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FIFTH AMENDMENT TO MORTGAGE NOTE, MORTGAGE,  
GUARANTY AND OTHER LOAN DOCUMENTS

THIS FIFTH AMENDMENT TO MORTGAGE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS is made as of the 1st day of October, 1992 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated July 1, 1987 and known as Trust No. 102964-08 (the "Trust") and LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), the sole beneficiary of the Trust (the Trust and the Partnership are hereinafter jointly referred to as "Borrower"), ROGER F. RUTTENBERG, DAVID P. BOSSY ("Bossy") and MICHAEL GEORGE ("George") (collectively, the "Guarantors"), and LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association ("Lender").

RECITAL:

. DEPT-01 RECORDING \$43.50  
. T#6666 TRAN 5892 01/19/93 15:11:00  
. #8961 # \*-93-045538  
. COOK COUNTY RECORDER

A. Lender agreed to loan to Borrower an amount not to exceed the sum of \$2,300,000 (the "Loan") pursuant to the terms and conditions set forth in that certain Construction Loan Agreement dated as of September 5, 1987 (the "Original Construction Loan Agreement") executed by Borrower and Lender.

B. The Loan is evidenced by that certain Mortgage Note (the "Original Note") dated September 5, 1987 in the original principal amount of \$2,300,000 made by Borrower and payable to the order of Lender, which Original Note was to have matured on July 31, 1990 (the "Original Maturity Date").

C. Pursuant to a certain Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "First Amendment") dated as of July 31, 1990 by and among Lender, Borrower and the Guarantors, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on November 1, 1990 as Document No. 9053581, Lender agreed to, among other things, extend the Original Maturity Date to February 1, 1991.

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Martin I. Behn, Esq.  
Greenberger Krauss & Tenenbaum, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

P.I.N. 30-19-218-022  
Street Address:  
777 River Oaks Drive  
Calumet City, Illinois



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D. Pursuant to a certain Second Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Second Amendment") dated as of February 1, 1991 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on April 12, 1991 as Document No. 91168598, Lender agreed to, among other things, extend the Original Maturity Date to December 1, 1991.

E. Pursuant to a certain Third Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Third Amendment") dated as of December 1, 1991 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on January 28, 1992 as Document No. 92053620, Lender agreed to, among other things, extend the Original Maturity Date to February 1, 1992.

F. Pursuant to a certain Fourth Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Fourth Amendment") dated as of February 1, 1992 by and among Lender, Borrower and the Guarantors, Lender agreed to, among other things, extend the Original Maturity Date to October 1, 1992.

G. The Original Construction Loan Agreement and the Original Note, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment are hereinafter referred to as the "Amended Construction Loan Agreement" and the "Amended Note," respectively.

H. The Amended Note is secured by the following documents, all of which are dated as of September 8, 1987, and have been amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment (except the document described in clause (iv)):

(i) Construction Mortgage and Security Agreement made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495832 creating a first mortgage lien on certain improved real estate located in Calumet City, Illinois and legally described in Exhibit A hereto (the "Property") (said Mortgage, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, is hereinafter referred to as the "Amended Mortgage");

(ii) Assignment of Rents and Leases made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495833;

(iii) Security Agreement (Chattel Mortgage) made by Borrower, as Debtor, to Lender, as Secured Party; and

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(iv) Partnership Assignment and Security Agreement dated as of January 22, 1992 (the "Partnership Assignment") by Bossy and George.

The aforementioned documents, as amended, and the Amended Note and the Amended Construction Loan Agreement are hereinafter referred to collectively as the "Amended Loan Documents".

I. Pursuant to a certain Guaranty dated as of September 8, 1987, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment (the "Amended Guaranty"), the Guarantors guaranteed (i) the due and punctual payment by Borrower of all amounts provided for in the Amended Note, the Amended Mortgage and the other Amended Loan Documents, and (ii) the due, punctual and full performance by Borrower of all covenants to be performed and observed by Borrower pursuant to the terms of the Amended Note, the Amended Mortgage and the other Amended Loan Documents.

J. As a result of the liquidation by Lender of certain securities pledged to Lender as collateral for the Loan, the outstanding principal balance of the Loan was reduced to \$1,810,561 on December 1, 1992.

