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## FOURTH AMENDMENT TO LOAN DOCUMENTS

AMENDMENT made this 2<sup>nd</sup> day of May, 1992 among LASALLE NATIONAL BANK, not personally but as successor trustee under Trust No. 10-27044-09 ("LaSalle"); THOMAS STACK, successor Trustee of Trident Investment Management, Inc.-Meyer Investment Properties, Inc. Public Pension Fund I-1983 ("Lender"); THE CENTURY LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Century"); CAPITAL ASSOCIATES REALTY ADVISORS, INC., successor to Meyer Real Estate Advisors, Inc. as "Supervisory Manager") and MOOR + SOUTH, an Illinois partnership ("Manager").

WITNESSETH:

WHEREAS:

A. One or more of the parties hereto are parties to the documents ("the Loan Documents") listed in Exhibit A, which Exhibit identifies the following documents relating to that certain loan ("the Loan") in the original principal amount of \$13,500,000 from Lender to LaSalle and Century. The documents consist of the following, referred to by the terms of art assigned thereto in Exhibit A:

- (1) Mortgage Note;
- (2) Mortgage;
- (3) Option Agreement;
- (4) Management Agreement;
- (5) First Amendment;
- (6) Second Amendment; and
- (7) Third Amendment.

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46543 # 92-01-014242  
COOK COUNTY RECORDER

The First Amendment, Second Amendment and Third Amendment effectuated certain amendments in the other Loan Documents. All references to any Loan Documents shall refer to the particular document as amended by the First Amendment, Second Amendment and Third Amendment to the extent amended thereby. The Mortgage encumbers, and the Option Agreement and the Management Agreement relate to, the real estate described legally in Schedule A hereto.

B. The parties have agreed to further amendments of the Loan Documents as more particularly set forth herein.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Amendment of Note and Mortgage. It is hereby agreed that the maturity date of

Document Prepared By  
and Return to: Howard M. Richard, Esq.  
Katten Muchin & Zavis  
525 West Monroe  
Chicago, IL 60661-3693

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BANK

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the Mortgage Note (i.e. the date on which the entire principal balance is due and payable), which pursuant to the Third Amendment is presently December 31, 1992, is hereby extended to December 31, 1995. The Mortgage is amended to reflect the extended maturity date.

2. **Amendment of Management Agreement.** The term of the Management Agreement is hereby extended so as to end on December 31, 1995. The parties hereby confirm that Capital Associates Realty Advisors, Inc. is now the Supervisory Manager thereunder and has succeeded to all of the rights of Meyer Real Estate Advisors, Inc. thereunder.

### 3. **Amendment of Option Agreement.**

(a) The Maturity Date under the Option Agreement is hereby changed to December 31, 1995. Lender's election to exercise the Option as of the Maturity Date shall be exercised by notice given not earlier than July 1, 1995 and not later than September 30, 1995. Notwithstanding the foregoing, such option may be exercised as provided in Paragraph 4 of the Option Agreement in the event of the acceleration of the indebtedness under the Mortgage Note in the manner presently provided in Paragraph 4 of the Option Agreement.

(b) Paragraph 1(A) of the Third Amendment is hereby amended so as to provide that the Condition described in Subparagraph (i) thereof (relating to gross sales of tenants in the Premises) is deleted.

(c) It is hereby agreed that at any time after December 31, 1992, in addition to any and all other rights to exercise the option as set forth in the Option Agreement, as amended, and in this Fourth Amendment, Lender shall have the right to exercise the option in the event Lender obtains a purchaser for the Property who is willing to purchase the Property on terms and conditions acceptable to Lender. The closing of the acquisition of the Property by Lender shall occur on a date designated by Lender on at least 30 days' notice (which notice may be concurrently with the exercise of the option). At Lender's election, all instruments of conveyance which LaSalle or Century or both are obligated to deliver to Lender may run to the purchaser rather than Lender in order to avoid transfer taxes which would be payable upon an interim conveyance to Lender; LaSalle and Century agree to cooperate with Lender and its purchaser in order to effectuate a closing of the exercise of the option and the sale to the purchaser concurrently; provided, however, that nothing herein shall obligate LaSalle or Century to bear any material expense or incur any material obligations which it would not otherwise be required to incur were the conveyance to be made directly to Lender in accordance with the provisions of the Option Agreement. Upon the conveyance of the Property pursuant to such exercise, Century shall be entitled to be paid a price which is the same price to which it would be entitled under Paragraph 2A of the Third Amendment, applying the following rules:

