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29031

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

Schaumburg

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

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

92905195

FIRST AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT

among

LA 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

DATED AS OF:

November 1, 1992

• DEPT-01 RECORDING 949.00
• T4555 TRAM 2875 12/02/92 14:48:00
• 4912 E *-92-905195
• COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made as of this 1st day of November, 1992, to alter and amend that Mortgage and Security Agreement ("Mortgage") dated as of June 1, 1991 from Grantor (as hereinafter defined) for the equal and ratable benefit of Beneficiaries (as hereinafter defined), recorded in Volume _____, Page _____ of the _____, 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 THE FIRST NATIONAL BANK OF CHICAGO, as trustee, together with its successors and assigns, in its capacity as trustee for the owners of the Schaumburg Bonds (as defined in the Mortgage) (the "Schaumburg 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"), UNITED STATES TRUST COMPANY OF NEW YORK, together with its successors and assigns, in its capacity as trustee for the holders of the Elk Grove Bonds (as defined in the Mortgage) (the "Elk Grove Trustee") (the Schaumburg Trustee, 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 Schaumburg Bonds, are herein collectively referred to as the "Trustees"), and NATIONSBANK OF TEXAS, N.A., a national banking association, formerly known as NCNB Texas National Bank (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:

"(a) the payment of all the Indebtedness (as defined in the hereinafter identified Reimbursement Agreements) of the Grantor and LQ-Baton Rouge Joint Venture (the 'Joint Venture') to the Bank, and also including, without limitation, all

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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. Paragraphs a.(i), (ii), (iii), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii), (xiii) and (xiv) are deleted, and the following paragraphs are substituted therefor:

"(i) Reimbursement Agreement dated as of December 1, 1991, providing for the issuance by the Bank of the Aurora Letter of Credit (hereinafter defined);

(ii) Reimbursement Agreement dated as of July 1, 1991, providing for the issuance by the Bank of the Michigan Letter of Credit (hereinafter defined);

(iii) Reimbursement Agreement dated as of June 1, 1991, providing for the issuance by the Bank of the Georgia Letter of Credit (hereinafter defined);

(v) Reimbursement Agreement dated as of July 1, 1991, providing for the issuance by the Bank of the Texarkana Letter of Credit (hereinafter defined);

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

(vii) Reimbursement Agreement dated as of September 1, 1991, providing for the issuance by the Bank of the Bossier Letter of Credit (hereinafter defined);

(viii) Reimbursement Agreement dated as of November 1, 1991, providing for the issuance by the Bank of the El Paso Letter of Credit (hereinafter defined);

(ix) Reimbursement Agreement dated as of December 1, 1991, providing for the issuance by the Bank of the Wheat Ridge Letter of Credit (hereinafter defined);

(x) Reimbursement Agreement dated as of November 1, 1991, providing for the issuance by the Bank of the Eagle Pass Letter of Credit (hereinafter defined);

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

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

(xiii) Reimbursement Agreement dated as of January 1, 1992, providing for the issuance by the Bank of the California Letter of Credit (hereinafter defined); and

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

4. 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:"

5. Paragraphs b.(i), (ii), (iv), (v), (vii), (viii), (ix), (x), (xi), (xii), (xiii) and (xiv) are deleted and the following paragraphs substituted therefore:

"(i) Loan Agreement dated as of December 1, 1991, between the Grantor and the City of Aurora, Colorado, providing for a loan to the Grantor in the principal amount of \$3,605,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(iii) Loan Agreement dated as of July 1, 1991, between the Grantor and The Economic Development Corporation of the City of Kalamazoo, providing for a loan to the Grantor in the principal amount of \$2,740,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(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 \$3,550,000.00 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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(v) Loan Agreement dated as of July 1, 1991, between the Grantor and The Texarkana, Texas Industrial Development Corporation, providing for a loan to the Grantor in the principal amount of \$3,240,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(vi) 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 \$2,765,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(vii) Refunding Agreement dated as of September 1, 1991, between the Grantor and The Industrial Development Board of the Parish of Bossier, Louisiana, Inc., providing for a loan to the Grantor in the principal amount of \$2,250,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(viii) Loan Agreement dated as of November 1, 1991, between the Grantor and the City of El Paso, Industrial Development Authority, Incorporated, providing for a loan to the Grantor in the principal amount of \$2,530,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(ix) Loan Agreement dated as of December 1, 1991, between the Grantor and the City of West Ridge, Colorado, providing for a loan to the Grantor in the principal amount of \$3,190,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(x) Loan Agreement dated as of November 1, 1991, between the Grantor and the Maverick County Industrial Development Corporation, providing for a loan to the Grantor in the principal amount of \$3,030,000.00 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) Loan Agreement dated as of October 1, 1984, between the Grantor and the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, as amended, providing for a loan to the Grantor in the principal amount of \$4,800,000.00 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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(xii) 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 \$4,800,000.00 as evidenced by the promissory note of the Grantor issued pursuant to such Loan Agreement in the form set forth in Exhibit 'A' thereto;

(xiii) Loan Agreement dated as of January 1, 1992, between the Grantor and the City of San Bernardino, providing for a loan to the Grantor in the principal amount of \$6,670,000.00 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

(xiv) 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 \$3,475,000.00 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."

