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SECOND SUPPLEMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENTS OF RENTS

This Second Supplement to Mortgage and Security Agreement with Assignments of Rents and Assignment of Leases and Rents dated as of September 16, 1992 (the "Supplement") from Morgan Jackson Properties Company, (hereinafter referred to as "Mortgagor") and Harris Trust and Savings Bank, an Illinois banking corporation with its principal place of business at 111 West Monroe Street, Chicago, Illinois 60690, (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, the Mortgagor did heretofore execute and deliver to the Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of August 1, 1989 and recorded in the Recorder's Office of Cook County, Illinois on August 2, 1989 as Document Number 89354990 (the "Mortgage"), in order to secure all indebtedness, whether now outstanding or hereafter incurred, of Mortgagor owing to Harris; and

WHEREAS, the Mortgagor did heretofore execute and deliver to the Mortgagee that certain Assignment of Leases and Rents dated as of August 1, 1989 and recorded in the Recorder's Office of Cook County, Illinois on August 2, 1989 as Document Number 89354991 (the "Lease Assignment"), in order to secure all indebtedness, whether now outstanding or hereafter incurred, of Mortgagor owing to Harris; and

WHEREAS, the Mortgage and Lease Assignment currently secure, among other things, indebtedness of the Borrower in the principal sum of Four Million and no/100 Dollars (\$4,000,000.00) as evidenced by (i) that certain promissory note dated as of September 30, 1991 in the face principal amount of Four Million and no/100 Dollars (\$4,000,000.00) and payable to the order of Mortgagee whereby Mortgagor promises to pay on demand said principal sum together with interest thereon, or if no demand then at the rates and times therein provided (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as "Note One"); and

WHEREAS, the Mortgagor has entered into a Promissory Note dated as of even date herewith (the "Replacement Note") pursuant to which Harris has extended the maturity date of Note One to August 31, 1996; and

This Instrument prepared By:
Tara M. Lynch
Assistant Vice President
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60690

RETURN TO:
LEXIS Document Services
135 South LaSalle, Suite 1162
Chicago, IL 60603

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WHEREAS, as a condition precedent to extending the Note and making certain other financial accommodations to the Mortgagor, Harris requires the Mortgagor, and to accommodate that requirement the Mortgagor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Mortgagor which are currently subject to the lien of the Mortgage be and constitute collateral security for the increased indebtedness evidenced by the Replacement Note and all other indebtedness, whether now outstanding or hereafter incurred, of the Borrower to Harris; and

WHEREAS, the Mortgage and Lease Assignment are to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of the execution and delivery by Harris of the Replacement Note and other good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage and Lease Assignment shall be and hereby are supplemented and amended as follows, to wit:

To secure (i) payment of all principal of and interest on the Replacement Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, (ii) payment of all other indebtedness, obligations and liabilities including but not limited to Note Two which the Mortgage and Lease Assignment as supplemented secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained in the Mortgage and Lease Assignment as supplemented or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto and (iii) payment and performance of any and all other indebtedness, obligations and liabilities of whatsoever kind and nature of the Mortgagor to Harris whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and nowsoever held, evidenced or acquired, and whether several, joint or joint and several provided that if such other indebtedness, obligations and liabilities are interest bearing, such interest shall be at the Default Rate identified and defined in the Mortgage and Lease Assignment unless otherwise specified herein, and the aggregate principal amount of indebtedness secured by the Mortgage and Lease Assignment as supplemented hereby shall be limited to Four Million and no/100 Dollars (\$4,000,000.00) as set forth in Section 5 hereof (all of such indebtedness, obligations and liabilities referred to in the immediately foregoing clauses (i), (ii), and (iii) being hereinafter collectively referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign and pledge unto Harris and its successors as agent and assigns for the sole and exclusive benefit of Harris all and singular that certain real estate lying and being in Cook County in the State of Illinois described in Part I of Schedule B attached hereto and made a part hereof together with all of the properties, rights, interests and privileges described or identified in Granting Clauses I through VI, both inclusive, of the Mortgage, each and all of such Granting Clauses being hereby incorporated by reference herein with the same force and effect as though set forth herein in their entirety. The foregoing grant of a lien is in addition to and supplemental of and not in substitution for the grant of the lien created and provided for by the Mortgage and Lease Assignment, and nothing herein contained shall affect or impair the lien or priority of the Mortgage and Lease Assignment as to the indebtedness which would be secured thereby prior to giving effect to this Supplement.

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The Mortgagor hereby further covenants and agrees with, and represents and warrants to Harris as follows:

1. Mortgagor hereby repeats and reaffirms all covenants and warranties contained in the Mortgage and Lease Assignment, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage and Lease Assignment as supplemented hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage and Lease Assignment as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All of the provisions, stipulations, powers and covenants contained in the Mortgage and Lease Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage and Lease Assignment as supplemented hereby.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage and Lease Assignment. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage and Lease Assignment as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage and Lease Assignment as supplemented hereby shall have the same meanings in the Mortgage and Lease Assignment as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage and Lease Assignment to the term "indebtedness hereby secured" and the term "Described Obligations" shall in each case be deemed references to all the indebtedness, obligations and liabilities secured by the Mortgage and Lease Assignment as supplemented hereby; all references in the Mortgage and Lease Assignment to the Note shall be deemed references to the Replacement Note, and all references in the Mortgage and Lease Assignment to the term "Bank" and the term "Banks" shall in each case be deemed references to Harris. All of the provisions, stipulations, powers and covenants contained in the Mortgage and Lease Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness secured by the Mortgage and Lease Assignment as supplemented hereby.

