

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT (the "Agreement") dated as of January 25, 1993 but effective as of the 1st day of December, 1992 among THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Mortgagee"), LASALLE NATIONAL TRUST, N.A., as successor trustee to LaSalle National Bank, not personally but as trustee under Trust Agreement dated July 25, 1985 and known as Trust No. 110109 (the "Trustee"), D.R. ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Original Beneficiary") and PARK PLACE LIMITED PARTNERSHIP, an Illinois limited partnership (the "New Beneficiary"; Trustee, Original Beneficiary and New Beneficiary herein collectively referred as to "Mortgagors").

R E C I T A L S:

A. Trustee and Original Beneficiary have previously executed and delivered to Mortgagee a certain Mortgage Note ("Note") dated June 8, 1988 to evidence a loan in the principal amount of \$27,000,000.00 (the "Prudential Loan").

B. To secure the Note, Trustee and Original Beneficiary have previously executed and delivered to Mortgagee a certain Mortgage ("Mortgage") dated June 8, 1988 recorded with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 88264915 encumbering certain real property legally described on Exhibit A hereto and made a part hereof (the "Premises") and certain other "Loan Documents" (as defined in the Mortgage) and including without limitation the Letter Agreement dated June 8, 1988, from Beneficiary to Lender regarding certain lease offsets, a certain First Modification Agreement dated November 1, 1988 and recorded with the Recorder's Office on April 28, 1989 as Document No. 89191235 (the "First Modification"), a certain Second Modification Agreement and Assumption dated May 31, 1989 and recorded with the Recorder's Office as Document No. 89358264 (the "Second Modification"), and those certain letter agreements dated June 2, 1992 and September 11, 1992 extending the maturity date of the Prudential Loan (such letter agreements along with the First Modification and Second Modification are hereinafter collectively referred to as the "Modifications").

C. Mortgagors desire to extend the Maturity Date of the Note and Mortgagee has agreed to consent to such extension provided Mortgagors enter into this Agreement which provides for, among other things, a reduction of the outstanding principal balance of the Note and certain modifications to the Note, Mortgage and other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagors and Mortgagee do hereby agree as follows:

1. The Recitals as set forth above are accurate and are hereby incorporated herein and made a part hereof. All capitalized terms used herein shall, unless otherwise defined herein, have the meaning ascribed thereto in the Loan Documents.

2. Mortgagee hereby consents to the extension of the Maturity Date of the Note to January 31, 1996 on the terms and subject to the conditions herein set forth. Accordingly, from and after the date hereof all references in the Loan Documents to the "Maturity Date" shall be deemed to mean January 31, 1996. Mortgagors and Mortgagee hereby agree that, notwithstanding the original Maturity

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Steven J. Marcus, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1500
Chicago, Illinois

P.I.N. No's 02-12-101-020, 02-12-101-022;
02-12-101-023, 02-12-101-024;
02-12-101-025, 02-12-101-026;
02-12-101-029, 02-12-101-030

Property Address:
The Southeast Corner
of Dundee and Rand Roads
Palatine, Illinois

716-501-884 DR RTW

#15

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Date of June 1, 1992, the Prudential Loan and the Note and other Loan Documents are hereby reinstated, ratified and confirmed, and the representations, warranties, covenants and agreements set forth therein remain in full force and effect.

3. Mortgagee hereby acknowledges and confirms that as of January 15, 1993 (i) Mortgagee is the legal and beneficial holder of the Loan Documents, (ii) the unpaid principal amount of the Note is \$27,000,000.00 (without taking into account the reduction in the principal amount of the Note provided for in this Agreement), and no other outstanding amount (except for accrued and unpaid interest) was secured as of such date by the Mortgage or other Loan Documents, (iii) interest under the Note has been paid to and including December 15, 1992, and (iv) the Loan Documents, as amended by this Agreement, constitute the complete agreement between Mortgagee, Original Beneficiary, New Beneficiary and Trustee with respect to the Prudential Loan.