- (i) If the conveyance takes place as of December 31 of any year, the Value shall be determined in accordance with the rules for calculation

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thereof contained in Paragraph 2A of the Third Amendment; or

(ii) If the conveyance takes place on any other date, the Value shall be determined in the manner provided on Paragraph 2B of the Third Amendment, except that Subparagraph 2B(2) shall be disregarded and instead the calculation shall include all percentage rents received during the 12 full calendar months immediately preceding the month in which the conveyance takes place; and

(iii) In either case, all references to "Checkpoint Year" contained in such provisions shall be applied as if the calendar year in which the conveyance occurs were the "Checkpoint Year" for purposes of applying such provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Attest:

  
Assistant Secretary

LASALLE NATIONAL BANK, not personally but  
trustee aforesaid

By:   
VICE PRESIDENT

TRIDENT INVESTMENT MANAGEMENT,  
INC.--MEYER INVESTMENT PROPERTIES,  
PUBLIC PENSION FUND I--1983

By:   
Thomas Stack, Trustee

THE CENTURY LIMITED PARTNERSHIP

By: 

By: 

CAPITAL ASSOCIATES REALTY ADVISORS,  
INC.

By: 

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Property of Cook County Clerk

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED MAY 12 1987 UNDER TRUST NO. 72-27044-07

This instrument is executed by LA SALLE 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. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and are made individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM IX 0421

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MOOR + SOUTH

By:

*Molly M. South*

By:

*[Signature]*

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

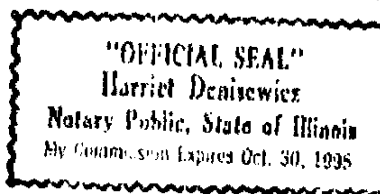
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Corinne Dek and William E. Dill personally known to me to be the VICE President, and ASSISTANT SECRETARY, respectively, of LaSalle National Bank, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as VICE President and ASSISTANT SECRETARY of LaSalle National Bank, as their free and voluntary act and deed and as the free and voluntary act and deed of ASSISTANT SECRETARY, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of JULY, 1992.

Harriet Denisevicz  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Stack, personally known to me to be the Successor Trustee of the Trident Investment Management, Inc.--Meyer Investment Properties, Inc. Public Pension Fund I--1983, who is 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 in his capacity as said Trustee, as his free and voluntary act and deed and as the free and voluntary act and deed of Trident Investment Management, Inc.--Meyer Investment Properties, Inc. Public Pension Fund I--1983, for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of June, 1992.



Barbara A. Osborne  
Notary Public

My commission expires: 12/7/98

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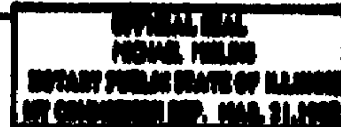
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Moor and Molly South, personally known to me to be the General Partners of The Century Limited Partnership<sup>1</sup>, each of whom are 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 they signed and delivered the said instrument in their respective capacities as General Partner, as their free and voluntary act and deed and as the free and voluntary act and deed of The Century Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 22<sup>ND</sup> day of MAY, 1992.

Michael Meeling  
Notary Public



My commission expires: 3/21/93

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Terry A. McKay, personally known to me to be the VICE President of Capital Associates Realty Advisors, Inc., who is 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 in his capacity as VICE President, as his free and voluntary act and deed and as the free and voluntary act and deed of Capital Associates Realty Advisors, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of June, 1992.

