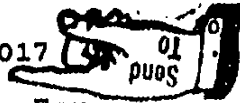


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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

92729536

Loeb and Loeb
1000 Wilshire Boulevard
Suite 1800
Los Angeles, California 90017



DEPT-01 RECORDING \$43.50
T#4444 TRAN 9101 10/01/92 13:34:00
#8089 #13 # 92-729536
COOK COUNTY RECORDER

Attention: Susan V. Noonoo, Esq.

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

(Buttitta)

ORIGINAL

MODIFICATION AGREEMENT (Cross-Collateralization)

THIS MODIFICATION AGREEMENT (this "Agreement"), executed as of this 15th day of September 1992, by and between THE CHASE MANHATTAN BANK, N.A., a national banking association ("Lender"), and EASTHOLME PARTNERS, a California limited partnership ("Borrower"), is made with reference to the following facts:

A. In December 1987, Lender made a Fourteen Million Four Hundred Forty-Five Thousand Four Hundred and One Dollar (\$14,445,401) construction loan (the "Construction Loan") to The Anden Group, A California Limited Partnership ("Anden"), pursuant to the terms of that certain Building Loan Agreement (the "Construction Loan Agreement") dated December 11, 1987. The Construction Loan is evidenced by that certain Promissory Note (the "Construction Note") dated December 11, 1987, made by Anden to the order of Lender, in the original principal sum of Fourteen Million Four Hundred Forty-Five Thousand Four Hundred and One Dollars (\$14,445,401), and is secured by, inter alia, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Construction Mortgage") dated December 11, 1987, recorded in the Official Records (the "Official Records") of Cook County, Illinois on December 17, 1987, as Instrument No. 3675143, encumbering certain real property (the "Property") situated in Cook County, Illinois, more particularly described in Exhibit "A" attached hereto and made a part hereof.

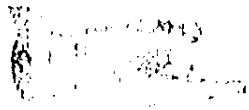
B. The Construction Loan Agreement and Construction Note have been amended and/or modified pursuant to the terms of (i) that certain First Amendment to Building Loan Agreement and Note dated August 1, 1988, whereby the principal amount of the Construction Loan was increased to \$15,386,000; (ii) that certain Second Amendment to Building Loan Agreement and Note dated June 28, 1990, whereby the principal amount of the Construction Loan was increased to \$15,934,998; and (iii) that certain Third Amendment to Building Loan Agreement and Note dated August __, 1991, whereby the principal balance of the Construction Loan was increased to \$16,782,240. Hereinafter, the terms "Construction Loan" and "Construction Note" shall be construed to reflect the amendments and/or modifications effected by the above-referenced agreements.

C. The Construction Mortgage has been amended and/or modified pursuant to the terms of (i) that certain

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First Modification to Building Loan Mortgage dated August 3, 1988, (ii) that certain Second Modification to Building Loan Mortgage dated June 28, 1990, recorded in the Official Records on July 25, 1990, as Instrument No. 90358908, and (iii) that certain Third Modification to Building Loan Mortgage dated June 30, 1991, recorded in the Official Records on September 20, 1991, as Instrument No. 91489809. Hereinafter, the term "Construction Mortgage" shall be construed to reflect the amendments and/or modifications effected by the above-referenced agreements.

D. In November 1990, Anden executed, for the benefit of Lender, a Mortgage, Assignment of Leases and Rents and Security Agreement dated November 30, 1990, recorded in the Official Records on January 24, 1991, as Instrument No. 91036745, encumbering the Property, to serve as additional collateral for a Five Million Dollar (\$5,000,000) loan (the "Fontana Loan") made by Lender to Anden with respect to certain real property located in the City of Fontana, County of San Bernardino, State of California, which Mortgage, Assignment of Leases and Rents and Security Agreement is being modified concurrently herewith pursuant to the terms of that certain Modification Agreement of even date herewith, by and between Borrower and Lender (as so modified, the "Fontana Mortgage").

E. In April 1991, Anden executed, for the benefit of Lender, a Mortgage, Assignment of Leases and Rents and Security Agreement (the "Cross-Collateralization Mortgage") dated April 15, 1991, recorded in the Official Records on May 31, 1991, as Instrument No. 91260791, encumbering the Property, for the purpose of cross-collateralizing the Construction Loan with certain other loans previously made by Lender to Anden.

