

FOURTH AMENDMENT TO MORTGAGE

41<sup>00</sup> /

FOURTH AMENDMENT TO MORTGAGE made as of the 31st day of January, 1992, by and between LASALLE NATIONAL TRUST, N.A. (formerly known as LaSalle National Bank), not personally but as Trustee under Trust Agreement dated October 21, 1986, and known as Trust No. 111613 ("Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Mortgagee").

RECITALS:

I. Mortgagor has heretofore executed and delivered to Mortgagee that certain note dated September 22, 1987, payable to the order of the Mortgagee in the principal amount of Twenty-Eight Million Dollars (\$28,000,000), with the entire principal indebtedness evidenced thereby, plus accrued and unpaid interest thereon, due and payable as therein provided, and in any event not later than October 1, 1989. The maturity date under said note was extended until April 1, 1991, and subsequently was further extended to October 1, 1991 and subsequently to January 31, 1992. The indebtedness evidenced thereby was not paid on April 1, 1991 or on October 1, 1991 or on January 31, 1992. Said note as heretofore extended and as amended by Amendment to Note made as of October 1, 1990 and by Second Amendment to Note made as of April 1, 1991 and by Third Amendment to Note dated as of October 1, 1991 is hereinafter referred to as the "Note".

II. Advances under the Note have been made and as of January 31, 1992, the outstanding principal balance under the Note was \$9,016,579.00. Said advances have been made pursuant to that certain loan agreement dated September 22, 1987 by and among Mortgagor, Mortgagee and CRYSTAL TREE, A JOINT VENTURE, an Illinois general partnership (the "Venture") (said loan agreement, as amended by Amendment Agreement made as of October 1, 1990 and by Second Amendment Agreement made as of April 1, 1991 and by Third Amendment Agreement made as of October 1, 1991 is hereinafter referred to as the "Loan Agreement").

III. As security for the indebtedness evidenced by the Note, Mortgagor caused to be executed and delivered to the Mortgagee that certain mortgage dated September 22, 1987, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 23, 1987 as Document No. 87-520780, covering certain real estate and other property in Cook County, Illinois,

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which mortgage was amended by Amendment to Mortgage made as of October 1, 1990 and recorded on December 27, 1990 as Document No. 90624460 in the Recorder's Office and by Second Amendment to Mortgage made as of April 1, 1991 and recorded on August 2, 1991 as Document 91390010 in the Recorder's Office and by Third Amendment to Mortgage made as of October 1, 1991 and recorded on October 15, 1991 as Document No. 91536445 in the Recorder's Office (said mortgage, as so amended, after giving effect to various partial releases thereof and the intention of the parties thereto, presently does and by this instrument shall presently encumber the real property legally described on Exhibit "A" attached hereto and made a part hereof, together with all improvements now or hereafter located thereon and certain other property described in said mortgage, as so amended, and, as so amended, is hereinafter referred to as the "Mortgage").

IV. As further security for the indebtedness evidenced by the Note, there were executed and delivered to Mortgagee certain other items of collateral described or referred to in the Loan Agreement, or as subsequently granted to Mortgagee (said items heretofore amended by Amendment Agreement made as of October 1, 1990 and by Second Amendment Agreement made as of April 1, 1991 and by Third Amendment Agreement made as of October 1, 1991 are hereinafter collectively referred to as the "Additional Collateral"), including, without limitation, an assignment of leases and rents dated September 22, 1987, recorded in the Recorder's Office on September 23, 1987 as Document No. 87-520781, made by Mortgagor and the Venture in favor of Mortgagee as amended by Amendment to Assignment of Leases and Rents made as of October 1, 1990 and recorded in the Recorder's Office on February 21, 1991 as Document No. 91080660, and by Second Amendment to Assignment of Leases and Rents made as of April 1, 1991 and recorded on August 2, 1991 as Document No. 91390011 in the Recorder's Office and by Third Amendment to Assignment of Leases and Rents made as of October 1, 1991 and recorded in the Recorder's Office on October 15, 1991 as Document No. 91536446 (said assignment of leases and rents, as so amended is hereinafter referred to as the "Assignment of Leases and Rents").