K. Borrower has requested that Lender extend the Original Maturity Date to April 1, 1993. Lender has agreed to such extension subject to the terms and conditions hereof.

NOW, THEREFORE, in order to induce Lender to extend the Original Maturity Date, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower, the Guarantors and Lender agree as follows:

1. Recitals. The Recitals set forth above hereby are incorporated herein and made a part hereof.

2. Maturity Date. The maturity date of the Amended Note is hereby extended from October 1, 1992, to April 1, 1993 (the "Maturity Date").

3. Interest Rate. Notwithstanding anything to the contrary contained in any of the Amended Loan Documents, commencing January 1, 1993, the Loan Rate applicable to the principal balance of the Amended Note outstanding from time to time shall equal the "Prime Rate". The "Prime Rate" shall mean the general base prime rate of interest from time to time announced by Lender. Borrower acknowledges that Lender has made no representation that the Prime Rate (or any other rate) is the interest rate actually charged on other loans of Lender. In the event Lender ceases to use the term "Prime Rate" in setting a base rate of interest for commercial loans, then the Prime Rate

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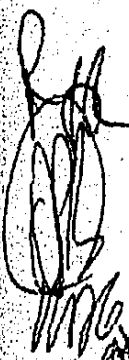


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herein shall be determined by reference to the rate used by Lender as a base rate of interest for commercial loans as the same shall be designated by Lender to Borrower.

4. Principal and Interest Payments. Notwithstanding anything to the contrary contained in any of the Amended Loan Documents, principal and interest payments on the Loan (if not sooner declared to be due in accordance with the provisions of the Amended Loan Documents) shall be made as follows: on January 1, 1993, and on the first day of each month thereafter through and including the month in which the Maturity Date occurs, installments of principal in the amount of \$2,000 each, together with all accrued and unpaid interest on the Loan, shall be due and payable. Borrower and the Guarantor hereby acknowledge and agree that the failure to make such payments when due shall be an Event of Default under the Amended Loan Documents.

 ~~5. Pledge Agreement. In order to provide additional security for the payment and performance of the obligations of Borrower under the Amended Loan Documents and of the Guarantors under the Amended Guaranty, on or before January 31, 1993, Borrower and/or the Guarantors shall grant to Lender a first perfected lien and security interest in certain collateral satisfactory to Lender in its sole and absolute discretion pursuant to the terms and conditions of a fully executed pledge agreement in form and substance satisfactory to Lender in its sole and absolute discretion. Borrower and the Guarantors hereby acknowledge and agree that the failure to pledge such collateral as aforesaid on or before January 31, 1993, shall be an Event of Default under the Amended Loan Documents.~~

6. Loan Expenses. Borrower hereby agrees to pay all of Lender's reasonable attorney's fees incurred in connection with the negotiation and documentation of the agreements contained in this Fifth Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Fifth Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within five (5) days after written demand therefor by Lender, they shall bear interest from the date so incurred until paid at the default rate provided in the Amended Note.

7. Required Deliveries. Lender's consent to the modifications of the terms and provisions of the Amended Note and the Amended Loan Documents as set forth herein shall be subject to Borrower and each Guarantor having delivered or causing to be delivered to Lender the following, all of which shall be in form and substance acceptable to Lender:

- (a) This Amendment;

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(b) Such additional endorsements to Ticor Title Insurance Company of California to Loan Policy No. 233302 (the "Title Policy") as Lender may reasonably require, including, without limitation, an endorsement or endorsements which (i) amends the description of the Amended Mortgage insured under the Title Policy to include this Fifth Amendment and (ii) extends the effective date of the Title Policy to the date of the recording of this Fifth Amendment;

(c) Evidence of the authority of Lakewest Equity Properties II, a general partner of the Partnership, to execute this Fifth Amendment on behalf of the Partnership; and

(d) Such other documents as Lender may reasonably require.

8. References. All references to the Note, the Mortgage, the Guaranty and the other Loan Documents contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents shall be deemed to refer to each of such documents as further amended by this Fifth Amendment.

9. Reaffirmation of Representations and Warranties. Borrower and each Guarantor hereby certify that each of their respective representations and warranties contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, as amended by this Fifth Amendment, is true, complete and correct in all respects.

