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JC Hall

This Instrument prepared by, and after Recording return to:

Permanent Real Estate Tax Index Nos.

William J. Mitchell
Keck, Mahin & Cate
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431

See attached Exhibit A

R DEPT-01 RECORDINGS \$33.50
TH9999 TRAN 1613 11/00/93 00:37:00
#0877 # 4-93-904783
COOK COUNTY RECORDER

**FOURTH AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

Re: Burnham Place at Central Station

This FOURTH AMENDMENT ("Fourth Amendment") is made as of October 8th, 1993, by and between MCL/CENTRAL STATION LIMITED PARTNERSHIP, an Illinois limited partnership ("Mortgagor") and COLE TAYLOR BANK ("Mortgagee").

DEPT-01 RECORDINGS \$33.50
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R E C I T A L S

#0877 # 4-93-904783

Mortgagor made and delivered to Mortgagee that Mortgage and Security Agreement dated January 31, 1993 and recorded with the Cook County Recorder on February 9, 1993 as Document No. 93-107423 ("Mortgage") and that Assignment of Rents and Leases dated January 31, 1993 and recorded with the Cook County Recorder on February 9, 1993 as Document No. 93-107424 ("Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in Exhibit A to each such document. The Mortgage and the Assignment of Rents were delivered to Mortgagee pursuant to the terms of that certain Revolving Credit Construction Loan Agreement between Mortgagor, Mortgagee and certain other parties dated January 31, 1993 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined in the Loan Agreement). The Mortgage and the Assignment of Rents were delivered as collateral security for, among other things, the payment of a loan in the original amount of not more than \$8,500,000 outstanding at any one time and not more than \$37,872,499.00 ("Loan") made by Mortgagee to Mortgagor, evidenced by that certain Mortgage Note dated January 31, 1993 (the "Note") made by Mortgagor payable to the order of Mortgagee in the principal amount of not more than \$8,500,000 (or so much thereof as shall be disbursed from time to time).

COOK COUNTY RECORDER

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The Loan Agreement, the Note, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents have been amended as follows:

(a) pursuant to the terms of that certain First Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of May 20, 1993 ("First Amendment"), wherein the Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, and to include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land as the Premises. Mortgagor and Mortgagee entered into a certain First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of even date with the First Amendment and recorded on May 28, 1993 as Document No. 93405911 ("First Mortgage Amendment") which encumbered the Additional Land (as defined in the First Mortgage Amendment) with the lien of the Mortgage and the rights secured under the Assignment of Rents; and

(b) pursuant to the terms of that certain Second Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of June 15, 1993 ("Second Amendment"), wherein the Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in the Second Amendment to the real estate legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, as amended by the First Amendment, and to include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land as the Premises. Mortgagor and Mortgagee entered into a certain Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of even date with the Second Amendment and recorded on June 18, 1993 as Document No. 93463760 ("Second Mortgage Amendment") which encumbered the Additional Land (as defined in the Second Mortgage Amendment) with the lien of the Mortgage and the rights secured under the Assignment of Rents; and

(c) pursuant to the terms of that certain Third Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and other Loan Documents dated as of July 14, 1993 ("Third Amendment"), wherein the Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in the Third Amendment to the real estate legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, as amended by the First and Second Amendment, and to

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include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land as the Premises and to increase the amount of the Loan which may be outstanding at any one time from Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) to Ten Million Dollars (\$10,000,000.00). Mortgagor and Mortgagee entered into a certain Third Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, dated as of even date with the Third Amendment and recorded on July 21, 1993 as Document No. 93564881 ("Third Mortgage Amendment") which, among other things granted Mortgagee a first and prior mortgage lien and security interest under the Mortgage in all the Additional Land to be acquired by Mortgagor pursuant to the terms of the Third Amendment and the rights secured under the Assignment of Rents. The Note was also amended and restated by the terms of a certain First Amended and Restated Mortgage Note made by Mortgagor and dated as of even date with the Third Amendment.

Mortgagor and Mortgagee once again desire to amend the Mortgage to reflect the amendment of the Loan Agreement, Mortgage Note, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents as provided in a certain Fourth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of even date herewith by Mortgagor, Mortgagee and certain others ("Fourth Amendment"). The Mortgagor and Mortgagee have agreed to include the Additional Land defined in the Fourth Amendment, consisting of Lots 14 through 19, both inclusive, in the Central Station Second Resubdivision, Chicago, IL, and as legally described in Exhibit A attached to and made a part of the Fourth Amendment to the "Premises" encumbered by the Mortgage and the Assignment of Rents.

Accordingly, Mortgagor and Mortgagee hereby amend the Mortgage as follows:

1. All references to the Loan Agreement, the Guaranty, the Environmental Indemnity Agreement and the Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the Fourth Amendment.

2. All references in the Mortgage and the Assignment of Rents to the "Premises" shall mean and refer to the Premises including the Additional Real Estate legally described in Exhibit A hereto ("Additional Real Estate") and all items of personalty and all tangible and intangible property comprising the Premises including the Additional Real Estate, and the Mortgage and the Assignment of Rents shall be fully effective and binding in accordance with their respective terms and provisions as to the Additional Real Estate.

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3. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

This Amendment has been entered into as of the date first above written.

MORTGAGOR:

MCL/CENTRAL STATION LIMITED
PARTNERSHIP

By: MCL Central Station, Inc., its
general partner

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: Secretary

MORTGAGEE:

COLE TAYLOR BANK

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]
Its: Asst. Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

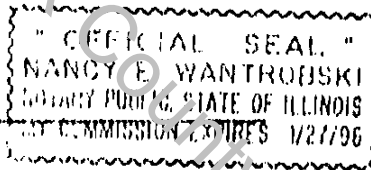
I, Nancy E. Wantrobski, a Notary Public in and for said County and State, do hereby certify that DANIEL E. MCLEAN the PRESIDENT and MARILYN WALSH the SECRETARY of MCI Central Station, Inc. ("General Partner"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, as the free and voluntary act of the General Partner and of the Mortgagee, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 8th day of October, 1993.

Nancy E. Wantrobski
NOTARY PUBLIC

(SEAL)

My commission expires: _____



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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that William E. Kinsey and Dwight Livingston, the Vice President and , respectively, of Cole Taylor Bank (the "Bank"), 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 said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of October, 1993.



Michelle Gaspar
NOTARY PUBLIC

(SEAL)

My commission expires: 4/6/97

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EXHIBIT A

Legal Description of the Additional Real Estate

LOT 14, 15, 16, 17, 18, AND 19 IN CENTRAL STATION 2ND RESUBDIVISION, BEING A RESUBDIVISION OF CENTRAL STATION RESUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 24, 1993 AS DOCUMENT NUMBER 93766226, IN COOK COUNTY, ILLINOIS.

17-72-109-003

17-72-109-004

1461 S. Indiana

Clay J.

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