Barbara A. Osborne  
Notary Public

My commission expires: 12.7.95



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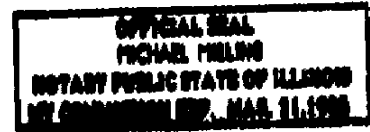
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Moor and Molly South, personally known to me to be the General Partners of Moor + South, each of whom are 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 they signed and delivered the said instrument in their respective capacities as General Partner, as as their free and voluntary act and deed and as the free and voluntary act and deed of Moor + South, for the uses and purposes therein set forth.

Given under my hand and official seal this 22<sup>ND</sup> day of MAY, 1992.

Michael Meeley  
Notary Public

My commission expires: 3/21/93



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## EXHIBIT A TO THE FOURTH AMENDMENT TO LOAN DOCUMENTS

1. Mortgage Note dated July 1, 1985 in the original principal amount of \$13,500,000 with subsequent additional principal advances thereunder made by LaSalle payable to the order of Lender, as amended by Amendment dated as of February 22, 1989 by and among LaSalle, Lender, Century, Meyer Real Estate Advisors, Inc. ("Meyer) and Manager (the "Second Amendment") and recorded in the Recorder of Deeds of Cook County, Illinois as Document Number 89384265 and Amendment dated as of May 31, 1990 by and among LaSalle, Lender, Century, Meyer and Manager (the "Third Amendment") and recorded in the aforesaid office as Document Number 90546357. The Mortgage Note and all amendments thereto are collectively called the "Mortgage Note";
2. Mortgage and Security Agreement dated July 1, 1985 recorded in the Recorder of Deeds of Cook County, Illinois as Document Number 85112190, as amended by Amendment\* of Mortgage and Security Agreement dated as of September 28, 1987 and recorded in the aforesaid office as Document Number 87531883, the Second Amendment and the Third Amendment. The Mortgage and Security Agreement together with all amendments thereto are herein called the "Mortgage";
3. Option Agreement dated July 1, 1985, a Memorandum of which was recorded in the Recorder of Deeds of Cook County, Illinois as Document Number 85112192, as amended by an Amendment to Option Agreement and Memorandum dated as of September 28, 1987 and recorded in the aforesaid office as Document Number 87531884, the Second Amendment and the Third Amendment. The Option Agreement together with all amendments thereto are collectively called the "Option Agreement"; and
4. The Management Agreement dated July 30, 1985 by and among Century, Manager and Supervisory Manager, as amended by the Second Amendment and the Third Amendment.

\*("the First Amendment")

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SCHEDULE A

**PARCEL 1:**

LOTS 1 AND 2 (EXCEPT THAT PART OF THE SOUTH 0.71 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE, LYING EAST OF THE WEST 163.0 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2) IN BROCKLEY'S SUBDIVISION OF THE EAST PART OF THE SOUTH 1/2 OF LOT 10 IN BICKERDINE'S AND

STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOTS 3, 5, 6 AND 7 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN BICKERDINE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

THE EAST 207 FEET OF THE SOUTH 1/2 OF LOT 11 IN BICKERDINE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 4:**

LOTS 18 AND 19 IN RANORTH AND OTHERS SUBDIVISION OF PART OF LOTS 11, 12, 13 AND 16 IN BICKERDINE'S AND STEELE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 5:**

LOT 5 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 10 IN BICKERDINE AND STEEL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES THEREOF) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX IDENTIFICATION NO. 14-28-119-023  
(AFFECTS LOT 18 OF PARCEL 4)

TAX IDENTIFICATION NO. 14-28-119-004  
(AFFECTS LOT 19 OF PARCEL 4)

TAX IDENTIFICATION NO. 14-28-119-005  
(AFFECTS PART OF PARCEL 3)

TAX IDENTIFICATION NO. 14-28-119-006  
(AFFECTS PART OF PARCEL 3)

TAX IDENTIFICATION NO. 14-28-119-007  
(AFFECTS PART OF PARCEL 2)

TAX IDENTIFICATION NO. 14-28-119-024  
(AFFECTS PART OF PARCEL 1)

TAX IDENTIFICATION NO. 14-28-119-011  
(AFFECTS PART OF PARCEL 2)