4. The Loan Documents are hereby modified in the following respects:

(a) The Note shall be modified as follows:

(i) The first and second sentences of Paragraph 1(a) of the Note are hereby stricken and the following is substituted therefor:

Interest shall accrue on the amount of the principal balance outstanding hereunder from time to time at the rate of seven and 80/100 percent (7.80%) per annum. Payments of accrued interest shall be due and payable in equal monthly installments of \$183,600.00 on the fifteenth day of each calendar month from and after the first day of July, 1988, through and including the day upon which Mortgagee receives a principal payoff of \$3,000,000.00 pursuant to Paragraph 8(d) of this Agreement, and payments of accrued interest and principal shall be due and payable in equal monthly installments of \$183,600.00 on the fifteenth day of each calendar month from and after the date of such principal payoff through and including the fifteenth day of January, 1996.

(ii) The provisions of Paragraph 1(c) of the Note are hereby stricken and the following is substituted therefor:

Unless earlier due and payable by reason of the acceleration of the maturity of this Note, the entire outstanding principal balance hereunder and accrued and unpaid interest thereon shall be due and payable on January 31, 1996 (the "Maturity Date").

(iii) The provisions of Paragraph 2 of the Note are hereby stricken in their entirety and the following shall be substituted therefor:

Maker shall have the right to prepay, from time to time, all or any portion of the outstanding principal balance of this Note without premium or penalty on the fifteenth day of any month upon giving not less than thirty (30) days' prior written notice to Lender of Maker's intention to prepay.

(iv) The provisions of Paragraph 3 of the Note are hereby stricken in their entirety and the following shall be substituted therefor:

All payments made on account of the indebtedness evidenced by this Note shall be made to Lender by wire transfer of immediately available funds to such bank or place, and in such other manner, as Lender may from time to time designate.

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- (b) The Note, Mortgage and all other Loan Documents are hereby modified and amended by striking therefrom the provisions of Section 16 of the Note and corresponding provisions of the other Loan Documents relating to limitation of the liability of Original Beneficiary and New Beneficiary and substituting therefor the provisions of Paragraph 16 of this Agreement.
- (c) The notice provisions of the Note, Mortgage and other Loan Documents are hereby modified by striking the specific parties designated therein and substituting the following:

"If to Lender: The Prudential Realty Group
Suite 1400
One Prudential Plaza
Chicago, Illinois 60601
Attn: Vice-President
The Prudential Mortgage
Capital Company, Inc.

If to Mortgagors: c/o D.R. Associates, Inc.
Suite 1500
919 North Michigan Avenue
Chicago, Illinois 60611
Attn: Mr. Edward W. Ross

with a copy to: Donald I. Resnick, Esq.
Jenner & Block
One IBM Plaza
41st Floor
Chicago, Illinois 60611

If to Junior Mortgagee: GE Investment Corp.
3003 Summer Street
7th Floor
Stamford, Connecticut 06905
Attn: Michael Strone, Esq.
V.P. and Associate
General Counsel

5. MORTGAGORS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY ANY PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE PRUDENTIAL LOAN, THE NOTE, THE MORTGAGE, THE MASTER LEASE, THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF MORTGAGEE, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

6. Pursuant to the terms of Paragraph 9 of the Mortgage, Mortgagee hereby elects to require Mortgagors to make Tax Deposits with mortgagee in an initial monthly amount equal to \$81,800.00, which amount shall be subject to adjustment by Mortgagee from time to time by written direction to New Beneficiary in the event of changes or anticipated changes on the amount of Taxes. The first installment of such Tax Deposit shall be paid to Mortgagee on February 15, 1993, concurrently with Mortgagors' monthly payment of the indebtedness under the Note. No portion of the Tax Deposits held by or in behalf of Mortgagee shall be available to pay the first installment 1992 tax bills for the Premises, and Mortgagors shall have no claim on such funds therefor and shall pay such first installment 1992 tax bills out of other sources. Mortgagee shall hold and apply such Tax Deposits in accordance with the terms of Paragraph 9 of the Mortgage. In connection with such election, Mortgagee hereby revokes its conditional waiver of the requirement for Tax Deposits granted to Mortgagors pursuant to that certain letter agreement dated June 17, 1988 between Original Beneficiary and Mortgagee. Notwithstanding the foregoing, so long as Mortgagors are not in Default and there has been no event which, with the passage of time or giving of notice, or both, could result in a Default, then Mortgagee will not include in the Tax Deposits required from time to time amounts attributable to taxes payable under P.I.N. numbers (a) 02-12-101-023, (b) 02-12-101-024 and (c) 02-12-101-030, but only so long as the parcel identified in clause (a) is leased by Builder's Square (under a lease guaranteed by K-Mart Corporation), the parcel identified in clause (b) is leased by Sizzler Restaurants International Inc., and the parcel identified in clause (c) is leased by First Chicago