V. The obligations of Mortgagor under the Note and Mortgage and of the Mortgagor and Venture under the Loan Agreement and Additional Collateral were guaranteed in part by (1) that certain guaranty dated September 22, 1987 by Eugene R. Corley, individually and as Trustee under the Fourth Amended and Restated Trust Agreement known as the Eugene R. Corley Trust dated August 9, 1968, which Fourth Amended and Restated Trust Agreement is dated August 4, 1986, as amended by First Amendment to Guaranty dated as of

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TO THE HONORABLE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS

THE STATE OF ILLINOIS, by and through the undersigned, the State's Attorney, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court of the County of Cook, State of Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the Court of the County of Cook, State of Illinois.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State's Attorney at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE'S ATTORNEY

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September 19, 1990 and as amended by Consent and Acknowledgement, Amendment to Guaranties dated as of October 1, 1990 and by Second Amendment to Payment Guaranty dated as of April 1, 1991, and (2) that certain completion guaranty of said date made by said guarantors and as amended by Consent and Acknowledgement, Amendment to Guaranties dated as of October 1, 1990 and by Amendment to Completion Guaranty dated as of April 1, 1991 (said guaranty, as so amended, and completion guaranty, as so amended, and as both were further amended by Consent, Acknowledgement and Amendment to Guaranties made as of October 1, 1991, herein referred to jointly as the "Guaranties").

VI. Concurrent herewith, the following documents have been executed:

- A. Fourth Amendment Agreement, amending the Loan Agreement and certain items of Additional Collateral;
- B. Fourth Amendment to Note, amending the Note;
- C. Fourth Amendment to Assignment of Leases and Rents, amending the Assignment of Leases and Rents; and
- D. 1992 Consent, Acknowledgement and Amendment to Guaranties, amending the Guaranties.

VII. Each of the Loan Agreement, Note, Guaranties and Additional Collateral, as amended concurrent herewith, and all documents delivered in substitution, replacement or exchange therefor, as any of the foregoing may be from time to time amended, are hereinafter referred to as, respectively, the Amended Loan Agreement, Amended Note, Amended Guaranties and Amended Additional Collateral.

VIII. Mortgagor desires that the Mortgage be amended as herein provided.

NOW, THEREFORE, for and in consideration of the premises herein contained and in consideration of the indebtedness evidenced by the Amended Note and to secure the payment of the principal sum and interest thereon in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of the Mortgage, as amended hereby, and to secure the performance of the covenants and agreements to be performed by Mortgagor hereunder and under the Mortgage, and by Mortgagor and the Venture under the

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Amended Loan Agreement, and also in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt, adequacy and sufficiency of all of the foregoing being hereby acknowledged, the undersigned Mortgagor does hereby agree as follows:

1. The recitals above stated are incorporated by reference herein as if fully set forth herein.

2. All references in the Mortgage to the Loan Agreement, the Note, the Additional Collateral and the Guaranties, shall be deemed references to, respectively, the Amended Loan Agreement, the Amended Note, the Amended Additional Collateral and the Amended Guaranties, as same may be subsequently amended by the parties thereto with the consent of Mortgagee.

3. The Mortgage, as amended hereby, shall secure the indebtedness evidenced by the Amended Note, including the principal thereof and interest thereon, and any additional extensions and renewals thereof, and any and all additional indebtedness, and all interest thereon, that may now or hereafter be or become owing from Mortgagor or the Venture, or both of them, to Mortgagee on account of any future payments, advances, expenditures, obligations or liabilities made, incurred or suffered by Mortgagee pursuant to, on account of, arising out of or in respect of the Amended Note, the Mortgage, as amended hereby, the Amended Loan Agreement, and each and all of the Amended Additional Collateral.

4. The Mortgage is hereby further amended to provide that the principal balance of the Amended Note and the interest thereon shall be payable to Mortgagee as follows:

a. The principal balance of the Amended Note shall be payable to Mortgagee as set forth in the Amended Note and the Amended Loan Agreement, or earlier upon any acceleration thereof, with a final payment of the unpaid balance of principal, if not sooner paid, due and payable in full on December 14, 1992.

b. Interest on the principal balance outstanding from time to time shall be payable as set forth in the Amended Note and the Amended Loan Agreement, with a final payment of interest due and payable concurrent with the final payment of the principal indebtedness evidenced thereby.

