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RECORDING REQUESTED BY:
ELIZABETH S. HELM
DONOHUE, JAMESON & CARROLL
1201 ELM STREET, SUITE 3400
DALLAS, TEXAS 75270

21k Grove

R Please return to: RICK LUGGHESE
Ticor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: N5930-14 - A

WHEN RECORDED SEND TO
ELIZABETH S. HELM
DONOHUE, JAMESON & CARROLL
1201 ELM STREET, SUITE 3400
DALLAS, TEXAS 75270

92905194

FIRST AMENDMENT TO AMENDED AND RESTATED
MORTGAGE AND SECURITY AGREEMENT

among

L. QUINTA MOTOR INNS, INC.,

NATIONSBANK OF TEXAS, N.A.,
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE,
CRESTAR BANK, TRUSTEE,

and

UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE

92905194

DATED AS OF:

November 1, 1992

DEPT-01 RE/ORDING \$45.00
T#5555 TR# 2875 12/02/92 14:48:00
89099 # E # -92-905194
COOK COUNTY RECORDER

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FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made as of this 1st day of November, 1992, to alter and amend that Amended and Restated Mortgage and Security Agreement (the "Mortgage") dated as of June 1, 1992 from Grantor (as hereinafter defined) for the equal and ratable benefit of Beneficiaries (as hereinafter defined), recorded at 92-409117 of the Cook County Recorder, by LA QUINTA MOTOR INNS, INC., a corporation organized and existing under and by virtue of the laws of the State of Texas ("Grantor"), and UNITED STATES TRUST COMPANY OF NEW YORK, as trustee, together with its successors and assigns, in its capacity as trustee for the owners of the Elk Grove Bonds (hereinafter defined) (the "Elk Grove Trustee"), CRESTAR BANK, successor to UNITED VIRGINIA BANK, together with its successors and assigns, in its capacity as trustee for the owners of the Virginia Bonds (as defined in the Mortgage) (the "Virginia Trustee"), THE FIRST NATIONAL BANK OF CHICAGO, together with its successors and assigns, in its capacity as trustee for the holders of the Bonds described herein other than the Elk Grove Bonds and the Virginia Bonds, the Virginia Trustee, the Elk Grove Trustee and The First National Bank of Chicago, in its capacity as trustee for the owners of the Bonds described in the Mortgage other than the Elk Grove Bonds and the Virginia Bonds, are herein collectively referred to as the "Trustees"), and NATIONSBANK OF TEXAS, N.A., a national banking association (the "Bank"). Hereinafter, the Trustees and the Bank are collectively referred to as the "Beneficiaries," unless otherwise specified.

W I T N E S S E T H:

WHEREAS, Grantor desires to amend the Mortgage to describe in more detail the indebtedness secured by the Mortgage, to replace the description of the Harlingen Bonds with the description of the Nacogdoches Bonds (as defined herein), and to make certain other changes agreeable to the parties;

WHEREAS, the Beneficiaries are willing to amend the Mortgage in the manner set forth in this instrument;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. All defined terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. The first paragraph of paragraph (a) is deleted, and the following subparagraph is substituted therefor:

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"(a) the payment of all the Indebtedness (as defined in the hereinafter identified Reimbursement Agreements) of the Grantor and LO-Baton Rouge Joint Venture (the 'Joint Venture') to the Bank, and also including, without limitation, all indebtedness now or hereafter existing, incurred by the Grantor and the Joint Venture under or in connection with the following described Reimbursement Agreements by and between the Grantor or the Joint Venture and the Bank (such Reimbursement Agreements, as the same may from time to time be amended, modified or supplemented in accordance with their respective terms, hereinafter individually called a 'Reimbursement Agreement' and collectively called the 'Reimbursement Agreements');"

3. Paragraph a. is amended to add the following paragraph after a.(x)(j):

"(xiv) Reimbursement Agreement dated as of November 1, 1992 providing for the issuance by the Bank of the Nacogdoches Letter of Credit (hereinafter defined);"

4. Paragraph a.(xi) and (xiii) are deleted and the following paragraphs are substituted therefor:

"(xi) Reimbursement Agreement dated as of June 1, 1992 providing for the issuance by the Bank of the Virginia Letter of Credit (hereinafter defined); and

(xiii) Reimbursement Agreement dated as of June 1, 1992, providing for the issuance by the Bank of the Baton Rouge Letter of Credit (hereinafter defined)."

