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SSS 288130/7422V

## FIFTH MODIFICATION OF MORTGAGE

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revised and re-  
7/30

THIS FIFTH MODIFICATION OF MORTGAGE (hereinafter referred to as the "Fifth Modification of Mortgage"), dated as of this 30th day of June, 1991, is executed by LASALLE NATIONAL TRUST, N.A., as successor trustee to LASALLE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated February 18, 1985 and known as Trust No. 110845, whose address is 135 South LaSalle Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagor") to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION, whose address is 410 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Principal Note dated September 15, 1987, in the principal amount of SEVEN MILLION AND NO/100 (\$7,000,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note"), and

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THIS DOCUMENT PREPARED BY  
AND SHOULD BE RETURNED TO  
AFTER RECORDING:

Benjamin J. Randall  
Katz Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601

KRW File No. 2441.163A

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WHEREAS, Mortgagor and Mortgagee did, by First Modification of Principal Note (hereinafter referred to as the "First Modification of Principal Note") dated as of October 31, 1987, amend the Note to extend its Maturity Date from October 31, 1987 to December 31, 1987; and

WHEREAS, Mortgagor and Mortgagee did, by Second Modification of Principal Note (hereinafter referred to as the "Second Modification of Principal Note") dated as of December 31, 1987 amend the Note to extend its maturity date from December 31, 1987 to June 30, 1989; and

WHEREAS, Mortgagor and Mortgagee did by Third Modification of Principal Note (hereinafter referred to as the "Third Modification of Principal Note") dated as of March 8, 1988, amend the Note to provide that certain "Additional Collateral" described in a certain Modification of Construction Loan Agreement and Other Loan Documents dated as of March 8, 1988 executed by Mortgagor, Mortgagor's beneficiary, the guarantors of the Note and Mortgagee would be deemed to secure repayment of the Note; and

WHEREAS, Mortgagor and Mortgagee did, by Fourth Modification of Principal Note (hereinafter referred to as the "Fourth Modification of Principal Note") dated as of December 28, 1989 amend the Note to, among other things, extend the Maturity Date to July 1, 1991; and

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WHEREAS, Mortgagor and Mortgagee did by Fifth Modification of Principal Note (hereinafter referred to as the "Fifth Modification of Principal Note"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, amend the Note to, among other things, extend the Maturity Date to March 31, 1993; and

WHEREAS, as security for the Note, the Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement dated concurrently with the Note, which was recorded on September 21, 1987 with the Recorder of Deeds, Cook County, Illinois as Document No. 87513500 (said mortgage is hereinafter referred to as the "Mortgage"), on certain real estate as described on Exhibit "B" attached hereto and by this reference incorporated herein; and

WHEREAS, Mortgagor and Mortgagee did, by First Modification of Mortgage dated October 31, 1987 and recorded in the Office of the Cook County Recorder of Deeds on December 29, 1987 as Document Number 87676980, by Second Modification of Mortgage dated as of December 31, 1987 and recorded in the Office of the Cook County Recorder of Deeds on January 21, 1988 as Document No. 88031596 and by Third Modification of Mortgage dated as of March 8, 1988 and recorded in the Office of the Cook County Recorder of Deeds on March 9, 1988 as Document Number 88099437 and by Fourth Modification

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of Mortgage dated as of December 28, 1989 and recorded in the Office of the Cook County Recorder of Deeds on January 4, 1990 as Document No. 90004244 (said Modifications are hereinafter collectively referred to as the "Modifications of Mortgage"), modify and amend the Mortgage to refer to the Note as amended by the aforesaid First Modification of Principal Note, Second Modification of Principal Note, Third Modification of Principal Note and Fourth Modification of Principal Note; and

WHEREAS, Mortgagor and Mortgagee desire to further modify the Mortgage to refer to the Note, as modified by the aforesaid First Modification of Principal Note, Second Modification of Principal Note, Third Modification of Principal Note, Fourth Modification of Principal Note and Fifth Modification of Principal Note (hereinafter referred to collectively as the "Modifications of Note").

NOW, THEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:



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1. The aforesaid recitals are hereby incorporated into this Fifth Modification of Mortgage as if fully set forth in this Paragraph 1.

2. The Mortgage, as heretofore modified, shall be deemed to secure the Note as modified by the Modifications of Note.

3. Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage as modified by the Modifications of Mortgage and as heretofore and herein modified.

4. This agreement shall be governed and construed under the laws of the State of Illinois.

5. Except as modified herein, the terms, conditions and covenants of the Mortgage, as previously modified, shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Fifth Modification of Mortgage and the Mortgage, as previously modified, the terms herein shall first control.

6. This Fifth Modification of Mortgage may be executed in one or more counterparts and when taken together, such counterparts shall be deemed to constitute one and the same instrument.



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7. This Fifth Modification of Mortgage is executed by LASALLE NATIONAL TRUST, N.A. as successor trustee to LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated February 18, 1986 and known as Trust No. 110845 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have dated this Fifth Modification of Mortgage as of the day and year first above written and have executed this document as of the 1<sup>st</sup> day of March, 1992.

