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670-0801

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Lester A. Jensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John P. [unclear], [unclear] president of The First National Bank of Chicago, a national banking association, and [unclear], [unclear] secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] and [unclear] secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and caused the corporate seal of said Bank to be affixed thereon, as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 4th day of October, 1921.

Lester A. Jensen
Notary Public

My Commission Expires:

OFFICIAL SEAL
LESTER A. JENSEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-9-22

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All of the unsubdivided original lots, or parts thereof, and all of the sublots in the subdivisions of the original lots, or parts thereof, together with all the vacated alleys, in Block 49, in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom those parts thereof taken and used for W. Madison Street; containing 128,957 square feet (2.960 acres) of land, more or less.

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Address: Block bounded by Madison Street, Washington Street, Clinton Street and Jefferson Street, Chicago, Illinois

P.I.N.: 17-09-341-001; 17-09-341-002;
17-09-341-003; 17-09-341-004;
17-09-341-005; 17-09-341-006;
17-09-341-007; 17-09-341-008;
17-09-341-009; 17-09-341-010;
17-09-341-011; 17-09-341-012;
17-09-341-013; 17-09-341-014;
17-09-341-015; 17-09-341-016;
17-09-341-017; 17-09-341-018;
17-09-341-022; 17-09-341-023;
17-09-341-024

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