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MODIFICATION, FORBEARANCE AND ESTOPPEL AGREEMENT

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THIS MODIFICATION, FORBEARANCE AND ESTOPPEL AGREEMENT (this "Agreement"), made as of the 30th day of December, 1992, between WELLS HISTORIC ASSOCIATES, a Pennsylvania limited partnership ("Borrower"), and GHGE-2 ASSOCIATES, a Pennsylvania partnership ("Lender");

DEPT-01 RECORDING 361.50
T:5555 TRAM 4728 01/04/93 13:03:00
49113 + *-93-000956
COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, Borrower is the maker of a certain Mortgage Note to Meridian Mortgage Corporation, a Pennsylvania corporation ("Meridian") in the original principal face amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000) dated December 26, 1985, which Mortgage Note was assigned by Meridian to Goldome Realty Credit Corp. ("GRCC"), and was further assigned by GRCC to the Federal Deposit Insurance Corporation, as Receiver for ([Goldome] ("FDIC")) (the Mortgage Note, as so assigned, being referred to herein as the "Note");

WHEREAS, the Note is secured by, inter alia, a Mortgage and Security Agreement from Borrower to Meridian dated December 26, 1985 recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois (the "Recorder's Office") as document number 85343837 (the "Mortgage"), which Mortgage encumbers property described on Exhibit A attached hereto together with all improvements thereon (collectively, the "Mortgaged Property");

WHEREAS, the Mortgage and certain other documents evidencing and securing the loan were assigned by Meridian to GRCC pursuant to an Assignment of Mortgage Note, Mortgage and Security Agreement and Other Collateral dated August 17, 1989 recorded in the Recorder's Office as document number 89-512985 and by an Assignment dated August 17, 1989 recorded in the Recorder's Office as document number 89480996;

WHEREAS, the Note, Mortgage and Other Documents evidencing or securing the Note were assigned by GRCC to the FDIC by an Assignment of Real Estate Mortgage dated June 8, 1992 from GRCC to the FDIC recorded in the Recorder's Office as Document Number 92-417334;

WHEREAS, Lender, in reliance on Borrower's agreement to enter into this Agreement with Lender, has purchased from the FDIC the Note, the Mortgage, and certain other loan documents, all as

Prepared by: Stephen M. Lyons, III
2500 One Liberty Place
Philadelphia, PA 19103

mail to LTIC
Two Penn Center Plaza
Suite 1230
Philadelphia Pennsylvania
19102
ATTN: Celeste M. Dolce

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more particularly described on Schedule "B" attached hereto and made a part hereof (the Note, the Mortgage and such other loan documents are hereinafter collectively referred to as the "Loan Documents");

NOW, THEREFORE, in consideration of the mutual promises herein contained and in order to induce Lender to purchase the Loan Documents, Borrower and Lender, intending to be legally bound, hereby covenant and agree as follows:

1. Borrower hereby represents and certifies that (a) the Loan Documents have not been amended or modified and are in full force and effect, (b) the Loan Documents have been duly authorized, executed and delivered by Borrower and constitute the entire agreement between the FDIC and Borrower with respect to the loan evidenced by the Note, and (c) the only defaults under the Note and the other Loan Documents consist of failure to timely pay interest and principal when due under the Note and the other Loan Documents.

2. Borrower hereby certifies, acknowledges and declares that it does not have any charge, claim, demand, plea, defense, counterclaim or set-off upon, for or against the Note, any of the other Loan Documents or any of the obligations arising thereunder.

3. Borrower hereby represents and warrants to Lender that, notwithstanding any contrary provision contained in any of the Loan Documents, the total unpaid balance of the indebtedness evidenced, and intended to be evidenced, by the Note and secured, and intended to be secured, by the other Loan Documents is \$6,887,426.68 as of the date hereof (representing \$4,800,000 of principal, \$2,017,866.68 of accrued but unpaid interest (the "Overdue Interest"), and \$69,560 of late charges and other sums).

