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D. Mortgagor's obligation to reimburse Swiss Bank for any amounts drawn under the Letter of Credit is evidenced by that certain Promissory Note dated as of December 1, 1989 in the

C. Mortgagor is required to reimburse Swiss Bank for any amounts drawn under the Letter of Credit, as set forth in the L/C Agreement.

B. Mortgagor and Swiss Bank have entered into that certain Letter of Credit Agreement (the "L/C Agreement") dated as of December 1, 1989, pursuant to which Swiss Bank has agreed to issue a letter of credit (the "Letter of Credit") to the Trustee for such purposes as are set forth in the L/C Agreement.

A. The Illinois Development Finance Authority, a municipal corporation, political subdivision and body politic of the State of Illinois (the "Issuer", and American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), entered into a certain Trust Indenture (the "Indenture"), dated as of December 1, 1989, under which the Issuer issued its qualified Residential Rental Bonds (River Oaks Project) (the "Bonds") for the purpose of loaning the proceeds thereof to Mortgagor to finance the acquisition, construction and equipping of a residential multifamily rental development located within Cook County, Illinois (the "Project").

RECITALS:

This Modification Agreement (this "Agreement") is made as of the 3rd day of June, 1992, by RIVER OAKS PARTNERS, an Illinois general partnership ("Mortgagor") and Kemper Investors Life Insurance Company ("KILICO"), an Illinois insurance corporation whose address is c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Real Estate Investment Group and Swiss Bank Corporation, a banking corporation existing under the laws of Switzerland, acting through its Chicago Branch which is licensed by the State of Illinois ("Swiss Bank") (KILICO and Swiss Bank are referred to herein together as "Mortgagee").

MODIFICATION AGREEMENT

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Laurance P. Nathan
Keck, Mahin & Cate
8300 Sears Tower
Chicago, Illinois 60606

Recording Requested by and
When Recorded Please Return to:

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COOK COUNTY ILLINOIS

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principal sum of \$36,961,644.00 (the "L/C Note") made by Mortgagor and delivered to Swiss Bank.

E. As a condition to entering into the L/C Agreement and issuing the Letter of Credit, Swiss Bank required that an acceptable and creditworthy party enter into a Standby Purchase Agreement in form acceptable to Swiss Bank.

F. Killico and Swiss Bank have entered into that certain "Standby Purchase Agreement" dated as of December 1, 1989 (the "Standby Agreement"), pursuant to which Killico has agreed to purchase from Swiss Bank portions of the L/C Note as set forth in the Standby Agreement.

G. To secure Mortgagor's obligation to reimburse Swiss Bank for any amounts drawn under the L/C Note and all other amounts owing pursuant to the L/C Agreement and the Standby Agreement, Mortgagor has executed and delivered, among other things, (i) a Mortgage with Security Agreement, Financing Statement and Assignment of Leases and Cash Collateral (the "Mortgage") dated as of December 1, 1989, and recorded as document No. 89621895 with the Cook County Recorder of Deeds on December 29, 1989 (the "Mortgage") encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Property") and certain other property described in the Mortgage and (ii) the other Security Documents (as defined in the Mortgage).

H. The Mortgage secures the Property together with all right, title and interest of Mortgagor owned or acquired subsequent to the date of the Mortgage, in and to any land adjoining the Property.

The Mortgage refers to additional property to be acquired by Mortgagor from the City of Des Plaines Illinois (the "City") which, upon acquisition was to become a part of the Property.

I. Mortgagor has recently completed the purchase of, and is the fee simple owner of the real property legally described in Exhibit "B" attached hereto and made a part hereof (the "New Property"). The New Property is substantially similar to the Additional Property, and was purchased by Mortgagor from the City in lieu of the Additional Property, from the proceeds of the Bonds, for purposes of completing the Project. The New Property adjoins the Property.

J. Mortgagor and Mortgagee desire to amend the Mortgage to clarify, acknowledge and affirm that the Mortgaged Premises (as defined in the Mortgage) includes the New Property, and that the real estate secured by the other Security Documents includes the New Property.

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NOW THEREFORE, in consideration of the foregoing recitals which are hereby incorporated by reference into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Each capitalized term used herein without definition shall have the respective meaning set forth in the Mortgage, unless otherwise defined herein.

2. The reference to Additional Property in the Mortgage is hereby amended to be and refer to the New Property, and, the legal description of the Additional Property contained in Exhibit "D" to the Mortgage is hereby deleted, and, in its place is hereby substituted the legal description of the New Property that is contained within Exhibit "B" to this Agreement.

3. The definitions of "Mortgage," and "Realty" are hereby deleted in their entirety and replaced with the following:

"Mortgage: This Mortgage with Security Agreement, Financing Statement and Assignment of Leases and Cash Collateral, dated as of December 1, 1989, as modified by that certain Modification Agreement dated as of June 1, 1992 between Mortgagor and Mortgagee (the "Modification")."

"Realty: Those tracts of land situated in Cook County, Illinois described in Exhibit "A" attached hereto and described in Exhibit B to the Modification."

4. Except as expressly modified hereby, the Mortgage remain unchanged and in full force and effect.

5. All references to the Mortgage in the Security Documents or in any other documents and instruments that evidence, collateralize, secure or support the reimbursement obligations evidenced by the L/C Note shall be deemed to be the Mortgage or such other Security Document, as amended hereby.

6. The Security Documents are hereby deemed to be amended and modified to the extent necessary to conform to the provisions of this Agreement including that certain Assignment of Rents and Leases dated December 1, 1989 made by Mortgagor as "Assignor" for the benefit of Mortgagee as "Assignee" recorded as document No. 89621896 with the Cook County Recorder of Deeds on December 29, 1989 (the "Assignment"). Accordingly, the legal description contained within Exhibit "A" to the Assignment is hereby amended to include the legal description contained in Exhibit "B" to this Agreement. Any and all terms and provisions of the Security Documents not expressly amended or modified hereby shall remain in full force and effect.