4. The Mortgagor acknowledges and agrees that the Mortgage and Lease Assignment as amended hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage and Lease Assignment as amended hereby for the benefit and security of all the indebtedness hereby secured, including without limitation all advances from time to time made by Harris to the Borrower under the Replacement Note. Without limiting the foregoing, the Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Harris under the Mortgage and Lease Assignment, (ii) all obligations of the Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Harris, and the obligations of the Borrower to Harris, which exist under the Mortgage and Lease Assignment as amended hereby.

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5. This Supplement shall secure all advances made by Harris from time to time against the Replacement Note as well as all other indebtedness, obligations and liabilities defined herein as part of the indebtedness hereby secured, whether now existing or hereafter arising, provided that the total principal amount of the indebtedness secured by the Mortgage and Lease Assignment as supplemented hereby shall not exceed Replacement Note (plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements) at any one time outstanding unless a supplement changing such maximum amount is duly filed for record. Accordingly, the Mortgage and Lease Assignment as supplemented hereby is given to secure, among other things, revolving credit loans and shall secure not only presently existing indebtedness hereby secured but also future advances in respect of the same, whether such advances are obligatory or to be made at the option of Harris, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of the Mortgage and Lease Assignment, although there may be no advance made at the time of execution of this Supplement and although there may be no indebtedness hereby secured outstanding at the time any such advance is made. The lien of the Mortgage and Lease Assignment as supplemented shall be valid as to all indebtedness hereby secured, including future advances, from the time of filing of the Mortgage and Lease Assignment for record in the recorder's or registrar's office of each county in which the Mortgaged Premises are located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Harris may make under the Mortgage and Lease Assignment as supplemented, or any other documents with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$4,000,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). The Mortgage and Lease Assignment as supplemented shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

6. In order to induce Harris to increase its commitment for the amount of Note One and to accept this Supplement, the Mortgagor hereby represents and warrants to Harris that as of the date hereof and as of the time that this Supplement becomes effective, each of the representations and warranties set forth in the Mortgage and Lease Assignment as amended hereby are and shall be and remain true and correct and the Mortgagor shall be in full compliance with all of the terms and conditions of the Mortgage and Lease Assignment as amended hereby and no event of default as defined in the Mortgage and Lease Assignment as amended hereby, or any other event which with the lapse of time, the giving of notice or both would constitute such an event of default, shall have occurred and be continuing.

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

8. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage and Lease Assignment, any reference to the Mortgage and Lease Assignment in any of such to be deemed to be a reference to the Mortgage and Lease Assignment as amended and supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

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9. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of the Mortgagor, or by or on behalf of Harris, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage and Lease Assignment as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

IN WITNESS WHEREOF, Morgan Jackson Properties Company, has caused these presents to be signed by its Vice President and attested by its Secretary, the day and year first above written.

(SEAL)

Morgan Jackson Properties Company

ATTEST:

By: [Signature]
Its: Secretary

[Signature]
Its: Secretary

Eric C. Heenan
TYPE OR PRINT NAME:

Accepted and agreed to in Chicago, Illinois as of the day and date first above written.

HARRIS TRUST AND SAVINGS BANK
By: [Signature]
Its Vice President
JOSEPH E. LONG
(Type or Print Name)

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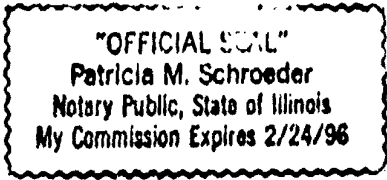
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia M. Schroeder, Notary Public in and for said County in the State aforesaid, do hereby certify that Joseph E. Long, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 21st day of December, 1992.

Patricia M. Schroeder
Notary Public

PATRICIA M. SCHROEDER
Type or Print Name



(NOTARIAL SEAL)

Commission Expires:
February 24, 1996

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, LINDA BRUSTED, a Notary Public in and for said County in the State aforesaid, do hereby certify that James J. Brasted, President of James J. Brasted Corporation, a corporation, and James J. Brasted, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

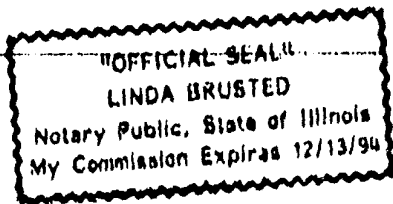
Given under my hand and notarial seal this 18th day of December, 1992.

Linda Brasted
Notary Public

LINDA BRUSTED
(Type or Print Name)

(SEAL)

Commission Expires:



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EXHIBIT A

Legal Description

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16 AND SUB-LOTS 1 TO 5 INCLUSIVE IN THE SUBDIVISION OF LOTS 9 AND 10 ALL IN BLOCK 14 IN DUNCAN'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 215 South Morgan Street
Chicago, Illinois

P.I.N. No.: 17-17-219-001-0000
17-17-219-002-0000
17-17-219-003-0000

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