### AMENDMENT TO MORTGAGE

THIS AMENDMENT dated this \_\_\_\_day of November, 1991, is by and between the 62nd Street Limited Partnership, an Illinois Limited Partnership, (hereinafter referred to "Borrower" as "Mortgagor"), having an address c/o RESCORP Development, Inc., Suite 2530, One East Wacker Drive, Chicago, Illinois 60601, to the West Woodland Limited Partnership, an Illinois Limited Partnership (hereinafter referred to as "Noteholder" and "Mortgagee") having an address c/o RESCORP Development, Inc., Suite 2900, One East Wacker Drive, Chicago, Illinois 60601; and

WHEREAS, to secure the payment of an indebtedness in the of Million Five amount One Hundred Thousand Dollars (\$1,500,000.00), to be paid with interest thereon, according to a certain promissory note ("Note") bearing a date of October 31, 1991 between Mortgagor and Mortgagee, the Mortgagor granted to Mortgagee certain rights, title and interest in properties owned, or to be owned in the future, situated in Cook County, III nois, pursuant to a certain mortgage dated October 31, 1991 and recorded November 4, 1991, with the Recorder of Deeds of Cook County, Illinois as Document No. 9157875 ("Mortgage"); and

WHEREAS, it is the desire of the Mortgagor to include, and incorporate in the Mortgage described above, additional properties, legally described in Exhibit "A" ("Property") attached hereto and made a part hereof, together with all improvements now or hereafter located thereon as well as all of Mortgagor's right, title and

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interest in the Property as further described in the Mortgage defined above, and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt being hereby acknowledged, the Mortgagee and Mortgagor hereby agree to amend the Mortgage to include as additional properties securing the Note defined above, the Property legally described in Exhibit "A" attached hereto and made a part hereof, as well as all of Mortgagors right, title and interest in said Property.

NOW WITHSTANDING anything to the contrary herein, the terms and conditions of the adorementioned Mortgage, not expressly modified by the terms of this amendment, shall remain in full force and effect. In all other respects, the Mortgagor expressly reaffirms all other terms, conditions and covenants of the Mortgage and Note, identified above.

IN WITNESS WHEREOF, the Mortgagor has executed this Modification Agreement on the date and year first written above.

62nd STREET LIMITED PARTNERSHIP

BY: 62nd Street Joint Venture
Its General Partner

BY: RESCORP Development, Inc.

General Partner

BY: love lat

NAME: DORNAN A KATZ

TITLE: TRONDENT

# 91591859

## UNOFFICIAL COPY

STATE OF ILLINOIS ) ) SS: COUNTY OF COOK )
on before me, the undersigned, a Notary Public in and for said State, personally appeared before to me on the basis of satisfactory evidence) to be the of RESCORP Development, Inc., a partner in the 62nd Street Joint Venture, the general partner of 62nd Street Limited Partnership, the partnership that executed the within Instrument, known to be the persons who executed the within Instrument on behalf of the unincorporated association therein named, and acknowledged to me that such unincorporated association executed the within Instrument pursuant to its bylaws or a resolution of its poard of directors.
WITNESS my hand and official seal.
Signature: Common Relationaria
DOWN T ASEXMOND
Name (Typed or Printed)

THIS INSTRUMENT PREPARED BY:

ROCK, FUSCO, REYNOLDS & GARVEY, LTD. 350 NORTH LASALLE STREET, SUITE 900 CHICAGO, ILLINOIS 60610 (312) 464-3500

Noters Principles Of Winois

My Commission Ex Ires 1/27/94

### $EXHIBIT^{-n}\Lambda^n$

#### LEGAL DESCRIPTION

LOTS 8 AND 9 IN BLOCK 14 IN THE RESUBDIVISION OF THE WASHINGTON PARK CLUB ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNEWN AS 6235-43 SOUTH KING DRIVE, CHICAGO, ILLINOIS 25 2000 OF COOK COUNTY CLEARLY OFFICE

PIN 20-15-416-008-9000