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0-93-03987

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE SENT TO:
Angela Vosnos
Asst. Corporation Counsel
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

PROPERTY ADDRESS:
7601-33 S. Racine Ave.
7600 and 7638 S. Racine Ave.
Chicago, Illinois 60620
PIN Nos.:
20-29-307-003 (Vol. 435)
20-29-307-017 (Vol. 435)
20-29-408-040 (Vol. 436)
20-29-408-011 (Vol. 436)

IDAG

AMENDMENT TO THIRD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This Amendment to Third Mortgage, Assignment of Rents and Security Agreement (hereinafter called the "Amendment"), made this 30th day of September, 1993, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust No. 63140, dated DECEMBER 17, 1984 ("Mortgagor"), the sole beneficiary of which is CONTINENTAL COMMERCIAL PARTNERS, LIMITED PARTNERSHIP, an Illinois limited partnership formerly known as Continental Commercial Partners, Ltd. ("Beneficiary"), and the CITY OF CHICAGO, a municipal corporation duly organized and existing under the laws of the State of Illinois (the "Mortgagee");

WITNESSETH:

. DEPT-01 RECORDING \$31.50
. T#0011 TRAN 7969 11/04/93 16:11:00
. #1288 # *-93-895510
. COOK COUNTY RECORDER

WHEREAS, Mortgagor and Beneficiary have executed and delivered to Mortgagee a note in the principal amount of \$1,000,000.00 payable to Mortgagee and dated April 8, 1988 (the "IDAG Note");

WHEREAS, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions in the IDAG Note, Mortgagor executed and delivered a certain Third Mortgage, Assignment of Rents and Security Agreement dated April 11, 1988 (the "Third Mortgage"), encumbering certain real estate in Cook County, Illinois,, located on the southeast and southwest corners of the intersection of West 76th Street and South Racine Avenue, Chicago, Illinois and more particularly described in Exhibit "A" attached hereto (the "Mortgaged Property");

WHEREAS, the Third Mortgage was filed with the Cook County Recorder of Deeds on April 11, 1988 as Document No. 88149272 and was registered with the Cook County Registrar of Titles on April 11, 1988, as LR Document No. 3699578;

WHEREAS, as of the date hereof, the parties have entered into a certain Amendment to Promissory Note which amends the IDAG Note;

WHEREAS, Pursuant to the Amendment to Promissory Note of even date herewith all accrued interest and any other amounts accrued

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and unpaid under the IDAG Note as of May 19, 1993 have been capitalized and added to the principal balance of the IDAG Note as of May 19, 1993;

WHEREAS, accordingly, the revised principal amount of the IDAG Note is One Million One Hundred Ninety Eight Thousand Six Hundred Sixty and 28/100 Dollars (\$1,198,660.28);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The Third Mortgage is hereby amended so that all references contained therein to the IDAG Note are hereafter deemed to mean and include the Amendment to Promissory Note of even date herewith executed by the parties.

2. All references in the Third Mortgage to the Third Mortgage, the IDAG Redevelopment Loan Agreement and any other security documents are hereafter deemed to mean and include this Amendment and any and all amendments and modifications thereto executed in connection with the Amendment to Promissory Note and this Amendment.

3. Article II, Section (2) of the Third Mortgage is hereby deleted in its entirety and the following paragraph is substituted in its place:

(2) Junior Mortgage. This is a junior mortgage on the Premises, and is subject and subordinate in each and every respect to any and all rights of any kind created by (i) the certain Mortgage of even date herewith (the "First Mortgage") made by Mortgagor in favor of American National Bank and Trust Company of Chicago, recorded in the office of the Cook County Recorder of Deeds and securing a Mortgage Note in the amount of \$1,900,000 and (ii) that certain Junior Mortgage dated March 18, 1986 and recorded as Document No. 86269926 in the Office of the Cook County Recorder of Deeds, as amended by that certain Amendment to Junior Mortgage of even date herewith recorded in the office of the Cook County Recorder of Deeds securing two (2) notes, as amended, of even date therewith in the revised aggregate principal amount of \$2,751,103.02 (collectively hereinafter referred to as the "Senior Mortgage"). Mortgagor will pay promptly when due any sums due under said notes and shall perform promptly and fully any acts required under the Senior Mortgage. Mortgagor will not, without the prior written consent of Mortgagee, modify, extend or amend the Senior Mortgage or increase the amount of the indebtedness secured thereby. The First Mortgage is

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being recorded in advance of this Amendment in connection with the release and discharge of the Mortgage dated December 1, 1985, referred to in the deleted portion of Article II, section (2)(i) of the Third Mortgage.