4. Notwithstanding any provision in the Note or the other Loan Documents to the contrary (all of which contrary provisions are hereby deleted therefrom), Borrower and Lender hereby agree (and the Loan Documents are hereby modified to reflect such agreement) that:

- (a) the Overdue Interest and any interest or other sum accrued but unpaid under the Note shall bear interest at a rate (the "Delinquency Rate") from and after the occurrence of a Default or Event of Default equal to five percent (5%) per annum in excess of the applicable interest rate set forth in the Note computed from the date such payment was due and payable to the date of receipt of such installment by Lender in good

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and immediately available funds; provided, however, that if any such late charge hereunder is not recognized as liquidated damages for such delinquency (as contemplated by Borrower and Lender), and is deemed to be interest in excess of the amount permitted to be charged to Borrower under applicable law, Lender shall be entitled to collect a late charge only at the highest rate permitted by law, and any interest actually collected by Lender in excess of such lawful amount shall be deemed a payment in reduction of the principal amount then outstanding under the Note and shall be so applied,

- (c) any other sums payable by Borrower under the Loan Documents which are not paid when due shall bear interest at the Delinquency Rate (as defined above), and
- (d) Borrower shall pay to Lender on or before the 10th day of each month 100% of Net Cash Flow (as defined hereinafter) for the immediately preceding month, such Net Cash Flow to be applied first to the payment of any costs or expenses of Lender, second to the payment of accrued and unpaid interest for the month to which such Net Cash Flow is attributable, third to the payment of accrued and unpaid interest in respect of prior months (including without limitation any unpaid Overdue Interest), in such order as Lender may determine in its sole discretion, and fourth to the reduction of principal. The Loan Documents are hereby modified to provide that all such payments of Net Cash Flow shall be accompanied by an income and expense statement, prepared at Borrower's expense, certified by the general partner of Borrower setting forth the amount of such Net Cash Flow, and that such statement shall be subject to audit and review by Lender at any time at Borrower's expense.

"Net Cash Flow" for a given period shall mean all cash and revenue for such period (or portion thereof) from any source whatsoever derived (excluding advances by Lender) from the use and operation of the Mortgaged Property determined on a cash basis, including but not limited to interest earned on sums held for the benefit of Borrower, less Permitted Expenses (as hereinafter

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defined) for such period (or portion thereof). "Permitted Expenses" shall mean costs and expenses actually incurred and paid by Borrower in the operation of the Mortgaged Property during such period, determined on the basis of sound cash basis accounting practices applied on a consistent basis, including without limitation required real estate tax escrow payments to Lender, but specifically excluding (i) foreign, United States, state and local income taxes, franchise taxes or any other taxes based on income unless the taxes are assessed or imposed in lieu of or substitution for real estate taxes, (ii) depreciation, amortization, and any other non-cash deductions of Borrower for income tax purposes, (iii) costs paid from the repair escrow described in Section 8 of this Agreement or costs of capital improvements (but Permitted Expenses shall include deposits into the repair escrow described in section 8 of this Agreement), (iv) debt service payments to GECC or payments of Net Cash Flow to GECC, and (v) any cost or expense paid with proceeds of advances made by Lender or paid from escrows held by GECC.

5. Notwithstanding any provision in the Note or the other Loan Documents to the contrary (all of which contrary provisions are hereby deleted therefrom), Borrower and Lender hereby further agree (and the Loan Documents are hereby modified to reflect such agreement) that so long as Lender receives from Borrower timely payments of all Net Cash Flow, as specified above and if such payment to GECC equals at least (a) \$25,600 each month (or an amount each month equal to 1/12 of 10% of the sum of \$3,072,000 plus advances made after the date hereof by Lender for any reason), whichever is greater, and (b) \$307,200 each calendar year (or an amount each calendar year equal to 10% of the sum of \$3,072,000 plus advances made after the date hereof by Lender for any reason), whichever is greater, Lender will forbear until the maturity date from exercising any remedies under the Note or any of the other Loan Documents (all as modified herein) so long as no Default or Event of Default (other than a Default or Event of Default arising solely due to Borrower's failure to pay the Overdue Interest or the full amount of interest at the aforesaid rate of interest at the Contract Rate of Interest on a current basis, which defaults in this parenthetical are referred to herein as "Interest Defaults") occurs on or after the date hereof. Borrower further covenants and agrees that it shall not pay any property management fees prior to payment to Lender of (i) the minimum monthly payments required pursuant to this Paragraph 5 (and/or all other sums due Lender, including sums due under

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paragraph 8 of this Agreement, other than Net Cash Flow) and (ii) Permitted Expenses (excluding management fees) then due; provided, however, that if and to the extent that, in any subsequent month, Borrower has sufficient funds on hand to pay Lender's minimum monthly payment as aforesaid (and/or all other sums due Lender other than Net Cash Flow) and also to pay all Permitted Expenses (excluding management fees) then due and payable, then Borrower shall be permitted to pay accrued but unpaid property management fees (without interest) and any such payment shall be a Permitted Expense for purposes of calculating Net Cash Flow due Lender.