5. The first paragraph of paragraph (b) is deleted, and the following paragraph is substituted therefor:

"(b) the payment of all indebtedness of the Grantor and the Joint Venture now or hereafter existing under the following described Loan Agreements, Refunding Agreements and Agreement of Sale with the following described Issuers (the 'Issuers') and the promissory notes issued by the Grantor and the Joint Venture thereunder:"

6. Paragraph b. is amended to add the following paragraph after b.(xiii):

"(xiv) Loan Agreement dated as of November 1, 1992 between the Grantor and the Nacogdoches Industrial Development Authority, Inc. providing for a loan to the Grantor in the principal amount of \$2,765,000 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;"

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7. Paragraphs b.(iv), (xi) and (xiii) are deleted and the following paragraphs are substituted therefor:

"(iv) Loan Agreement dated as of June 1, 1991, between the Grantor and the Savannah Economic Development Authority providing for a loan to the Grantor in the principal amount of \$3,550,000 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(xi) Agreement of Sale dated as of November 1, 1984 between the Grantor and the Peninsula Ports Authority of Virginia as amended providing for a loan to the Grantor in the principal amount of \$4,800,000 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto; and

(xiii) Refunding Agreement dated as of June 1, 1992, between LQ-Baton Rouge Joint Venture and the Industrial Development Board of the Parish of East Baton Rouge, Louisiana, Inc. providing for a loan to LQ-Baton Rouge Joint Venture in the principal amount of \$3,475,000 as evidenced by the promissory note of LQ-Baton Rouge Joint Venture issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;"

8. The first paragraph after subparagraph b.(xiv) is amended to add the words "and Agreement of Sale" after the words "Refunding Agreements" in the first line thereof.

9. Paragraph (c) is deleted and the following paragraph is substituted therefor:

"(c) the performance of all obligations of the Grantor under this Mortgage and of the Grantor and the Joint Venture in the other Related Documents to which the Grantor or the Joint Venture is a party (as such terms are defined in the Reimbursement Agreements), including the Reimbursement Agreements; and"

10. Paragraph d. is amended to add the following paragraph after a.(xiii):

"(xiv) Irrevocable Letter of Credit dated November 17, 1992 in the original amount of \$2,828,364.58 issued by the Bank on behalf of the Grantor for the benefit of The First National Bank of Chicago, as Trustee, in connection with the issuance of bonds (the 'Nacogdoches Bonds') by the Nacogdoches Industrial Development Authority, Inc. (the 'Nacogdoches Letter of Credit');"

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11. Paragraph d.(xiii) is deleted, and the following paragraph is substituted therefor:

"(xiii) Irrevocable Letter of Credit dated June 3, 1992, in the original amount of \$3,554,635.42, issued by the Bank on behalf of LQ-Baton Rouge Joint Venture for the benefit of The First National Bank of Chicago, as Trustee, in connection with the issuance of bonds by the Industrial Development Board of the Parish of East Baton Rouge, Louisiana, Inc. (the 'Baton Rouge Letter of Credit');"

12. Paragraph (e) is amended to add the words "and the Joint Venture" after the word "Grantor" in the next to last line thereof.

13. GRANTING CLAUSE SECOND is modified to delete the words "general intangibles" in the third line and "and general" in the fourth line and "intangibles" in the fifth line thereof.

14. The third paragraph of GRANTING CLAUSE THIRD is amended to add the words "or the Joint Venture, as appropriate," after the words "Grantor" in the second line thereof.

15. SECTION 1.02(v) is amended to add the words "and the Joint Venture" after the word "Grantor" in the sixth line thereof.

16. The first full paragraph after subparagraph 3.01(c) is amended to delete the last sentence thereof, and to substitute the following sentence therefor:

"The Grantor shall, however, use reasonable efforts within its power to cure a default hereunder during the pendency of a force majeure; provided, that the Grantor shall in no event be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the reasonable judgment of Grantor, not in its interest."

17. SECTION 4.01 Effect of Mortgage is amended to delete the words "general" in the seventh line and "intangibles" in the eighth line thereof.

18. SECTION 7.01(b) is amended to substitute the name "Crestar Bank" for "United Virginia Bank."

19. SECTION 7.11 Certain Assignments and Subrogations is amended to add the words "and the Joint Venture" after the word "Grantor" in the third to the last line thereof.

20. SECTION 7.14(b) is amended to substitute the name "Crestar Bank" for "United Virginia Bank."

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21. Ratification. Except as amended by this Amendment, the Mortgage remains in full force and effect and is hereby ratified and confirmed.

22. General: This Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

THIS INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, Grantor, Trustees, and Beneficiaries having first been duly authorized, have caused this Mortgage to be executed in its name and by its officer, all as of the day and year first above written.

LA QUINTA MOTOR INNS, INC.

By: [Signature]
Name: Michael A. Depatie
Title: Senior Vice President - Finance

THE FIRST NATIONAL BANK OF CHICAGO

By: _____
Name: _____
Title: _____

CRESTAR BANK

By: _____
Name: _____
Title: _____

UNITED STATES TRUST COMPANY

By: [Signature]
Name: H. WILLIAM WEBER
Title: VICE PRESIDENT

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21. Ratification. Except as amended by this Amendment, the Mortgage remains in full force and effect and is hereby ratified and confirmed.

