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MODIFICATION OF MORTGAGE AND JOINDER AGREEMENT

THIS MODIFICATION OF MORTGAGE AND JOINDER AGREEMENT (the "Agreement") dated as of 31st day of March, 1993, by and between QUINCY HOMES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor") with its principal office at 5100 W. Harrison, Chicago, Illinois 60649 and COMMUNITY INVESTMENT CORPORATION, with its principal office at 600 S. Federal Street, Suite 300, Chicago, Illinois 60605 (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee entered into a Revolving Construction Line of Credit Loan Agreement dated as of February 1, 1992 (the "Loan Agreement") providing for a loan (the "Loan") to be made, subject to and in accordance with the Loan Agreement, in connection with the acquisition and development in phases of certain real estate located in Cook County, Illinois; and

WHEREAS, pursuant to the Loan Agreement, at the time of the initial disbursement of the Loan, Mortgagor executed and delivered to Mortgagee (i) a certain Revolving Credit Promissory Note in the original principal sum of up to \$3,328,000, evidencing the Loan, (ii) a certain Revolving Mortgage, Fixture Filing and Security Agreement with Assignment of Leases and Rents dated February 1, 1992 ("Mortgage"), which was recorded on March 6, 1992, in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 92147895, and (iii) certain other Loan Documents relating to the Loan, as contemplated by the Loan Agreement; and

This instrument prepared by/  
After recordation return to:

Mark W. Burns  
Keck, Mahin & Cate  
8300 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606

COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

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WHEREAS, Mortgagor is acquiring additional real estate as legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), which real estate is to become a part of the Project (as defined in the Loan Agreement); and

WHEREAS, it is a condition to Mortgagee's funding of the Loan that any real estate acquired by Mortgagor and described in Exhibit A of the Loan Agreement be additional security for repayment of the Note and the performance of Mortgagor's obligations under the Loan Documents;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which is hereby acknowledged by Mortgagor, it is hereby agreed as follows:

1. The foregoing recitals are incorporated by this reference in and to this Agreement.

2. Mortgagor does hereby GRANT, BARGAIN, SELL, CONVEY AND MORTGAGE unto the Mortgagee, its successors and assigns, Mortgagor's estate in fee simple, forever, in the property legally described in Exhibit A attached hereto, and all other rights, titles and interests described in the Mortgage as constitutes the "Premises," to have and to hold unto the Mortgagee its successors and assigns forever for the uses and purposes set forth in the Mortgage. The Note, and the indebtedness, evidenced thereby, are secured by the Mortgage, as herein modified.

3. Mortgagor hereby represents that all representations, warranties and indemnifications contained in the Loan Agreement and the Mortgage remain true, correct, accurate, complete in all material respects, and unmodified and in full force and effect, and are deemed incorporated herein by this reference as though set forth in their entirety.

4. The lien of the Mortgage is hereby spread so that the Mortgage shall be and constitutes forever a first priority lien upon the Property, to secure the obligations under the Note, the Mortgage, as amended, the Loan Agreement, and the other Loan Instruments.

5. The Mortgage is hereby expressly amended as follows:

The definitions of "Mortgaged Premises", "Property," and "Realty", in the Mortgage shall hereinafter include the real estate legally described in Exhibit A hereto.

6. The Mortgage is hereby modified only as set forth above and in all other respects is ratified by Mortgagor as being in full force and effect, and henceforth shall be and remain a valid lien

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no action being taken until the completion of the investigation of the circumstances of the case and the results of the investigation of the case.

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against the real estate described in Exhibit A attached hereto and all improvements located or to be located hereon.

7. Contemporaneously with the execution and delivery hereof, Mortgagor shall pay or cause to be paid all recording fees, closing costs and expenses, including title insurance premiums and legal fees incurred by Mortgagee, incident to the transactions contemplated herein.

8. Mortgagor hereby acknowledges that (i) to the best of its knowledge, Mortgagor does not have any defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to any covenant in the Loan Agreement, Mortgage or other Loan Instruments; (ii) Mortgagee, on and as of the date hereof, has fully performed all obligations to Mortgagor which may have had or has on and as of the date hereof; (iii) by entering into this Agreement, Mortgagee does not waive any condition or obligation in the Loan Agreement, Mortgage or other Loan Instruments.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

10. This Agreement shall be binding upon and inure to the benefit of Mortgagor, Mortgagee and their respective successors and assigns.

11. If any provision of this Agreement shall be deemed to be invalid or is unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

12. Any release of a portion of the Mortgaged Premises under the Mortgage, as hereby modified, shall not be deemed nor constitute a release of the Property described in Exhibit A attached hereto from the lien of the Mortgage without a specific reference to the release of the Property as set forth in Exhibit A.

QUINCY HOMES LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

By: City Lands Corp., a  
Delaware corporation, a  
general partner

By: Susan M. McCann  
Name: Susan M. McCann  
Its: Sr. Vice President

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and when it is found that the same is not correct, the same shall be corrected as soon as possible.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

The following are the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

JOHN J. COOK, Clerk of the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

JOHN J. COOK, Clerk of the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.

JOHN J. COOK, Clerk of the County of Cook, Illinois, for the term of four years, commencing on the 1st day of January, 1901, and ending on the 31st day of December, 1904.