6. From and after the date hereof, and after satisfaction by Borrower of the conditions set forth below, Lender shall advance to Borrower amounts not to exceed \$50,800 in the aggregate for the uses and purposes set forth on the budget attached hereto as Schedule "C". Such advances shall be made upon satisfaction of the following conditions:

- (a) Borrower and Lender shall have executed, and there shall have been recorded, amendments to the Mortgage and the other Loan Documents (all as modified herein), in form and scope reasonably satisfactory to Lender, and Borrower shall have executed and delivered to Lender an environmental indemnity agreement and Form UCC-1 Financing Statements, all in form and scope reasonably satisfactory to Lender.
- (b) At the execution hereof, Lender shall have received a title policy in form and scope reasonably satisfactory to Lender. As a condition for receiving either the initial advance or any subsequent advances, Borrower shall provide to Lender a title bringdown and endorsement showing no liens or encumbrances against the Mortgaged Property other than liens or encumbrances set forth in Lender's title policy or otherwise approved in writing by Lender.
- (c) As a condition for the initial advance only, Lender shall have received an opinion of Borrower's counsel, in form and scope reasonably satisfactory to Lender.
- (d) Borrower shall give Lender a written notice of each request for an advance at least ten (10) days prior to the date on which such requested advance is to be made and shall include the amount of the advance being requested.

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- (e) Each advance by Lender to Borrower will increase the outstanding principal balance of the Note (as modified herein) by the amount of the advance.
- (f) There shall have been no material adverse change in the net income of the Mortgaged Property or in the business or financial condition or management of Borrower or of any guarantor, and no law, regulation, ordinance, moratorium, injunctive proceeding, restriction or similar matter shall have been enacted, adopted or threatened by any federal, state or local government or any board, authority, commission, agency or department asserting jurisdiction over the subject matter if the result of such law, regulation, ordinance, moratorium, injunctive proceeding, restriction or like matter would have the effect, in Lender's reasonable judgment, of materially and adversely affecting the expected benefits to be gained by Borrower in connection with its ownership of the Mortgaged Property or by Lender in connection with the loan evidenced by the Note (as modified herein) for any reason, whether because of Borrower's being prohibited or delayed in converting the Mortgaged Property to usage other than its present use or otherwise.
- (g) No Default or Event of Default (other than Interest Defaults) shall have occurred, and no event which with notice or passage of time, or both, would constitute such a Default or Event of Default shall have occurred.
- (h) The Mortgaged Property shall not have suffered any damage by fire or other casualty, which damage shall not have been repaired and restored in accordance with the Mortgage or which damage shall not be the subject of ongoing repairs in accordance with the Mortgage.
- (i) No condemnation which would adversely affect the net operating income or economic viability of the Mortgaged Property or adverse zoning or usage change proceedings shall have been commenced with respect to the Mortgaged Property by any governmental authority having the power to condemn or

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change the zoning or usage of the Mortgaged Property.

- (j) Other than the matters dealt with in subsections (f)-(i) hereof, no law, regulation, ordinance, moratorium, injunctive proceeding, restriction or similar matter shall have been enacted by or adopted by or pending before any federal, state or local government or any board, authority, commission, agency or department asserting jurisdiction over the Mortgaged Property, if the result of such law, regulation, ordinance, moratorium, injunctive proceeding, restriction or like matter would have the effect of materially and adversely affecting the security for the loan evidenced by the Note (as modified herein).
- (k) Borrower shall deliver to Lender such other documentation as Lender may reasonably request to the extent required by changes in applicable law.
- (l) Borrower shall pay all of Lender's costs and expenses (including reasonable attorneys' fees, engineering fees and costs) in connection with such advance (which amounts may be withheld from such advance by Lender).
- (m) The proceeds of each advance shall be used solely to defray costs incurred after the date hereof and making capital improvements approved by GECC. All such capital improvements must be pre-approved by GECC (and its engineer), and all work completed to the satisfaction of GECC (and its engineer), before the advance will be made.