22. General: This Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

THIS INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, Grantor, Trustees, and Beneficiaries having first been duly authorized, have caused this Mortgage to be executed in its name and by its officer, all as of the day and year first above written.

LA QUINTA MOTOR INNS, INC.

By: [Signature]
Name: Michael A. Deane
Title: Senior Vice President - Finance

THE FIRST NATIONAL BANK OF CHICAGO

By: [Signature]
Name: R. D. Manella
Title: Vice President

CRESTAR BANK

By: _____
Name: _____
Title: _____

UNITED STATES TRUST COMPANY

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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21. Ratification. Except as amended by this Amendment, the Mortgage remains in full force and effect and is hereby ratified and confirmed.

22. General: This Amendment may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Grantor, Trustees, and Beneficiaries having first been duly authorized, have caused this Mortgage to be executed in its name and by its officer, all as of the day and year first above written.

LA QUINTA MOTOR INNS, INC.

By: _____
Name: _____
Title: _____

THE FIRST NATIONAL BANK OF CHICAGO

By: _____
Name: _____
Title: _____

CRESTAR BANK

By: *R. J. Royce*
Name: R. J. Royce
Title: Assistant Vice President

UNITED STATES TRUST COMPANY

By: _____
Name: _____
Title: _____

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NATIONSBANK OF TEXAS, N.A.

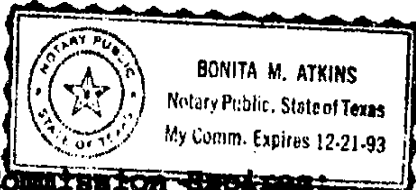
By: [Signature]
Name: Douglas E. Hutt
Title: Sr. Vice President

ACKNOWLEDGMENT OF LA QUINTA MOTOR INNS, INC.

STATE OF TEXAS
COUNTY OF ~~BEXAR~~ Dallas

On this 16th day of November, 1992, before me, the undersigned, Notary Public, personally appeared Michael A. Bryant, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires _____

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ACKNOWLEDGMENT OF THE FIRST NATIONAL BANK OF CHICAGO

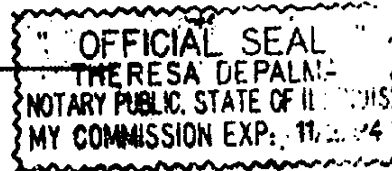
STATE OF ILLINOIS
COUNTY OF Cook

On this 13th day of November, 1992, before me, the undersigned, Notary Public, personally appeared R. D. Manella, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Theresa DePalma
Notary Public

My Commission Expires: _____



ACKNOWLEDGMENT OF CRESTAR BANK

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 1992, before me, the undersigned, Notary Public, personally appeared _____, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

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ACKNOWLEDGMENT OF THE FIRST NATIONAL BANK OF CHICAGO

STATE OF ILLINOIS
COUNTY OF _____

On this _____ day of _____, 1992, before me, the undersigned, Notary Public, personally appeared _____, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CRESTAR BANK

STATE OF Virginia
COUNTY OF Albemarle

On this 16th day of November, 1992, before me, the undersigned, Notary Public, personally appeared P J Royer, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

H. Leason Yelton
Notary Public

My Commission Expires: May 31, 1995

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ACKNOWLEDGMENT OF UNITED STATES TRUST COMPANY

STATE OF New York
COUNTY OF New York

On this 6th day of November, 1992, before me, the undersigned, Notary Public, personally appeared H. WILLIAM WEBER, 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 on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Thomas Mc Clutchison
Notary Public

My Commission Expires: _____

THOMAS McCUTCHEON
NOTARY PUBLIC, State of New York
No. 4965095
Qualified in Nassau County
Commission Expires April 16, 1994

ACKNOWLEDGMENT OF NATIONSBANK OF TEXAS, N.A.

STATE OF TEXAS
COUNTY OF DALLAS

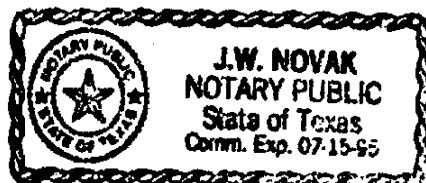
On this 13th day of November, 1992, before me, the undersigned, Notary Public, personally appeared Douglas E. Hutt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

J. W. Novak
Notary Public

My Commission Expires: July 15, 1995

AR0617A
10/20/92



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LEGAL DESCRIPTION OF PROJECT SITE

Lot 3 in La Quinta Resubdivision in the South West 1/4 of Section 23, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 20, 1984, as Document No. 27,262,582, in Cook County, Illinois.

MILWAUKEE GROVE, INC. A/C/M

Property of Cook County Clerk's Office

06-23-300-043

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EXHIBIT A