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By: Shaw Homes, Inc., a  
Delaware corporation, a  
general partner

By: Frank Martin  
Name: Frank Martin  
Its: President

Property of Cook County Clerk's Office

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Official Record of the  
County of Cook, Illinois  
Record of the  
County of Cook, Illinois  
Record of the  
County of Cook, Illinois  
Record of the  
County of Cook, Illinois

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Property of Cook County Clerk's Office



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STATE OF ILLINOIS )

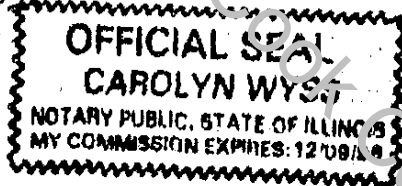
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COUNTY OF COOK )

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Susan M. McLean personally known to me to be the Sec. Vice Pres of City Lands Corp., a Delaware corporation, General Partner of Quincy Homes Limited Partnership, an Illinois limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sec. Vice Pres of the General Partner, appeared before me this day and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 31 day of March, 1993



Carolyn Wynn  
Notary Public

My Commission Expires: 12-9-96

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COOK COUNTY CLERK'S OFFICE

1984

WEDNESDAY, JANUARY 10, 1984

VERIFICATION: All persons who are required to file a return shall file a return with the Department of Revenue, Cook County, Illinois, on or before the date specified on the return. The Department of Revenue, Cook County, Illinois, shall not be responsible for the accuracy of the return. The Department of Revenue, Cook County, Illinois, shall not be responsible for the accuracy of the return. The Department of Revenue, Cook County, Illinois, shall not be responsible for the accuracy of the return.

TO THE HONORABLE CLERK OF THE COURT, COOK COUNTY, ILLINOIS:

OFFICIAL SEAL  
CARROLL J. WARD  
JANUARY 10, 1984

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF COOK )

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I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Frank Martin personally known to me to be the President of Shaw Homes, Inc., a Delaware corporation, General Partner of Quincy Homes Limited Partnership, an Illinois limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the General Partner, appeared before me this day and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

March

GIVEN under my hand and official seal this 31 day of



Carolyn Wyss  
Notary Public

My Commission Expires:

12-9-96

(NPW\88002\001.M)

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LAURENCE W. BROWN

28

2001-2002

LAURENCE W. BROWN, JR. is a member of the  
Cook County Board of Supervisors, District 1, since  
1991. He is currently serving his fourth term.  
He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.  
He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.  
He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.  
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District 1, and is currently serving his fourth term.

LAURENCE W. BROWN, JR. is a member of the  
Cook County Board of Supervisors, District 1, since  
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He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.  
He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.  
He is a member of the Cook County Board of Supervisors,  
District 1, and is currently serving his fourth term.

LAURENCE W. BROWN, JR.

Property of Cook County Clerk's Office

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## EXHIBIT A

**Common Address:** 4900 WEST QUINCY, CHICAGO, ILLINOIS

**Legal Description:** THE WEST 46.5 FEET OF THE EAST 53.5 FEET (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 16-16-208-030-0000

**Common Address:** . 4904 WEST QUINCY, CHICAGO, ILLINOIS

**Legal Description:** THE WEST 46.5 FEET OF THE EAST 100 FEET (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 16-16-208-030-0000

**Common Address:** 4853-55 WEST QUINCY, CHICAGO, ILLINOIS

**Legal Description:** LOT 1 AND EAST 15 FEET OF LOT 2 IN SNOW AND HILL'S SUBDIVISION OF LOT 26 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 16-16-211-007-0000

**Common Address:** 4912-20 WEST JACKSON, CHICAGO, ILLINOIS

**Legal Description:** THE WEST 10 FEET OF LOT 27 AND ALL OF LOTS 28, 29, 30, 31 IN S.E. GROSS SUBDIVISION OF LOTS 8, 9, 24 AND 25 IN THE SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 16-16-211-030-0000

**Common Address:** 4901 WEST QUINCY, CHICAGO, ILLINOIS

**Legal Description:** LOT 2 (EXCEPT THE EAST 15 FEET THEREOF) AND ALL OF LOT 3 AND THE EAST 10 FEET OF LOT 4 IN SNOW AND HILL'S SUBDIVISION OF LOT 26 OF SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N.:** 16-16-211-006-0000

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Chicago, Illinois, this 1st day of January, 1901.

JOHN A. COOK, Clerk of Cook County, Illinois.

Attest my hand and seal of office at Chicago, Illinois, this 1st day of January, 1901.

JOHN A. COOK, Clerk of Cook County, Illinois.

Attest my hand and seal of office at Chicago, Illinois, this 1st day of January, 1901.

JOHN A. COOK, Clerk of Cook County, Illinois.

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JOHN A. COOK, Clerk of Cook County, Illinois.

Attest my hand and seal of office at Chicago, Illinois, this 1st day of January, 1901.

JOHN A. COOK, Clerk of Cook County, Illinois.

Attest my hand and seal of office at Chicago, Illinois, this 1st day of January, 1901.

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Common Address:

4828-38 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description:

LOTS 5, 6, 7 AND 8 IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-032-0000

Common Address:

4842-50 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description:

LOTS 1, 2, 3 AND 4 IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-031-0000

Common Address:

4852-58 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: THE EAST 100 FEET (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS A PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-030-0000

Common Address:

4851 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description:

LOT 20 IN THE SUBDIVISION OF LOT 7 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-211-008-0000

93404838



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THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE RESOLUTION PASSED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, ON THE 11TH DAY OF JANUARY, 1903.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, ON THE 11TH DAY OF JANUARY, 1903.

ATTEST: CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, THIS 11TH DAY OF JANUARY, 1903.

CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS.

BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS.

RESOLUTION PASSED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, ON THE 11TH DAY OF JANUARY, 1903.

WHEREAS, THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, HAS DETERMINED TO

APPROVE THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE RESOLUTION PASSED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, ON THE 11TH DAY OF JANUARY, 1903.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF COOK, ILLINOIS, ON THE 11TH DAY OF JANUARY, 1903.