In the event of either or both (a) failure to make any payment of principal or interest when due under the Amended Note, or (b) any

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Event of Default under the Mortgage, as amended hereby (as defined therein), or under any of the Amended Additional Collateral (as defined therein), or under the Amended Loan Agreement (as defined therein), then all indebtedness secured by the Mortgage, as amended hereby, including without limitation the whole of the principal amount remaining unpaid under the Amended Note, together with all accrued interest thereon, at the election of Mortgagee and without notice, shall become immediately due and payable and may be recovered at once; and Mortgagee may immediately proceed to foreclose the Mortgage, as amended hereby, and/or exercise any other rights, powers or remedies provided by any one of more of the Mortgage, as amended hereby, the Amended Note, the Amended Loan Agreement, the Amended Guaranties (subject, in respect of the Amended Guaranties, to the provisions of that certain Crystal Tree Agreement of even date herewith by and among Mortgagor, the Venture, the guarantors under the Guaranties, and Mortgagee), and/or any one or more of the items of the Amended Additional Collateral, or as otherwise conferred by law or in equity (subject in addition, to the provisions of Paragraph 17 of said Crystal Tree Agreement with respect to the "Released Owner Parties" as therein defined). Such exercise of remedies may be taken at any time and from time to time, singularly or successively or together, and in such order as Mortgagee in its sole discretion may from time to time determine.

5. The Mortgage, as amended hereby, shall, in addition to the indebtedness described herein and therein (including without limitation any advances heretofore or hereafter made in respect of the \$4,000,000 Site Letter of Credit, as defined in the Mortgage), secure not only the aforementioned indebtedness, but also such future advances as are made (to the same extent as if such future advances were made on the date of the execution of this Fourth Amendment to Mortgage) as are set forth in the Fourth Amendment Agreement. The lien of the Mortgage, as amended hereby, shall be valid as to all such indebtedness and future advances from the time this Fourth Amendment to Mortgage is filed for record in the Recorder's Office. The total amount of indebtedness that may be so secured may increase from time to time. Any advances heretofore or hereafter made under the said Site Letter of Credit and such other items shall be deemed to be additional principal evidenced by the Note, as amended, and secured thereby. Notwithstanding the foregoing, to the extent any statute, law, ordinance, rule, regulation or court opinion or determination requires the limitation of the indebtedness secured by the Mortgage, as amended hereby, in order to protect or assure the validity, enforceability or priority of the Mortgage, as amended hereby, or the lien hereof,

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then, to such extent, the indebtedness secured by the Mortgage, as amended hereby, will not exceed TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000); provided further, that nothing herein shall limit the amount that shall be secured by the Mortgage, as amended hereby, when advanced in connection with the protection of or realization on the security hereof.

6. Exhibit "A" to the Mortgage is hereby amended to read as Exhibit "A" attached hereto and made a part hereof.

7. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This instrument has been made, executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

8. This instrument is expressly supplementary to the Mortgage. All provisions contained in the Mortgage, except to the extent expressly modified herein, shall remain in full force and effect and shall be fully applicable to all advances made under the Amended Note.

9. Any provision or provisions of this instrument which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this instrument or of the Mortgage, as amended hereby, shall be of no force or effect and in such event each and all of the remaining provisions of this instrument shall subsist and remain and be fully effective according to the tenor of this instrument the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included herein.

10. This Fourth Amendment to Mortgage is executed by LaSalle National Trust, N.A., not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). All covenants, agreements and conditions to be performed by LaSalle National Trust, N.A., hereunder are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against LaSalle National Trust, N.A., personally, by reason of any of the covenants, agreements, representations or warranties contained herein; but nothing herein contained shall be deemed a release or impairment of the indebtedness secured hereby or of the lien of the Mortgage, as

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

In testimony whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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amended hereby, nor prejudice the rights of Mortgagee from foreclosing the Mortgage, as amended hereby, or exercising any of its other rights or remedies hereunder or under any or all of the Amended Note, Amended Loan Agreement, Amended Additional Collateral, or Amended Guaranties, or from securing a deficiency or personal judgment against any subsequent owner of the Mortgaged Premises who assumes the indebtedness secured hereby; and nothing herein contained shall release, waive, modify or discharge the liability and responsibility of any guarantors of or any other persons or entities in respect hereof.

IN WITNESS WHEREOF, Mortgagee has executed this Fourth Amendment to Mortgage as of the date first above written.

