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FIRST AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

This First Amendment to Mortgage and Other Loan Documents (this "Amendment") is made and entered into as of the 30th day of April, 1993, by and between 300 WEST HUBBARD LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), with an address at 444 North Wells Street, Chicago, Illinois 60610 and CONTINENTAL BANK N.A., a national banking association (the "Bank"), with an address at 231 South LaSalle Street, Chicago, Illinois 60697.

WITNESSETH:

DEPT-01 RECORDINGS \$43.00
T:0011 TRAN 4080 06/02/93 15:52:00
#39434 * -93-417249
COOK COUNTY RECORDER

WHEREAS, Borrower and the Bank have heretofore entered into that certain Line of Credit Agreement, dated as of July 9, 1990 (herein, said Line of Credit Agreement, as amended hereby and as it may be further amended, supplemented or modified from time to time is called the "Credit Agreement") which, among other things, set forth certain terms and conditions upon which the Bank may make loans or advances (collectively, the "Advances") to the Borrower;

WHEREAS, in order to evidence the Advances, the Borrower has heretofore executed that certain Promissory Note, dated July 9, 1990, in the original principal amount of FOUR MILLION DOLLARS (\$4,000,000) (herein, said Promissory Note, as it may be amended, supplemented or modified from time to time, is called the "Original Note");

WHEREAS, the Note is secured by, among other things, (i) that certain Revolving Credit Mortgage and Security Agreement, dated as of July 9, 1990 from Borrower to Bank and recorded with the Recorder of Cook County, Illinois on August 7, 1990 as Document No. 90382944 (herein, said Revolving Credit Mortgage and Security Agreement, as amended hereby and as it may be further amended, supplemented or modified from time to time, is called the "Mortgage") affecting the land described on Exhibit A attached hereto and made a part hereof and (ii) that certain Collateral Assignment of Leases and Rents, dated as of July 9, 1990, from Borrower to Bank and recorded with the Recorder of Cook County, Illinois on August 7, 1990 as Document No. 90382945 (herein, said Collateral Assignment of Leases and Rents, as amended hereby and as it may be further amended, supplemented or modified from time to time, is called the "Collateral Assignment");

WHEREAS, in consideration of the Bank not demanding immediate, full payment of the outstanding Advances, Borrower and Bank have agreed, among other things, to decrease the maximum principal amount available for an Advance and increase the interest rate on the unpaid principal amount of the Advances;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the

Please return to: R. O'H
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400
Chicago, IL 60601
Re: 243429

Box 15

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receipt and sufficiency of which are hereby acknowledged, Borrower and Bank hereby agree as follows:

1. Credit Agreement. The Credit Agreement is hereby amended by:

- (a) deleting, in the ninth line of Section 2.1, the dollar amount "\$4,000,000.00" and replacing it with the following: "THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)"; and
- (b) inserting, between the word "to" and "the" in the third line of Section 4.1(a), the following: "one half percent (1/2%) in excess of".

2. Original Note. The Borrower agrees that, contemporaneously herewith, it shall duly execute and deliver to the Bank that certain Amended and Restated Promissory Note in the form as that attached hereto as Attachment 1 (the "Amended and Restated Note"). The Amended and Restated Note shall amend, restate and replace the Original Note in its entirety and the Bank agrees that it shall return the Original Note to Borrower after it receives the duly executed, original Amended and Restated Note.

3. Mortgage. The Mortgage is hereby amended by deleting the words and numbers "FOUR MILLION DOLLARS (\$4,000,000.00)" in the eleventh line of Recital B and replacing them with the following "THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)".

4. Collateral Assignment. The Collateral Assignment is hereby amended by deleting the words and numbers "Four Million Dollars (\$4,000,000)" in the fourth line of Section 1.1 thereof and replacing them with the following: "THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)".

5. References. All references in the Credit Agreement, the Original Note, the Mortgage and the Collateral Assignment to such documents shall hereinafter refer to such documents as respectively amended, or amended, restated and replaced hereby and they as may be further amended, supplemented, modified or replaced from time to time.

6. Ramifications. Except as specifically herein amended, all terms, provisions, conditions and exhibits contained in the Credit Agreement, the Amended and Restated Note, the Mortgage and the Collateral Assignment (herein, the Credit Agreement, the Amended and Restated Note, the Mortgage, the Collateral Assignment and all other documents executed in connection with the Advances are sometimes collectively referred to as the "Loan Documents") shall remain unmodified and in full force in effect.

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Any terms used in this Amendment and not otherwise defined herein shall have the same definitions as in the Loan Documents. In the event that any provision of this Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Loan Documents, the terms, provisions, conditions and exhibits of this Amendment shall govern and control.

7. Governing Law. This Amendment shall be a contract made under, governed by and construed in accordance with, the terms of the laws of the State of Illinois.

8. Counterparts. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Amendment.

9. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Captions. Captions used in this Amendment are provided for convenience and reference only and should not be used in construing this Amendment.

11. Security. The Amended and Restated Note, as the same may be amended, restated and replaced from time to time, is secured by, among other things, the Mortgage and the other Loan Documents, as amended hereby and as the same may be amended from time to time.

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the day and year first above written.