F. In August 1991, Lender made to Anden a Seven Hundred Fifty Thousand Dollar (\$750,000) additional advance (the "Additional Advance") pursuant to the terms of that certain Letter Loan Agreement dated August 26, 1991, evidenced by that certain Promissory Note (the "Additional Note") dated June 30, 1991, made by Anden to the order of Lender, in the original principal sum of Seven Hundred Fifty Thousand Dollars (\$750,000), and is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Additional Mortgage") dated August 26, 1991, recorded in the Official Records on September 20, 1991, as Instrument No. 91489810, encumbering the Property.

G. Hereinafter, the Construction Loan and the Additional Advance shall be collectively referred to as the "Project Loan"; the Construction Note and the Additional Note shall be collectively referred to as the "Project Note"; and the Construction Mortgage and the Additional Mortgage shall be collectively referred to as the "Project Mortgage".

H. The Project Loan Agreement, the Project Note, the Project Mortgage, the Fontana Mortgage, the Cross-Collateralization Mortgage and any other documents securing or pertaining to the Project Loan shall sometimes hereinafter be referred to as the "Project Loan Documents."

I. Anden has transferred title to the Property to Borrower and has requested that Lender consent to such

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transfer, and Lender has agreed to so consent pursuant to and in accordance with the terms and provisions of that certain Assumption, Modification and Extension Agreement (the "Assumption Agreement") of even date herewith, by and between Lender and Borrower.

J. Concurrently herewith, (a) Lender and Borrower are entering into, among other things, that certain Credit Agreement (the "Credit Agreement") of even date herewith, pursuant to which, among other things, at the request of Anden and Borrower, Lender has agreed to extend credit (the "New Loan") to Borrower subject to the terms and conditions set forth in the Credit Agreement, and (b) Lender, Anden and certain other affiliated parties (collectively, with Anden, the "Anden Parties") are entering into that certain Mutual Release Agreement (the "Mutual Release") of even date herewith, pursuant to which Lender and the Anden Parties shall each release the other from, among other things, their respective obligations and liabilities under the Project Loan, the Fontana Loan and other matters as more particularly described therein. Certain obligations of Borrower under the New Loan shall be secured by a Mortgage, Assignment of Leases and Rents and Security Agreement (the "New Mortgage") of even date herewith, executed by Borrower in favor of Lender and being recorded in the Official Records concurrently herewith.

K. Borrower has requested and Lender has agreed to modify certain provisions of the Cross-Collateralization Mortgage as more fully provided herein.

L. All capitalized terms not otherwise defined herein shall have the same meanings attributed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Modification of Cross-Collateralization Mortgage.

(a) Paragraphs (a), (b), and (c) of Section 3.13 of the Cross-Collateralization Mortgage shall be, and hereby are deleted in their entirety and any reconveyance by Lender shall be governed by Section 8.5 of the Credit Agreement and any payments resulting from such reconveyance shall be applied in accordance with Section 4.3.4 of the Credit Agreement.

(b) Section 2.01(j) is hereby deleted and the following is inserted in lieu thereof:

"(j) The occurrence of an Event of Default under that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated September 15, 1992, executed by Eastholme Partners, a California limited partnership ("Eastholme"), as mortgagor, in favor of Mortgagee (the "New Mortgage"), for the purpose of securing that certain

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\$2,119,000 Note made by Eastholme to the order of Mortgagee, dated concurrently therewith."

(c) A new Section 2.09 shall be inserted at the end of Article II as follows:

"2.09 If an Event of Default has occurred hereunder and (i) such default does not constitute a material breach of covenant, representation or warranty with respect to the Mortgaged Property and (ii) no Event of Default has occurred and is continuing under the First Mortgage, the New Mortgage or any other mortgage encumbering the Mortgaged Property or any part thereof, then, notwithstanding any acceleration of the Note or any other provision of this Mortgage to the contrary, Mortgagee shall forbear from exercising any of its rights and remedies hereunder until the earlier of (A) the maturity date of the Project Note, (B) the occurrence of an Event of Default on the First Mortgage or New Mortgage or (C) the occurrence of an Event of Default hereunder which constitutes a breach of covenant, representation or warranty with respect to the Mortgaged Property."