10. Authority. Borrower and each Guarantor represent and warrant that each has full power and authority to execute and deliver this Fifth Amendment and to perform their respective obligations hereunder. Upon the execution and delivery thereof, this Fifth Amendment will be valid, binding and enforceable upon them. Execution and delivery of this Fifth Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower, or any Guarantor is a party or is bound or which is binding upon or applicable to the Property or any portion thereof.

11. No Default. Borrower and the Guarantors represent and warrant to Lender that as of the date hereof no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Amended Note, the Amended Mortgage, the Amended Guaranty or any of the other Amended Loan Documents.

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12. No Defenses. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower, any Guarantor or the Property, or which would prevent Borrower or any Guarantor from complying with or performing his or its respective obligations under the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, all as amended by this Fifth Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

13. Ratification of Amended Loan Documents. Borrower and each Guarantor hereby ratify and confirm their respective liabilities and obligations under the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Fifth Amendment, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims or set-offs to the enforcement thereof by Lender.

14. Ratification of Amended Guaranty. Each Guarantor hereby consents to the execution and delivery by Borrower of this Fifth Amendment. Each Guarantor hereby ratifies and confirms its liabilities and obligations under the Amended Guaranty, as amended by this Fifth Amendment, with respect to the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Fifth Amendment, and acknowledges that he has no defenses, claims or set-offs to the enforcement thereof by Lender.

15. Successors and Assigns. This Fifth Amendment shall be binding upon Borrower and each Guarantor and their respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

16. Binding Effect. Except as expressly provided herein, the Amended Note, the Amended Guaranty, the Amended Mortgage and the other Amended Loan Documents shall remain in full force and effect in accordance with their respective terms.

17. Counterparts. This Fifth Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Fifth Amendment.

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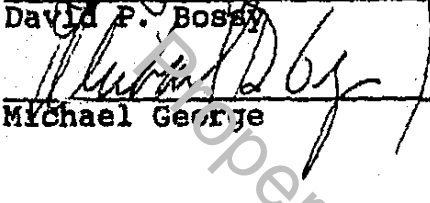
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee of the parties of the power and authority herein upon and vested in it as such Trustee. It is expressly understood and agreed that all of the provisions, covenants, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made on account of any warranty, liability, representation, covenant, undertaking or agreement of the Trustee in this instrument.

IN WITNESS WHEREOF, this Fifth Amendment has been entered into as of the date first above written.

## GUARANTORS:

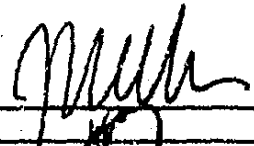
  
\_\_\_\_\_  
Roger F. Rittenberg

  
\_\_\_\_\_  
David P. Bossy

  
\_\_\_\_\_  
Michael George

## BORROWER:

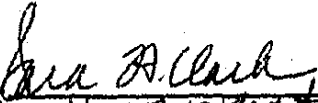
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee as aforesaid

By:   
\_\_\_\_\_  
Title: \_\_\_\_\_

Attest:   
\_\_\_\_\_  
Title: \_\_\_\_\_

## LENDER:

LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago), a national banking association

By:   
\_\_\_\_\_  
Title: Vice President

LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership

By: Lakewest Equity Properties II, an Illinois limited partnership, as general partner

By: Lakewest Equity, Inc., an Illinois corporation, as general partner

By:   
\_\_\_\_\_  
Title: \_\_\_\_\_

Attest:   
\_\_\_\_\_  
Title: Deputy Secretary

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## CONSENT

The undersigned, 101 S. Washington Limited Partnership, an Illinois limited partnership (the "Partnership"), hereby agrees that it shall not perform any action in contravention of the terms of the Partnership Assignment, as amended by the foregoing Fifth Amendment, and that it shall not accept any collateral or absolute assignment to any person or entity (other than Lender) of all or any portion of Bossy's and George's respective right, title or interest in the Partnership unless such act has been approved in writing by Lender. The undersigned hereby consents to the admission of Lender or its nominee or any other purchaser of the partnership interest(s) of Bossy and/or George in the Partnership at any public or private sale thereof conducted in accordance with the provisions of the Partnership Assignment, as amended, as a substitute partner of the Partnership.