BORROWER:

300 WEST HUBBARD LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Urban Innovations, Ltd., an
Illinois corporation, general
partner

ATTEST:

Doris Conant
Name: Doris Conant
Title: Vice President

By: Howard R. Conant, Jr.
Name: Howard R. Conant, Jr.
Title: President

BANK:

CONTINENTAL BANK N.A., a national
banking association

By: Marous W. Acheson IV
Name: Marous W. Acheson IV
Title: Senior Vice President

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REAFFIRMATION OF GUARANTY

The undersigned, being the guarantors of the obligations of the Borrower under the Loan Documents pursuant to that certain Guaranty, dated as of July 9, 1990 from the undersigned to the Bank (the "Guaranty"), hereby (i) consent to the terms and conditions of the foregoing Amendment, (ii) agree that the Liabilities (as defined in the Guaranty) include, without limitation, the Loan Documents as amended by the Amendment as well as the Amended and Restated Note and (iii) hereby ratify, confirm and reaffirm all of the terms, conditions, agreements and provisions set forth in the Guaranty and any other related agreements to which the undersigned is a party and agree that the undersigned are and will remain bound thereby and that they have no offsets or defenses thereto.

Dated: as of even date
with the Amendment

GUARANTORS:

Howard R. Conant
Howard R. Conant, Sr.

Doris Conant
Doris Conant

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Paul E. Meyer, Esq.
MAYER, BROWN & PLATT
190 South LaSalle Street
Chicago, Illinois 60603

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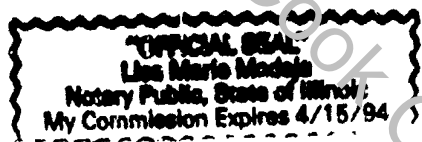
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, LISA MARIE MADEJA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Howard R. Conant, Jr. and Doris Conant, personally known to me to be the President and the Vice President of Urban Innovations, Ltd., an Illinois corporation, general partner of 300 WEST HUBBARD LIMITED PARTNERSHIP, an Illinois limited partnership and personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such President and Vice President, they signed and delivered the said document pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation and partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 1993.



Lisa Marie Madeja
 Notary Public

[SEAL]

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CLERK OF COURT

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930417249

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LISA MARIE MADEJA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD R. CONANT, SR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 1993.

Lisa Marie Madeja
Notary Public



[SEAL]

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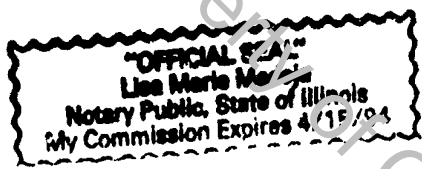
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, LISA MARIE MADEJA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DORIS CONANT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 1993.



Lisa Marie Madeja
Notary Public

[SEAL]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ANDRES M. LANES, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARCUS W. ANDERSON, personally known to me to be the _____ and _____ of CONTINENTAL BANK N.A., a 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 acknowledged that as such MARCUS W. ANDERSON and _____ they signed and delivered the said instrument as MARCUS W. ANDERSON and _____ of said association pursuant to authority given by the Board of Directors of said association as their free and voluntary act, and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of May, 1993.

Andres M. Lanes

Notary Public

[SEAL]

"OFFICIAL SEAL"
ANDRES M. LANES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-19-94

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EXHIBIT A

Legal Description

LOTS 24, 25 AND 26 IN BLOCK 4 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 17-09-250-015

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300 West Hubbard
Project

AMENDED AND RESTATED PROMISSORY NOTE

\$3,500,000.00

July 9, 1990
Chicago, Illinois

ON DEMAND, the undersigned, for value received, hereby jointly and severally promise to pay to the order of CONTINENTAL BANK N.A. (the "Bank") at 231 South LaSalle Street, Chicago, Illinois 60697, the principal sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00) or, if less, the aggregate unpaid principal amount of all advances made by the Bank to the undersigned hereunder. The initial advance, all subsequent advances and all payments made on account of principal shall be endorsed by the holder in its records or, at its option, on the attached schedule to this Amended and Restated Promissory Note, which records or schedule shall be rebuttable presumptive evidence of the subject matter thereof.

The undersigned further promises to pay to the order of the Bank interest on the principal sum from time to time outstanding at the rate and at the times set forth in the Credit Agreement (hereinafter defined).

This Amended and Restated Promissory Note evidences indebtedness incurred under the terms and provisions of that certain Line of Credit Agreement, dated as of July 9, 1990, by and between the undersigned and the Bank, as amended by that certain First Amendment to Mortgage and Other Loan Documents, dated as of April 1, 1993, by and between the undersigned and the Bank (hereinafter said Line of Credit Agreement, as amended and as it may be further amended, supplemented or modified from time to time is called the "Credit Agreement").

This Amended and Restated Promissory Note amends, restates and replaces that certain Promissory Note (the "Prior Note"), dated July 9, 1990, in the original principal amount of Four Million Dollars (\$4,000,000.00) from the undersigned to the Bank. This Amended and Restated Promissory Note continues to evidence the indebtedness incurred under the Credit Agreement and previously evidenced by the Prior Note without any forgiveness, release or discharge of indebtedness or liability.

300 WEST HUBBARD LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Urban Innovations, Ltd., an
Illinois corporation its
general partner

By: _____
Name: Howard R. Conant, Jr.
Title: President

Attest:

Name: _____
Title: _____

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Schedule attached to Amended and Restated Promissory Note dated as of July 9, 1990 of 300 West Hubbard Limited Partnership payable to the order of CONTINENTAL BANK N.A.

LOANS AND PRINCIPAL PAYMENTS

Date	Amount of Loan Made	Type of Loan & Applicable Interest Rate	Amount of Principal Repaid	Unpaid Principal Balance	Notation Made by

The aggregate unpaid principal amount shown on this schedule shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this Amended and Restated Promissory Note. The failure to record the date and amount of any loan on this schedule shall not, however, limit or otherwise affect the Borrower's obligations under the Credit Agreement under this Amended and Restated Promissory Note to repay the principal amount of the loans together with all interest accruing thereon.

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