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Bank of Mt. Prospect, all under leases which are Approved Leases (as defined in Paragraph 3 of the Collateral Assignment of Leases and Rents) and which are not then in default.

7. From and after the date hereof, all references in the Note, Mortgage and the other Loan Documents shall be deemed to be the Note, Mortgage and the other Loan Documents as amended and modified hereby.

8. Mortgagors acknowledge and agree that this Agreement shall have no force and effect unless and until:

- (a) This Agreement has been accepted, executed and delivered by Mortgagee.
- (b) This Agreement shall have been recorded in the Recorder's Office.
- (c) The Hazardous Substances Remediation and Indemnification Agreement in the form attached hereto as Exhibit B has been accepted, executed and delivered by Mortgagee and Mortgagors.
- (d) Mortgagors have delivered to Mortgagee via wire transfer of immediately available funds (and Mortgagee has received a confirmation of receipt) a payment of \$3,000,000.00 representing a reduction of the outstanding principal balance of the Note.
- (e) Mortgagors have delivered to Mortgagee via wire transfer of immediately available funds (and Mortgagee has received a confirmation of receipt) a payment of \$183,600.00 representing the monthly payment due under the Note on January 15, 1993.
- (f) Mortgagors have paid to Mortgagee all out of pocket expenses and fees, including attorneys' fees for Mortgagee's special counsel, incurred by Mortgagee in connection with this Agreement and the transaction contemplated hereby.
- (g) Mortgagee has received (i) an endorsement to Mortgagee's ALTA 1970 Loan Policy dated June 18, 1988 issued by Chicago Title Insurance Company as Policy No. 71-65-289 amending said policy to describe the insured mortgage as the Mortgage as modified hereby and confirming that the execution and delivery of this Agreement will not affect the validity, enforceability or priority of the Mortgage; (ii) an amendment to the existing UCC-1 and UCC-2 Financing Statements executed by Mortgagors and naming Mortgagee as Secured Party; (iii) UCC-1 and UCC-2 Financing Statements from New Beneficiary in form and substance satisfactory to Mortgagee; and (iv) an opinion of counsel satisfactory to Mortgagee or its counsel confirming the authority of Mortgagors to enter into this Agreement and the enforceability of this Agreement.

9. In all other respects and except as respectively amended hereby, Mortgagors and Mortgagee do hereby ratify and confirm the content of the Note, Mortgage and the other Loan Documents, and the same shall remain in full force and effect except as respectively amended hereby.

10. To induce Mortgagee to enter into this Agreement, Trustee, Original Beneficiary and New Beneficiary hereby represent, acknowledge and agree that as of the date hereof and as of the date of execution hereof by Trustee, Original Beneficiary and New Beneficiary, none of them now has or holds any defense to the performance of any of their respective obligations under any of the Loan Documents or any claim against Mortgagee which might be set off or credited against any payments or obligations due under any of the Loan Documents, any such defense or claim being hereby expressly waived and released.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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12. The terms, covenants, conditions and warranties contained herein shall inure to the benefit of and bind all parties hereto and their respective heirs, successors, administrators, legal representatives and assigns.

13. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

15. This Agreement is executed by the undersigned Trustee not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this Agreement), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any indebtedness accruing thereunder, or to perform any covenant, representation, warranty (except the warranty made in this Paragraph), agreement or condition, either express or implied herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of the Mortgage or Mortgagee's right to foreclosure thereof, or be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness evidenced by the Note out of and from the security given therefor in the manner provided in the Loan Documents, or be construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any other document or instrument evidencing, securing or guarantying such indebtedness.