Such advances may be made by Lender to Borrower or to the entity performing such improvement work or for which such related expenses are incurred. Upon occurrence of a Default or Event of Default, Lender's obligation to make advances to Borrower shall cease.

This Agreement sets forth the entire obligation of Lender to make advances under the Loan Documents on and after the date hereof and all provisions of the Loan Documents purporting to describe any such advance obligations of Lender are hereby superseded and are therefore hereby deleted therefrom in their entirety.

7. Notwithstanding any provision in the Note or any of the other Loan Documents to the contrary, all payments due under

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the Note and/or the other Loan Documents (all as modified herein) shall be payable as follows:

GECC-CREF
P.O. Box 8500-6840
Philadelphia, PA 19178-6840
Commercial Real Estate

or at such other place as Lender or other holder of the Note (as modified herein) shall notify Borrower in writing.

8. Borrower and Lender hereby agree that the Loan Documents are hereby modified to reflect the following:

- (a) The maturity date of the Note is hereby extended to December 31, 1997. Borrower shall have no further rights to extend the maturity date, notwithstanding anything to the contrary set forth in the Note.
- (b) The defined term "Event of Default" as used in the Note shall be deemed to mean the occurrence of a Default or an Event of Default under any of the other Loan Documents (as modified hereby) or a failure by Borrower to comply with any provision of this Agreement.
- (c) The Mortgage shall provide that Borrower shall, on or before the 10th day of every month after the date hereof, deposit with Lender an amount, as determined by Lender, equal to 1/12th of the annual real estate taxes due with respect to the Mortgaged Property, together with such additional amounts as Lender may from time to time determine to be necessary in order to ensure that the total amount of such deposits made with Lender shall be sufficient to pay in full the amount of such real estate taxes on or prior to the due date therefor. Such amounts may be held by Lender without interest and may be commingled with Lender's other funds, may be applied by Lender to the payment of such real estate taxes when due and may, from and after the occurrence of a Default or Event of Default, be applied by Lender to the repayment of any sums due Lender, and in any order, under any of the Loan Documents.
- (d) The Mortgage shall provide that Borrower shall, on or before the 10th day of every

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month after the date hereof, deposit with Lender an amount equal to \$1,400.00 to be held in escrow by the Lender to pay for future repairs and maintenance for the Mortgaged Property. Lender will release from escrow amounts required to pay for repairs and maintenance items which have been approved in advance by Lender and for which the work has been completed to the satisfaction of Lender's engineer. No such escrowed funds, however, may be used for repair or replacement of carpet, flooring or window blinds in any apartment. All such advances shall be made upon the same terms and conditions set forth in paragraph 6 of this Agreement (other than subparagraphs (c) and (e) of paragraph 6. Any amounts released from escrow may be paid, at Lender's option, directly to the entity performing the repairs or maintenance. Such amounts may be held by Lender without interest and may be commingled with Lender's other funds, may be applied by Lender, from and after the occurrence of a Default or Event of Default, to the repayment of any sums due Lender, and in any order, under any of the Loan Documents.

- (e) Borrower shall prepare and forward to Lender quarterly repair and maintenance budgets regarding all repair and maintenance items performed in the previous calendar quarter and to be performed in the next calendar quarter, whether or not such items are to be paid, in full or in part, pursuant to any advances under this Agreement or out of any escrows maintained by Lender.
- (f) Notwithstanding any provision contained in any of the Loan Documents to the contrary (all of which contrary provisions are hereby deleted therefrom), Lender shall have the right at any time, whether before or after the occurrence of a Default or Event of Default, to notify each of the tenants or other occupants of the Mortgaged Property that the rents, income and profits of the Mortgaged Property have been assigned to Lender and requiring such tenants and other occupants to pay all rents and other sums due to Borrower directly to Lender or to a lockbox established for the account of Lender, and Borrower shall cooperate with

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Lender in so notifying such tenants and other occupants and in establishing such lockbox or other arrangement satisfactory to Lender.