MORTGAGOR:

LASALLE NATIONAL TRUST, N.A. as successor trustee to LASALLE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated February 18, 1986 and known as Trust No. 110845

ATTEST:

Nancy A. Stack  
Its: ASSISTANT SECRETARY

BY: [Signature]  
Its: SR. VICE PRESIDENT

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## CONSENT OF BENEFICIARY

The undersigned being the sole beneficiary of Mortgagor hereby consents to and approves the foregoing Fifth Modification of Mortgage and agrees with the terms and conditions therein contained as of this 1<sup>st</sup> day of March, 1992.

621 PLYMOUTH COURT ASSOCIATES, an Illinois limited partnership

By: United Southwest Corporation,  
its general partner

By: [Signature]  
Its:

## CONSENT OF MORTGAGOR

The undersigned consents to and approves the foregoing Fifth Modification of Mortgage as of this 1<sup>st</sup> day of March, 1992.

BOULEVARD BANK NATIONAL ASSOCIATION

By: [Signature]

Its: Vice President

## CONSENT OF FIRST MORTGAGOR

The undersigned consents to and approves the foregoing Fifth Modification of Mortgage as of this 1<sup>st</sup> day of March, 1992.

HELLER FINANCIAL

By: [Signature]

Its: A.V.P.

1992 3 2 11:40

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STATE OF Michigan )  
COUNTY OF Kent )

I, Georgia L. C. Neill, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Edward F. Hawick, a \_\_\_\_\_ of UNITED SOUTHWEST CORPORATION, General Partner of 621 PLYMOUTH COURT ASSOCIATES, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of UNITED SOUTHWEST CORPORATION, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 30th day of June, 1992.

Georgia L. C. Neill  
Notary Public  
Kent County, Michigan  
My Commission expires 6/10/96.

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, JANET M. DAGENAIS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK DOMASH, as Asst. V.P. President of Heller Financial and N/A, as N/A Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. V.P. President and N/A Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said N/A Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own 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 5th day of August, 1992.

Janet M. Dagenais  
Notary Public

"OFFICIAL SEAL"  
JANET M. DAGENAIS  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 10/10/94



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EXHIBIT "A"

Fifth Modification of Principal Note

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SSS 298240/7424V

## FIFTH MODIFICATION OF PRINCIPAL NOTE

THIS FIFTH MODIFICATION OF PRINCIPAL NOTE, dated as of the 30th day of June, 1991, by LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, not personally or individually, but as Trustee under Trust Agreement dated February 18, 1986 and known as Trust No. 110845 (hereinafter referred to as "Mortgagor"), to and for the benefit of BOULEVARD BANK NATIONAL ASSOCIATION (hereinafter referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Principal Note dated September 15, 1987 in the principal amount of SEVEN MILLION AND NO/100 (\$7,000,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note"); and

WHEREAS, as security for the Note, Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement dated concurrently with the Note (hereinafter referred to as the "Mortgage") which was recorded on September 21, 1987 in Cook County, Illinois as Document No. 87513500 on certain real estate as described therein (hereinafter referred to as the "Mortgaged Premises"); and

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WHEREAS, Mortgagor and Mortgagee, by First Modification of Principal Note dated October 31, 1987, by Second Modification of Principal Note dated as of December 31, 1987, by Third Modification of Principal Note dated as of March 8, 1988 and by Fourth Modification of Principal Note dated as of December 28, 1989 (said Modifications are hereinafter collectively referred to as the "Note Modifications"), have previously modified and amended the Note by, among other things, extending the Maturity Date to July 1, 1991 and providing additional collateral to secure the repayment of the Note; and

WHEREAS, the Mortgage was modified by First Modification of Mortgage dated as of October 31, 1987 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 87676980, by Second Modification of Mortgage dated as of December 31, 1987 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 88031596, by Third Modification of Mortgage dated as of March 8, 1988 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 88099437, and by Fourth Modification of Mortgage dated as of December 28, 1989 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 90004244, to refer to the Note as modified by the Note Modifications; and

WHEREAS, the Mortgagor defaulted in its payments due pursuant to the Note and as a result, Mortgagee commenced a mortgage

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foreclosure proceeding (hereinafter referred to as the "Foreclosure Proceeding") titled Boulevard Bank National Association v. LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank as trustee under Trust Agreement dated February 18, 1986 and known as Trust No. 110845, et al., filed in the Circuit Court of Cook County as Case No. 91 CH 3145.

WHEREAS, Mortgagor has requested that Mortgagee dismiss the Foreclosure Proceeding without prejudice and modify the Note on the terms and conditions herein set forth; and

WHEREAS, certain of the individuals who have guaranteed the prompt repayment of the Note own a controlling interest in the beneficiary of Mortgagor and in Hawthorn Associates Limited Partnership, an Illinois limited partnership (hereinafter referred to as "Hawthorn"); and

WHEREAS, Hawthorn is the owner of 100% of the beneficial interest in LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank as trustee under trust agreement dated September 7, 1988 and known as Trust No. 113734 (hereinafter referred to as "Trust No. 113734"); and

WHEREAS, Trust No. 113734 is the owner of certain subdivided property known as Hawthorn Estates Subdivision, Vernon Hills, Illinois, legally described in Exhibit "A" attached hereto

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