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

7. 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"

8. Paragraphs d.(i), (ii), (iii), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii), (xiii) and (xiv) are deleted and the following paragraphs substituted therefore:

"(i) Irrevocable Letter of Credit dated December 20, 1991, in the original amount of \$3,687,614.58, 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 by the City of Aurora, Colorado (the 'Aurora Letter of Credit');

(ii) Irrevocable Letter of Credit dated July 30, 1991, in the original amount of \$2,802,792.00, 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

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of bonds by The Economic Development Corporation of the City of Kalamazoo (the 'Michigan Letter of Credit');

(iii) Irrevocable Letter of Credit dated June 27, 1991, in the original amount of \$3,631,355.00, 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 by the Savannah Economic Development Authority (the 'Georgia Letter of Credit');

(v) Irrevocable Letter of Credit dated July 30, 1991, in the original amount of \$3,314,250.00, 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 by the Texarkana, Texas Industrial Development Corporation (the 'Texarkana Letter of Credit');

(vi) 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 by the Nacogdoches Industrial Development Authority, Inc. (the 'Nacogdoches Letter of Credit');

(vii) Irrevocable Letter of Credit dated October 11, 1991, in the original amount of \$2,301,562.50, 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 by the Industrial Development Board of the Parish of Bossier, Louisiana, Inc. (the 'Bossier Letter of Credit');

(viii) Irrevocable Letter of Credit dated November 19, 1991, in the original amount of \$2,587,979.17, 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 by the City of El Paso Industrial Development Authority, Incorporated (the 'El Paso Letter of Credit');

(ix) Irrevocable Letter of Credit dated December 13, 1991, in the original amount of \$3,263,104.17, 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 by the City of Wheat Ridge, Colorado (the 'Wheat Ridge Letter of Credit');

(x) Irrevocable Letter of Credit dated November 19, 1991, in the original amount of \$3,099,437.55, 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

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issuance of bonds by the Maverick County Industrial Development Corporation (the 'Eagle Pass Letter of Credit');

(xi) Irrevocable Letter of Credit dated June 8, 1992, in the original amount of \$4,531,655.00, 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 by the Village of Elk Grove Village, Cook and DuPage Counties (the 'Elk Grove Letter of Credit');

(xii) Irrevocable Letter of Credit dated June 8, 1992, in the original amount of \$4,531,655.00, 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 by the Peninsula Ports Authority of Virginia (the 'Virginia Letter of Credit');

(xiii) Irrevocable Letter of Credit dated January 22, 1992, in the original amount of \$6,822,854.17, 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 by the City of San Bernardino (the 'California Letter of Credit'); and

(xiv) 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')."

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

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

11. GRANTING CLAUSE THIRD is modified to add the words "relating to the Project" after the word "property" in the third line thereof.

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

13. The definition of "Code" in Section 1.01 is deleted and the following definition is substituted therefor:

"'Code' means the Internal Revenue Code of 1954, as amended."

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

15. SECTION 2.04 Maintenance of Mortgaged Property, is amended to delete the word "alter" in the twelfth line thereof, and to substitute the word "impair" therefor.

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 3.09 Deficiency is amended to delete the words "and the property of Grantor" in the eighth line thereof.

18. SECTION 4.01 Effect of Mortgage is amended to delete the words "general intangibles" in the eleventh line thereof.

19. SECTION 5.01 Waivers by Grantor is amended to add the words "To the extent not prohibited by law," before the word "Grantor" in the first line thereof.

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

21. SECTION 7.01(c) is amended to substitute the name "NationsBank of Texas, N.A." for "NCNB Texas National Bank" and to substitute "NationsBank Plaza" for "NCNB Plaza."

22. SECTION 7.10 is deleted and the following paragraph is substituted therefor:

"SECTION 7.10 Rights of Trustee. Notwithstanding anything contained in the Loan Agreements, the Indentures, this Mortgage or other Financing Documents to the contrary, the Schaumburg Trustee will not (without the prior written consent of the Bank) exercise or accept the benefits of any of the rights or remedies provided in this Mortgage or any of the Mortgages or Deeds of Trust which secure repayment of the Obligations in which the Schaumburg Trustee has been named Beneficiary or Trustee unless the Bank has dishonored valid drafts drawn by the Schaumburg Trustee under the Schaumburg Letter of Credit in accordance with the terms of the Schaumburg Indenture, it being understood that (i) this covenant shall be binding on all successors and assigns of the