**MORTGAGOR:**

CASALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust Agreement dated October 21, 1986 and known as Trust No. 111613

By: \_\_\_\_\_  
Its: \_\_\_\_\_ VICE PRESIDENT

Attest: Nancy A. Stack  
Its: \_\_\_\_\_ ASSISTANT SECRETARY

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Clerk's Office

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Acknowledged and agreed to as of the date first above written:

**MORTGAGEE:**

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By: Jennifer L. Childs  
Its: Second Vice President

Attest: [Signature]  
Its: Asst. Sec.

This instrument was prepared by, and after recordation should be returned to, James S. Gray, Esq., Altheimer & Gray, 10 South Wacker Drive, Suite 3800, Chicago, Illinois 60606.

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**BOX 333**

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COURT

\_\_\_\_\_  
CLERK OF COURT

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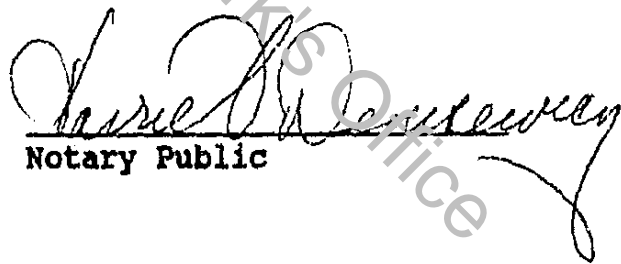
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, DO HEREBY CERTIFY that Corinna Rak, personally known to me to be the VICE PRESIDENT of LASALLE NATIONAL TRUST, N.A., a national banking association, not personally but as Trustee under Trust Agreement dated October 21, 1986, and known as Trust No. 111613, and NANCY A. STACK of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such VICE PRESIDENT and ASSISTANT SECRETARY respectively, 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 and deed of said national banking association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he/she, as custodian of the corporate seal of said national banking association, did affix the corporate seal of said national banking association to said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said national banking association, as Trustee as aforesaid, for the uses and purposes therein set forth.

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GIVEN under my hand and notarial seal this 14th day of December, 1992.

  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jennifer L. Childe personally known to me to be the 2nd Vice Pres of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and William D. Provan, personally known to me to be the Asst. Secy of said national banking association, 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 severally acknowledged that as such 2nd Vice Pres and Asst Secy, they signed and delivered the said instrument as 2nd Vice Pres and Asst Secy of said national banking association, and caused the corporate seal of said national banking association to be affixed thereto, as their free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

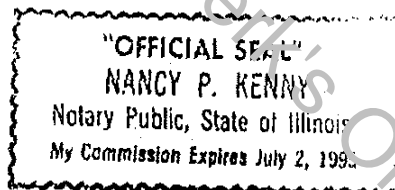
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GIVEN under my hand and notarial seal this 14 day of December, 1992.

Nancy P. Kenny  
Notary Public

My Commission Expires:

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STATE OF ILLINOIS

1988

NOV 20 1988

IN SENATE, January 11, 1988.  
REPORT OF THE  
COMMISSIONERS OF THE  
STATE DEPARTMENT OF  
REVENUE  
ON THE  
REVENUE FROM THE  
SALES AND USE TAX  
FOR THE YEAR ENDING  
DECEMBER 31, 1987.  
AND  
ON THE  
REVENUE FROM THE  
SALES AND USE TAX  
FOR THE YEAR ENDING  
DECEMBER 31, 1988.  
AND  
ON THE  
REVENUE FROM THE  
SALES AND USE TAX  
FOR THE YEAR ENDING  
DECEMBER 31, 1989.

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COMMISSIONERS OF THE  
STATE DEPARTMENT OF  
REVENUE

STATE DEPARTMENT OF  
REVENUE

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

PARCEL 219 IN CRYSTAL TREE FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PERMANENT TAX NUMBER:

27-08-201-022

#### LOCATION:

SE Corner of 143rd Street and 108th Avenue,  
Orland Park, Illinois

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

RECEIVED

PROPERTY TAX STATEMENT FOR THE YEAR ENDING 12/31/15

PROPERTY OF [Name]

12/31/15

PROPERTY TAX STATEMENT FOR THE YEAR ENDING 12/31/15

RECEIVED

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

RECEIVED