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SECOND AMENDMENT TO SECOND ADDITIONAL MORTGAGE NOTE AND MORTGAGE

\$ 17.00

This Second Amendment to Second Additional Mortgage Note and Mortgage ("Second 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) Second Additional Mortgage Note dated March 19, 1987, from Tenant payable to the order of Mortgagee in the original principal amount of \$4,850,000 as amended as hereinafter described (collectively "Second Additional Mortgage Note"),

(2) Second Additional Mortgage dated March 19, 1987 from Tenant and Landlord to Mortgagee securing the Second Additional Mortgage Note recorded in Cook County, Illinois on March 20, 1987 as Document No. 87149458 and Amendment to Second Additional Mortgage Note and Mortgage recorded in Cook County, Illinois on April 1, 1991 as Document No. 91142272 (collectively "Second Additional Mortgage") 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 Second Additional Mortgage Note as of the date of this Second Amendment is \$4,850,000.

C. Landlord, Tenant and Mortgagee desire to amend the Second Additional Mortgage Note and Second Additional 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 Second Additional Mortgage Note and Second Additional Mortgage be amended effective as of September 30, 1991 as follows:

1. On page 1 of the Second Additional Mortgage Note, the substituted fourth paragraph 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 June, 1985, and the thirteenth (13th) day of each and every succeeding month thereafter, through the

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1991 OCT 13 AM 11:26

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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 1 of the Second Additional Mortgage, in line 24 thereof the substituted phrase "June 30, 1991 which date may be extended to September 30, 1991 pursuant to the terms and provisions 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 date "November 29, 1991" is substituted therefor.

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

4. This Second 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 CNW Corporation ("CNW") under that certain Novation, Assumption and Modification Agreement dated March 19, 1987 among North Western Leasing Company, CNW and Mortgagee.

IN WITNESS WHEREOF, the parties hereby have executed this Second 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: _____
Its: _____

Attest:

Its: _____

THE FIRST NATIONAL BANK OF CHICAGO

By: James B. Calkins
Its: Vice President

Attest:

Its: Eileen Brandt
Vice President

This instrument prepared by: _____
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, _____, a Notary Public in and for said
County, in the State aforesaid, do hereby certify that
_____, _____ president of American National Bank and
Trust Company of Chicago, a national banking association, and _____
_____, _____ 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 _____
and _____ 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, as
Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of
_____, 1911.



Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

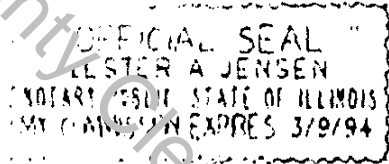
I, Lester A. Jensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [redacted] president of The First National Bank of Chicago, a national banking association, and [redacted] of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

[redacted] and [redacted], 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, 1991.

Lester A. Jensen
Notary Public

My Commission Expires: _____



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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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