- (g) Notwithstanding any provision contained in any of the Loan Documents to the contrary (all of which contrary provisions are hereby deleted therefrom), the Loan Documents shall permit Lender, from and after the occurrence of a Default or Event of Default, to apply all rents, issues and profits of and from any of the Mortgaged Property and all proceeds of the sale of any of the Mortgaged Property, or any other collateral, to the repayment of all indebtedness evidenced by the Note and secured by the other Loan Documents (all as modified herein), including without limitation, the entire unpaid principal balance of the Note, all accrued and unpaid interest thereon, all other sums payable under the Loan Documents and interest on all overdue sums at the Delinquency Rate and in such order as Lender, in its sole discretion, may determine.
- (h) The provisions of all Loan Documents shall inure to the benefit of Lender and its successors and assigns.
- (i) The provisions of the Loan Documents purporting to limit the personal liability of Borrower to Lender for the repayment of the indebtedness evidenced and secured thereby are hereby modified (1) to include within the exceptions to such limitation of liability any intentional waste or mismanagement of any of the Mortgaged Property; any failure to apply the rents, issues and profits of and from the Mortgaged Property to the payment when due of all operating expenses of the Mortgaged Property and all debt service and other sums due under the Loan Documents, as modified hereby; and the obligation to indemnify Lender pursuant to paragraph 24 of the Mortgage for matters relating to environmental laws; which additional exceptions shall apply to the liability of Borrower only and not to any partner in Borrower or any partner (direct or indirect) in any partner in Borrower, and (2) to confirm that such limitation of liability shall in no event be construed to limit or prevent the exercise by Lender of any of its

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rights or remedies under the Loan Documents, at law or in equity, including without limitation the right to have a judgment entered against Borrower, so long as the execution on any such judgment or other exercise of rights shall not extend to execution against or recovery out of any assets of Borrower or any of the partners in Borrower other than the Mortgaged Property and such other collateral as is provided Lender under the Loan Documents.

(j) Notwithstanding any provision in any of the Loan Documents to the contrary (all of which contrary provisions are hereby deleted therefrom), all notices, demands, requests and other communications to be given shall be sent to it at the following address or to such other address as such party may from time to time designate in writing:

If to Lender:

1528 Walnut Street
9th Floor
Philadelphia, Pennsylvania 19102
Attention: Senior Investment Manager

with a copy to:

General Electric Capital Corporation
260 Long Ridge Road
Stamford, CT 06902
Attention: Counsel,
Commercial Real Estate
Financing Department

If to Borrower:

c/o Historic Landmarks for Living
237 Chestnut Street
Philadelphia, PA 19106

(k) Borrower shall not enter into any management, leasing or similar arrangement after the date hereof without the prior written consent of Lender, which consent may withheld by Lender in its sole discretion and which consent, in any event, shall be conditioned upon the receipt by Lender of an agreement, in form and substance satisfactory to Lender, from the other party to such agreement confirming that such party's rights are subject and

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subordinate in all respects to the rights, remedies and other provisions of the Loan Documents and also confirming that Lender, from and after the occurrence of a Default or Event of Default, shall have the right at any time to cancel such agreement immediately without payment of any termination fee or other charge.

- (1) Notwithstanding anything in the Note or the Mortgage contrary, Lender shall not be required to give any written notice to Borrower in the event of any failure by Borrower to make timely payments of interest due under the Note or timely payments of those sums required to be paid by Borrower pursuant to paragraphs 5 or 8 of this Agreement.

9. Borrower hereby restates for the benefit of Lender as of the date hereof all of the representations and warranties of Borrower set forth in the Mortgage and in the Building Loan Agreement dated December 26, 1985 between Borrower and Meridian, which representations and warranties are incorporated herein by reference as though fully set forth herein.

10. Borrower hereby further represents and warrants to Lender that (a) Borrower has the full power and authority to execute and deliver this Agreement and to perform this Agreement and the Loan Documents as modified hereby; (b) all necessary partnership action has been taken to authorize the execution, delivery and performance of this Agreement and the modification of the Loan Documents effected hereby; (c) no casualty or condemnation damage which has not been fully repaired and paid for now exists; and (d) the chief executive offices and principal place of business (as these terms are used in the Pennsylvania Uniform Commercial Code) of Borrower are and, since at least December 26, 1985, have been located in Philadelphia County, Pennsylvania.

11. Borrower and Lender hereby specifically agree that nothing contained in this Agreement or any of the Loan Documents (both as in existence at the time of purchase thereof by Lender and as modified herein) is intended or shall be construed to establish Borrower and Lender as joint venturers or partners or in any relationship other than that of debtor and creditor, and Borrower hereby indemnifies and agrees to hold Lender harmless from and against any and all damages, losses, claims, costs or expense resulting from such a construction or alleged construction of the relationship of Borrower and Lender.

12. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Loan

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Documents, the provisions of this Agreement shall govern and control. Except to the extent specifically modified hereby and except to the extent that they are inconsistent with the provisions hereof, all other terms and conditions of the Loan Documents remain unchanged and the Loan Documents, as so modified and to the extent so consistent herewith, are hereby ratified and confirmed.

13. With respect to the hazard insurance required to be maintained by Borrower pursuant to paragraph 11(a) of the Mortgage, the Mortgagee (as defined in the Mortgage) shall be named as a Mortgagee insured on all such policies and shall also be named, if requested by Mortgagee, as the sole loss payee on all hazard and rent loss insurance.

The Mortgage is hereby amended so as to require Borrower to maintain (a) comprehensive liability insurance in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, with the Lender named as an additional insured, and (b) rent loss or business interruption insurance with coverage in an amount not less than twelve months gross rental amounts (with all losses to be paid to the Lender).

14. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

15. All representation, warranties, certifications and agreements contained in this Agreement shall be deemed made as of the date hereof. The provisions of this Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, provided, however, that Borrower shall not be permitted to assign its rights or obligations hereunder. If any provision of this Agreement shall prove to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. The Lender's cost incurred in connection with the acquisition of the Loan Documents (including attorneys' fees and title costs) shall be paid by Borrower, such costs shall be advanced by Lender to third parties, and the obligation to repay such advances shall be evidenced by and repaid in accordance with the Note and this Agreement. The amount set forth in Section 3 of this Agreement is inclusive of the amounts to be paid by Borrower under this Section 16.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized signatories as of the date first above written.

GHGE-2 ASSOCIATES

By: General Electric Credit
Equities, Inc., general partner

Witness:



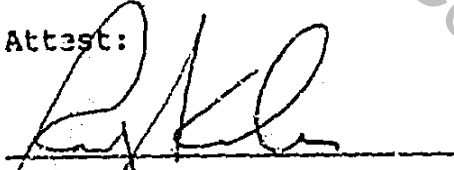
By:


Robert E. Nowicki

WELLS HISTORIC ASSOCIATES,
a Pennsylvania limited partnership,

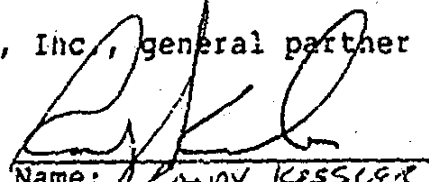
By: WKS Associates, general partner

Attest:


ASST. SECRETARY

By: KSS, Inc., general partner

By:


Name: RANDY KESSLER
Title: VICE PRESIDENT

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EXHIBIT "A"

LOTS 21, 22 AND 27 (EXCEPTING FROM SAID LOTS
TAKEN AS A TRACT THE EAST 4 FEET THEREOF TAKEN
FOR ALLEY) IN THE SUBDIVISION OF BLOCK 101 IN
SCHOOL SECTION ADDITION TO CHICAGO IN SECTION
16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PROPERTY ADDRESS: 651 SOUTH WELLS ST.
CHICAGO, ILLINOIS 60607

P.I.N. 17-16-402-011, 012, 013, 014 and 015

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LIST OF DOCUMENTS

1. Mortgage Note dated December 26, 1985 from Wells Historic Associates to Meridian Mortgage Corporation in the principal face amount of \$4,800,000.
2. Mortgage and Security Agreement dated December 26, 1985 between Wells Historic Associates and Meridian Mortgage Corporation recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 85-343-837.
3. Collateral Assignment of Leases dated December 26, 1985 by Wells Historic Associates to Meridian Mortgage Corporation recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 85-343-838.
4. Collateral Assignment of Agreements Affecting Real Estate dated December 26, 1985 from Wells Historic Associates to Meridian Mortgage Corporation recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 85-343-839.
5. Building Loan Agreement dated December 26, 1985 between Wells Historic Associates and Meridian Mortgage Corporation.
6. Guaranty dated December 26, 1985 by Stephen E. Solms and Historic Housing Limited Partnership to Meridian Mortgage Corporation.
7. Assignment dated December 26, 1985 from Wells Historic Associates to Meridian Mortgage Corporation assigning all of the right, title and interest of Wells Historic Associates to and under the Amended Restated Development Contract dated September 5, 1985 between Wells Historic Associates and Wells Development Company.
8. UCC-1 Financing Statement from Wells Historic Associates to Meridian Mortgage Corporation recorded January 8, 1986 in the Office of the Secretary of State for the State of Illinois as document number 2089196.
9. UCC-1 Financing Statement from Wells Historic Associates to Meridian Mortgage Corporation recorded December 31, 1985 in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 85-39534.