2. Acknowledgment of Transfer and Assumption.

Lender and Borrower hereby acknowledge that pursuant to the terms and conditions of the Assumption Agreement (i) Anden has transferred to Borrower all of Anden's right, title and interest in and to the Property, (ii) Borrower has assumed all of Anden's obligations with respect to the Project Loan Documents and (iii) Lender has consented to the above-referenced transfer subject to the terms and conditions set forth therein. Without limiting the generality of the foregoing, Borrower expressly acknowledges and agrees, as of the Closing Date, that Borrower has no offsets, claims, defenses or counterclaims whatsoever against any of the obligations under the Project Note, the Project Mortgage or any of the other Project Loan Documents, and Borrower agrees hereafter not to assert any such presently existing offsets, claims, counterclaims or defenses, or any other such presently existing causes of action against Lender.

3. Conditions Precedent. The modifications of the Cross-Collateralization Mortgage set forth in Paragraph 1 hereof are subject to the satisfaction of the following conditions precedent:

(a) Lender shall have received: (i) four (4) duplicate originals of this Agreement, duly executed by Borrower, (ii) four (4) duplicate originals of the Credit Agreement duly executed by Borrower, and (iii) the other New Loan Documents, duly executed and acknowledged (where appropriate) by all parties thereto (except for Lender);

(b) All of the conditions precedent set forth in Article 7 of the Credit Agreement shall have been satisfied;

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(c) Borrower shall have paid or caused to be paid all of Lender's costs and expenses incurred in connection with the preparation, documentation, execution and closing of the transactions contemplated by this Agreement and the Credit Agreement, including, without limitation, all of Lender's attorneys' fees and costs, escrow charges, recording fees and title costs; and

(d) Borrower shall not be in default with respect to this Agreement, the Project Loan Documents, the Credit Agreement or any of the other New Loan Documents.

4. Costs and Expenses. Borrower hereby agrees to pay all costs and expenses incurred by Lender after the Closing Date relating to any subsequent modification of the Cross-Collateralization Mortgage and/or the Project Loan Documents, including, without limitation, all of Lender's attorneys' fees and costs, escrow charges, recording fees and title costs.

5. Notices. Notwithstanding anything to the contrary contained in the Project Loan Documents, all communications, notices and demands of any kind which any party hereto may be required or may desire to serve upon any other party shall be in writing and shall be personally served upon such party, mailed by United States registered or certified mail, postage prepaid, return receipt requested, or sent by a locally-recognized courier service for same day or next day delivery, to be confirmed in writing by such courier, addressed as follows:

If to Lender: The Chase Manhattan Bank, N.A.
101 Park Avenue
15th Floor
New York, New York 10178
Attention: Real Estate Finance

With a copy to: Chase National Corporate Services,
Inc.
801 South Grand Avenue
14th Floor
Los Angeles, California 90017
Attention: Clifford L. Rooke
Vice President

And a copy to: Loeb and Loeb
1000 Wilshire Boulevard
Suite 1800
Los Angeles, California 90017
Attn: Susan V. Noonoo, Esq.

If to Borrower: Eastholme Partners
c/o The Anden Group
21515 Vanowen Street
Suite 116
Canoga Park, California 91303

With a copy to: L. David Cole, Esq.
9601 Wilshire Boulevard
Suite 800
Beverly Hills, California 90210

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And a copy to: Proskauer Rose Goetz & Mendelsohn
2121 Avenue of the Stars
Suite 2700
Los Angeles, California 90067
Attn: Marvin Sears, Esq.

And a copy to: Banyan Management Corp.
150 S. Wacker Drive
Suite 2900
Chicago, Illinois 60606
Attn: Neil D. Hansen

And a copy to: Shefsky & Froelich, Ltd.
444 N. Michigan Avenue
Suite 2600
Chicago, Illinois 60611
Attn: Kenneth Bosworth, Esq.

And a copy to: Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: Donald Shindler, Esq.