4. Article II, Section (6)(a) of the Third Mortgage is hereby amended by deleting the clause "the certain mortgage dated December 1, 1985 and recorded as Document No. 86065972 in the office of the Cook County Recorder of Deeds, securing a note in the principal amount of \$6,000,000" and substituting in its place the phrase "the First Mortgage defined in Article II, Section (2) above."

5. Article II, Section (26) is hereby amended by deleting the reference to Coffield Ungaretti Harris & Slavin and substituting in its place the following:

With a copy to : Willard N. Nyman, Esq.
343 South Dearborn Street
Suite 1110
Chicago, IL 60604

6. Except to the extent amended by this Amendment, the Third Mortgage and all terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

7. Mortgagor hereby confirms for the benefit of Mortgagee that the Third Mortgage, as hereby amended, secures payment of the IDAG Note, including the revised principal amount reflected in the recitals above and as otherwise amended, together with interest thereon, in accordance with the terms of the IDAG Note, as amended, and any additional indebtedness or obligations owed by Mortgagor on account of the IDAG Note and the IDAG Redevelopment Loan Agreement (defined in the Third Mortgage) and on account of any future payments, advances or expenditures made by Mortgagee pursuant to the IDAG Note, the Third Mortgage or the IDAG Redevelopment Loan Agreement, all as amended.

8. This Amendment is executed by Mortgagor, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby states that it as Trustee possesses full power and authority to execute this instrument) and it is expressly understood and agreed by the Mortgagee and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note

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secured by this Mortgage shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the liability of any guarantor of the Note or any other person or entity executing the Note or this Amendment.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument the date and year first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but as Trustee under Trust No. 63140

By: 

Name: P. JOHANSEN

Title: Second Vice President

Attest:

By: 

Name: Gregory S. Kasprzyk

Title: ASSISTANT SECRETARY

MORTGAGEE:

THE CITY OF CHICAGO, ILLINOIS

By: 

Name: Valerie Jarrett

Title: Commissioner - Department
of Planning and Development

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officers of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, 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, sealed and delivered the said instrument as officers of the Bank, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this day of
OCT 22 1993 19 .

Pamela Ann Csikos

Notary Public
Commission Expires _____
"OFFICIAL SEAL"
PAMELA ANN CSIKOS
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/01/96

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officers of THE CITY OF CHICAGO, ILLINOIS, 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, sealed and delivered the said instrument as officers of the City, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this 22nd day of October, 1993.

Mary M. Doody

Notary Public
My Commission Expires 8-12-95

C:\WP50\KLM\AMENDNM2.MOR\AV

OFFICIAL SEAL
MARY M DOODY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 12, 1995

Amendment to Third Mortgage, Assignment of Rents and Security Agreement
(1046)

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COOK COUNTY CLERK'S OFFICE
JAN 10 2010 10:10 AM
100 N. LA SALLE ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1: That part of the East half of the South West quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the South West quarter of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, said point being 7.00 feet South of the South line of the North quarter of the East half of the South West quarter of said Section 29, thence South along the West line of the East 33 feet of said South West quarter of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the West 125.00 feet) in Jones' Subdivision of the West half of said Section 29, (except certain tracts conveyed) according to the plat of said William Redda's Subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the West line of Lot 2, the West line of Lot 1, in said Subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said South West quarter of Section 29; thence West along the South line of the North 15 chains of said South West quarter of said Section 29 a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East half of the South West quarter of said Section 29; thence North along said East line of the West 663.39 feet of the East half of the South West quarter of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the South West quarter of said Section 29; thence South Easterly along a diagonal line to the point of beginning.

ALSO,

Parcel 2:

Lots Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), and Forty-four (44) in Block Nine (9) in Auburn on the Hill First Addition,, being Hart's Subdivision of Blocks Nine (9), Ten (10), and Twenty-two (22) in the Subdivision of the South East quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, (except the North 99 feet), in Cook County, Illinois.

P.I.N.'s 20-29-307-002
20-29-307-003
20-29-408-040
20-29-408-011
20-29-310-017

7600-38 South Racine
Chicago, Illinois