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Exhibit B

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10. Assignment of Mortgage Note, Mortgage and Security Agreement and Other Collateral dated August 17, 1989 from Meridian Mortgage Corporation to Goldome Realty Credit Corp. recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 89-512-985.

11. Assignment dated August 17, 1989 from Meridian Mortgage Corporation to Goldome Realty Credit Corp. recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 89-480996.

12. Assignment of Real Estate Mortgage from Key Corp. Mortgage Corp., formerly Goldome Realty Credit Corp., to the Federal Deposit Insurance Corporation, Receiver of Goldome dated June 8, 1992 recorded on June 11, 1992 in the Office of the Recorder of Deeds in and for Cook County, Illinois as document number 92-417334.

13. Agreement for Deed in Lieu of Foreclosure dated June 30, 1992 among Federal Deposit Insurance Corporation, Receiver of Goldome; Wells Historic Associates; WKS Associates; KSS, Inc.; Harold P. Weiss; and Meridian Mortgage Corporation.

14. Title Insurance Commitment No. 69-86-577 issued by Chicago Title Insurance Company, marked up on or about December 26, 1985, and any policy issued pursuant thereto.

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SCHEDULE "C"

1. Engineering/code compliance/
maintenance items (to be completed
by Borrower on or before 5-1-93)
See attached for detailed
breakdown \$30,800
2. Encapsulation or remediation of
possible asbestos material in
stairwells and basement (to be
completed by Borrower on or
before 5-1-93) \$20,900

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ESTIMATED BUDGET TO CORRECT ENGINEERING AND ENVIRONMENTAL ISSUES:

Code Compliance Issues (1):

1. Sealing voids around conduit penetrations through stairwell enclosures.....	\$500.00
2. Installation of lighted exit signs	\$250.00
	<u>\$750.00</u>

Deferred Maintenance Issues (1):

1. Installation of asphalt concrete overlay at rear alley.....	\$500.00
2. Tuckpointing repairs at base of building.....	\$1,000.00
3. Repair of joints between coping stones.....	\$800.00
4. Tuckpointing repairs at parapet walls.....	\$1,000.00
5. Repair of roof coating and walk pads.....	\$2,500.00
6. Repair of ponding on roof.....	\$1,500.00
7. Other roof repairs.....	\$9,000.00
8. Painting of steel steps to elevator penthouse.....	\$250.00
9. Repainting and treatment of stairwell walls to prevent mold.....	\$4,000.00
10. Repair of water damaged gypsum board in basement.....	\$250.00
11. Repair of painted plywood accent panels at front elevation.....	\$500.00
12. Repainting wood windows at west elevation.....	\$7,500.00
13. Replacement of secured wood doors at front elevation.....	\$1,000.00
14. Repair of sidewalk cracks at SW Corner of building.....	\$250.00
	<u>\$29,750.00</u>

Total Engineering Holdbacks..... \$30,800

(1) See Engineering Evaluation Report prepared by GTG Consultants, Inc. (12/21/92)

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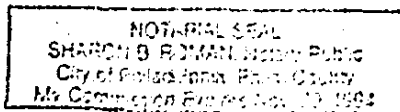
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On this, the 30th day of December, 1992, before me, a Notary Public, the undersigned, personally appeared Randy Kasler, who acknowledged himself to be the Vice President KSS, Inc., general partner of WKS Associates, a Pennsylvania limited partnership and sole general partner of PACKARD HISTORIC ASSOCIATES, a Pennsylvania limited partnership, and that he, as such general partner, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Sharon P. [Signature]
Notary Public

My Commission Expires:



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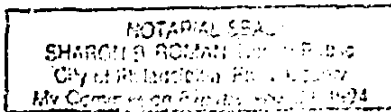
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 30th day of December, 1992, before me, a notary public, the undersigned, personally appeared Robert E. Nowicki, who acknowledged himself to be the Attorney-in-Fact of General Electric Credit Equities, Inc., a Delaware corporation, and the general partner of GHGE-2 Associates, and that he, as such attorney, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such attorney.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.


Notary Public

My Commission Expires:



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