Schaumburg Trustee, and (ii) the Schaumburg Letter of Credit constitutes the primary security for the payment of principal of and 55 days' interest on the Schaumburg Bonds. This Section 7.10 shall have no application to the Schaumburg Trustee's rights or remedies under this Mortgage to the extent they may be hereafter assigned to the Bank, or to the extent the Bank may be subrogated to such rights and remedies, pursuant to Section 7.11 below. If no Letters of Credit remain outstanding and all amounts and obligations of the Grantor and the Joint Venture under the Reimbursement Agreements have been paid or satisfied in full, then notwithstanding anything contained in this Mortgage to the contrary, the entire benefits of this Mortgage shall run to the Schaumburg Trustee for the owners of the Schaumburg Bonds only and the Schaumburg Trustee may exercise all of the rights or remedies provided in this Mortgage without the consent of the Bank. Where consent of the Trustees is a prerequisite to certain actions hereunder or under another Mortgage or Deed of Trust Securing the Obligations, the Trustees shall promptly respond to written requests for such consent, which consent shall not be unreasonably withheld."

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

24. SECTION 7.14(b) is amended to substitute the name "Crestar Bank" for "United Virginia Bank," to substitute "NationsBank of Texas, N.A." for "NCFP Texas National Bank" and to substitute "NationsBank Plaza" for "NCFB Plaza."

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

26. 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.

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

THE FIRST NATIONAL BANK OF CHICAGO

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

CRESTAR BANK

By: [Signature]
Name: P. J. Rover
Title: Assistant Vice President

UNITED STATES TRUST COMPANY

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

NATIONSBANK OF TEXAS, N.A.

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

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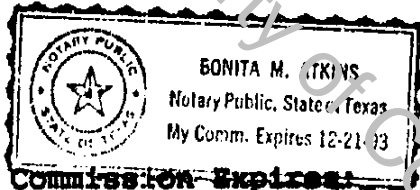
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ACKNOWLEDGMENT OF LA QUINTA MOTOR INNS, INC.

STATE OF TEXAS
COUNTY OF ~~BERNARD~~ Dallas

On this 16th day of November, 1992, before me, the undersigned, Notary Public, personally appeared Michael A. Depatie 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.



Bonita M. Atkins
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF THE FIRST NATIONAL BANK OF CHICAGO

STATE OF ILLINOIS
COUNTY OF Cook

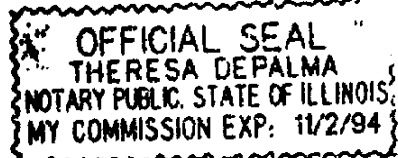
On this 23rd day of OCTOBER, 1992, before me, the undersigned, Notary Public, personally appeared d. D. Manella, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed 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: _____

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ACKNOWLEDGMENT OF CRESTAR BANK

STATE OF Virginia
COUNTY OF Fallmond

On this 20th day of October, 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. Louise Wade
Notary Public

My Commission Expires: May 31, 1995

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 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 M. Antebon
Notary Public

My Commission Expires: _____

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

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ACKNOWLEDGMENT
OF
NATIONSBANK OF TEXAS, N.A.

STATE OF TEXAS
COUNTY OF DALLAS

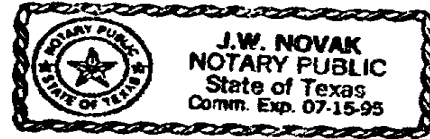
On this 13th day of November, 1992, before me, the undersigned, Notary Public, personally appeared Douglas E. Hutt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed 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

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PROJECT SITE

STREET ADDRESS: 1700 AND 1730 EAST HIGGINS ROAD
SCHAMBURG, ILLINOIS

PERMANENT INDEX NUMBERS: 07-13-408-009
07-13-408-010

PARCEL 1:

LOTS 1 AND 2 IN JUDITH JOHNSON SIXTH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN JUDITH JOHNSON FIFTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1981 AS DOCUMENT 25835316, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO KIMBERLY DRIVE OVER, ALONG AND ACROSS THE WEST 13.5 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AFORESAID AND THE EAST 13.5 FEET OF LOT 1 IN JUDITH JOHNSON FOURTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID, AS CREATED BY PLAT OF JUDITH JOHNSON FOURTH RESUBDIVISION RECORDED AS DOCUMENT 24804010, AND BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC. RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO MARTINGALE ROAD OVER, ALONG AND ACROSS THE SOUTH 30 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AFORESAID RECORDED AS DOCUMENT 25835316, AS SET FORTH ON THE PLAT OF JUDITH JOHNSON FIFTH RESUBDIVISION RECORDED AS DOCUMENT 24804011 AND AS RESERVED IN THE EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED APRIL 29, 1981 AS DOCUMENT 25853695 AND DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC. RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

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EXHIBIT A

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