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7. In order to induce Mortgagee to enter into this Agreement, Mortgagor hereby re-affirms that to the best of Mortgagor's knowledge all certifications, representations and warranties contained in the Security Documents and in all certificates heretofore delivered to Mortgagee are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade to the best of Mortgagor's knowledge as of the date of this Agreement. Mortgagor further represents and warrants that as of the date hereof no Event of Default exists and no event which with the giving of notice or passage of time (or both) will result in an Event of Default exists, under the L/C Note, the L/C Agreement, the Mortgage or the other Security Documents.

8. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

9. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

MORTGAGOR:

RIVER OAKS PARTNERS, an Illinois general partnership

By: THE PRIME GROUP, INC., an Illinois corporation, its managing general partner

By: _____
Its: _____

MORTGAGEE:

KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance company

By: [Signature]
Its: EXECUTIVE VICE PRESIDENT

By: [Signature]
Its: VICE PRESIDENT

SWISS BANK CORPORATION,
CHICAGO BRANCH

By: _____
Its: _____

By: _____
Its: _____

(LEV\09093\006.B)

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

MORTGAGOR:

RIVER OAKS PARTNERS, an Illinois general partnership

By: THE PRIME GROUP, INC., an Illinois corporation, its managing general partner

By: _____
Its: _____


MORTGAGEE:

KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance company

By: _____
Its: _____

By: _____
Its: _____

SWISS BANK CORPORATION,
CHICAGO BRANCH

By: 
Its: By Daniel Straiff
Vice President

By: 
Its: William A. McDonnell
Asst. Vice President

(LEV\09093\006.8)

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

MORTGAGOR:

RIVER OAKS PARTNERS, an Illinois general partnership

By: THE PRIME GROUP, INC., an Illinois corporation, its managing general partner

By: Michael W. Rericha
Its: President

MORTGAGEE:

KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance company

By: _____
Its: _____

By: _____
Its: _____

SWISS BANK CORPORATION,
CHICAGO BRANCH

By: _____
Its: _____

By: _____
Its: _____

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that SP Timber Co. and Timber personally known to me to be the VP and VP of Kemper Investors Life Insurance Company, an Illinois insurance corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of June, 1992.

[NOTARY SEAL]

Terri A. Bonnema
Notary Public

My Commission Expires:

12/29/95



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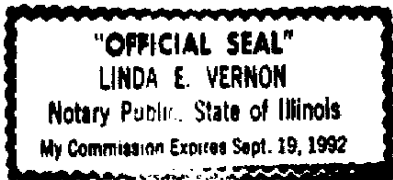
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Linda E. Vernon, a Notary Public in and for the County and State aforesaid, do hereby certify that K. Daniel Shuff and William A. McDonnell personally known to me to be the Vice President and Asst. Vice President respectively, of Swiss Bank Corporation, a banking organization, the Chicago Branch of which is licensed by the State of Illinois, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed such instrument, duly authorized on behalf of such corporation not personally but as trustee as set forth therein, as their free and voluntary act and the free and voluntary act of such corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of June, 1992.

L. E. Vernon
 Notary Public



My Commission Expires:
9/19/92

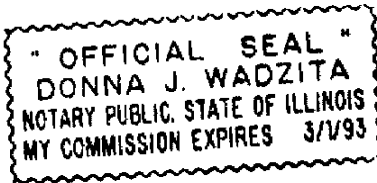
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Donna J. Wadzita, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael W. Reschke, personally known to me to be the President of The Prime Group, Inc., an Illinois corporation and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and sealed such instrument, duly authorized on behalf of such corporation as managing general partner of the partnership aforesaid, as his free and voluntary act and the free and voluntary act of such corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1992.

Donna J. Wadzita
Notary Public



My Commission Expires:

3/1/93

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Exhibit A

PARCEL 1: THE NORTHERLY 150 FEET OF LOT 106 IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 107, 108, 109, 110 AND 111 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF PRAIRIE AVENUE AND ALSO EXCEPT THAT PART OF SAID LOT 111 LYING SOUTH OF PRAIRIE AVENUE AS OPENED), IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20, AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: :

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 109; THENCE SOUTH 08 DEGREES 39 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID LOTS 109, 110 AND 111, 230.00 FEET; THENCE NORTH 55 DEGREES 34 MINUTES 59 SECONDS WEST (MEASURE NORTH 55 DEGREES 32 MINUTES 28 SECONDS WEST, ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURED 23.29 FEET) TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOTS 109 AND 110; THENCE NORTH 08 DEGREES 39 MINUTES 51 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 230.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 109; THENCE SOUTH 55 DEGREES 34 MINUTES 59 SECONDS EAST (MEASURE SOUTH 55 DEGREES 32 MINUTES 28 SECONDS EAST) ALONG THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURE 23.29 FEET) TO THE PLACE OF BEGINNING, ALL IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS /DLS/

09-17-421-019, 020, 021, 022
030-037

1015 E Glenwood Avenue
Des Plaines

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EXHIBIT B

THE SOUTHEASTERLY 8.0 FEET OF LOT 100 (EXCEPT THE NORTHEASTERLY 150.00 FEET THEREOF) AND LOTS 101 THROUGH 106 BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF PRAIRIE AVENUE AS RECORDED OCTOBER 30, 1941 BY DOCUMENT #12785378) ALSO (EXCEPT THE NORTHEASTERLY 150.00 FEET OF LOTS 101, 102, 103, 104 AND 106) ALL IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES) BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 23, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89 17 421 029
800 S / Des Plaines
Prairie Road

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