Any party may change its address by giving the other parties written notice of its new address as herein provided. Notices given pursuant to this Paragraph 5 shall be deemed delivered when actually received or refused by the party to whom such notice is sent, unless such notice is mailed, in which event such notice shall be deemed received on the day of actual delivery (as shown by return receipt) or at the expiration of the third (3rd) day after the day of mailing, whichever occurs first.

6. Entire Agreement. This Agreement, the Credit Agreement and all documents described herein or therein contain the entire understanding between the parties with respect to the subject matter hereof. This Agreement and the Cross-Collateralization Mortgage shall not be further amended except by a writing signed by Lender, Borrower, and any consenting parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Without limiting Lender's rights under the Project Loan Documents, Lender shall have the right to assign its interest in this Agreement and the Project Loan Documents and to disclose any information regarding the Project Loan Documents to any assignee.

8. Waiver of Right to Trial by Jury. BORROWER HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, ANY OF THE PROJECT LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS

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OF ANY OF THE PARTIES TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER EXECUTING THIS AGREEMENT.


Borrower

9. Governing Law. This Agreement shall be governed by and construed in accordance with the provisions of Section 3.14 of the New Mortgage.

10. Consistency. Notwithstanding anything set forth in Paragraph 6 above, in the event of any conflict or inconsistency between the terms of this Agreement, the Cross-Collateralization Mortgage, as modified hereby, and the Credit Agreement, the terms of the Credit Agreement shall prevail.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

12. Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

13. Representation by Counsel. The parties hereto have each retained counsel to represent them in the transactions contemplated herein, have read and understand this Agreement and have been advised by their respective counsel with respect to their rights and obligations under this Agreement. Accordingly, the parties hereto hereby agree that the principle of construction against draftsmen

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shall have no application in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

"Lender"

THE CHASE MANHATTAN BANK, N.A.,
a national banking association

By _____
Its _____

"Borrower"

EASTHOLME PARTNERS,
a California limited partnership

By: ESDEN PARTNERS,
a California limited
partnership,
Managing General Partner

By: ESR CORPORATION, a
California Corporation,
General Partner

By _____
Its _____

By _____
Its _____

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12/15/2011

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shall have no application in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

"Lender"

THE CHASE MANHATTAN BANK, N.A.,
a national banking association

By *Quinton C. Van Wyken, Jr.*
Its QUINTON C. VAN WYKEN, JR.
Vice President

"Borrower"

EASTHOLME PARTNERS,
a California limited partnership

By: ESDEN PARTNERS,
a California limited
partnership,
Managing General Partner

By: ESR CORPORATION, a
California corporation,
General Partner

By _____
Its _____

By _____
Its _____

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BORROWER

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On September 16, 1992, before me, Janice A Long,
a Notary Public, personally appeared Jun Des Pasquas
and Charles Hamilton, personally known to me (or
proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Janice A Long
Notary Public

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11/11/2011

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11/11/2011

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CHASE

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On SEP 16 1992, before me, SYLVIA S. SPIELBERG,
a Notary Public, personally appeared QUINTON C. VAN WYNEN, JR.,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument
the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Sylvia S. Spelly
Notary Public
SYLVIA S. SPIELBERG
Notary Public, State of New York
No. 01SP4966759
Qualified in Kings County
Commission Expires May 14, 1994

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2011-11-10

AL 500 11-10-11

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

60603-1000

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LEGAL DESCRIPTION:

REAL PROPERTY situated in the City of Streamwood, County of Cook, State of Illinois, and described as follows:

LOTS 2, 50; LOTS 83, 85 THROUGH 90 BOTH INCLUSIVE IN WHISPERING POND, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1989 AS DOCUMENT NUMBER 89068145, IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers:

06-22-414-002 (Lot 2)
06-22-415-018 (Lot 50)
06-22-415-051 (Lot 83)
06-22-415-053 (Lot 85)
06-22-415-054 (Lot 86)
06-22-416-001 (Lot 87)
06-22-416-002 (Lot 88)
06-22-416-003 (Lot 89)
06-22-416-004 (Lot 90)

Address: Irving Park Road and Route 59
Streamwood, Illinois

EXHIBIT "A"

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