101 S. WASHINGTON LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: 101 S. WASHINGTON LTD, an  
Illinois general corporation  
Its: General Partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

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STATE OF ILLINOIS )

SS.

COUNTY OF COOK )

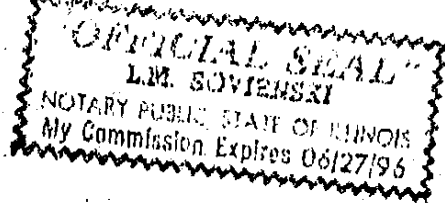
L. M. SOVIENSKI

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHITMAN, the VICE PRESIDENT of American National Bank and Trust Company of Chicago (the "Bank"), and Gregory S. Kasprzyk, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this DEC 30 day of 1992, 1992.

L. M. Sovieniski  
NOTARY PUBLIC

(SEAL)



STATE OF ILLINOIS )

SS.

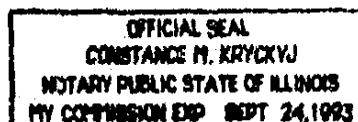
COUNTY OF COOK )

I, Constance M. Kryckyj, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger F. Ruttenberg and Dawn Stevenson as the President and Asst. Secretary of Lakewest Equity, Inc., an Illinois corporation (the "Corporation"), for such Corporation as a general partner of Lakewest Equity Properties II, an Illinois limited partnership ("Lakewest Equity II"), for and as a general partner of Lake River Oaks Properties Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Corporation as general partner as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of December, 1992.

Constance M. Kryckyj  
NOTARY PUBLIC

(SEAL)



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COOK COUNTY CLERK'S OFFICE  
JAN 11 2011  
CHICAGO, ILL 60601  
TEL: 312.603.1000  
WWW.COOKCOUNTY.IL.GOV

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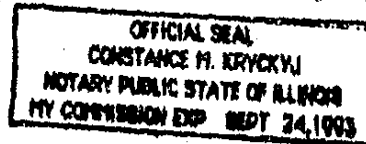
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Constance M. Kryckyj, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROGER F. RUTTENBERG, 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 as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of December, 1992.

Constance M. Kryckyj  
NOTARY PUBLIC

(SEAL)



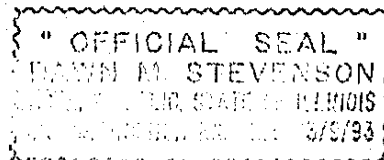
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ WILL )

I, Dawn M. Stevenson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID P. BOSSY, 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 as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of December, 1992.

Dawn M. Stevenson  
NOTARY PUBLIC

(SEAL)



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DATE 05/14/2013 BY 60322  
EXCEPT WHERE SHOWN OTHERWISE

2013-05-14

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

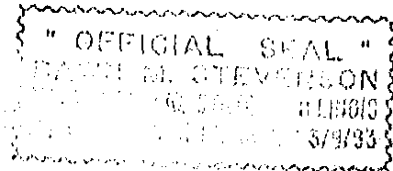
I, Dawn M Stevenson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL GEORGE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of December, 1992.

Dawn M Stevenson  
NOTARY PUBLIC

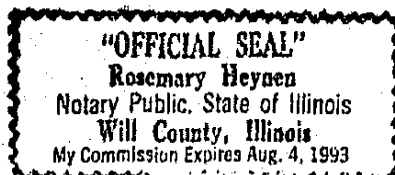
(SEAL)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.



I, Rosemary Heynen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SARA A. CLARK, the Vice President of LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago) (the "Bank"), 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 he signed and delivered the said instrument as his own 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 29 day of December, 1992.



Rosemary Heynen  
NOTARY PUBLIC

(SEAL)

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 6, 7, 9, 10 and 12, also the North 40 feet of Lots 8 and 11, all in Hoover School First Addition of that part lying South of Michigan City Road, (Schrum Road) as dedicated in Document 11,245,756, of the East 613.72 feet of the North West 1/4 of the North East 1/4 of the North East 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, except the East 33 feet thereof dedicated for Mackinaw Avenue by Plat Document No. 16,256,941.

Permanent Tax Number: 30-19-218-022

Volume: 225

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2011-11-09