16. Except to the extent provided in this Paragraph 16, neither Original Beneficiary, New Beneficiary nor any of their partners (collectively, "Exculpated Parties") shall be personally liable for any deficiency judgment attributable to the unpaid indebtedness evidenced by the Note or any of the Loan Documents in the event of Default thereunder (as defined therein); provided that nothing in this Paragraph 16 or elsewhere in the Note or any other Loan Documents shall limit or otherwise affect the personal liability of the tenant under the Master Lease; and further provided that nothing contained herein or in any other Loan Document shall limit any other rights or remedies of the holder of the Note, at law or equity, under any of the Loan Documents, nor shall the Exculpated Parties be relieved of personal liability and responsibility (i) under Paragraph 36 of the Mortgage and under the Hazardous Substances Remediation and Indemnification Agreement delivered to Mortgagee pursuant to the terms of Paragraph 7(c) of the Agreement, including without limitation the indemnification obligations thereunder, (ii) for waste committed with respect to the Premises or any other security for the Note, (iii) for any security deposits of tenants not turned over to the holder of the Note upon foreclosure of this Mortgage, (iv) for insurance proceeds and condemnation proceeds and awards received by the legal or beneficial owner of the Premises in respect of all or any part of the Premises or other security for the Note and not turned over to the holder thereof or, to the extent permitted by the Mortgage, used to restore or repair the Premises or such other security, (v) for any rents or other income from the Premises paid by tenants after a Default and not applied to the current (not deferred) fixed and operating expenses of the Premises or the indebtedness under the Note provided, however, other than payments made to PM Realty Group or any successor or affiliate thereof representing payments of current (not deferred or prepaid) operating expenses paid to the manager of the Premises, which manager is affiliated with New Beneficiary, the Exculpated Parties shall be personally liable for any such amounts paid as management, maintenance, repair or janitorial fees, costs, expenses or any other charges to any of the Exculpated Parties or to a person or entity related to or affiliated with any of the Exculpated Parties), (vi) for fraud or misrepresentation in connection with the Premises or the operation thereof, the Loan Documents (including without limitation the Owner's Affidavit and any other affidavits or certificates of Original Beneficiary, New Beneficiary or their partners delivered to Mortgagee concurrently with the execution and delivery of the Loan Documents) or any financial statements or other documents or writings submitted by Original Beneficiary or New Beneficiary to Mortgagee in connection with the loan evidenced by the Note, (vii) for any rents or other income from the Premises paid by tenants after a Default and not applied to any taxes, assessments, utility

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charges and/or insurance premiums with respect to all or any part of the Premises or any other items to which such rent is to be applied pursuant to clauses (v) and (viii) of this Paragraph 16, or (viii) for any rents or other income from the Premises paid by tenants after a Default and not applied to any sums expended by Mortgagee in fulfilling the obligations of Mortgagors as lessor under any leases of the Premises or any other items to which such rent is to be applied pursuant to clauses (v) and (vii) of this Paragraph 16; and further provided that the agreement of Mortgagee not to pursue the personal liability of the Exculpated Parties as provided in this Paragraph 16 shall become null and void and shall be of no further force and effect in the event that all or any part of, or any interest in, the Premises or other security for the Note shall be further encumbered by any consensual lien (other than the lien of the Mortgage) securing an obligation upon which the Exculpated Parties, or any of them, shall be personally liable for repayment.

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IN WITNESS WHEREOF, the undersigned have caused this Third Modification Agreement to be executed the day and year first above written.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A., a national banking association, not personally but as Trustee as aforesaid

[SEAL]

Attest:

Nancy A Stack
Title: VICE PRESIDENT

By:

[Signature]
Title: VICE PRESIDENT

ORIGINAL BENEFICIARY:

D.R. ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By:

Name: Edward W. Ross
Title: General Partner

By:

Howard R. Koven and

Philip Rootberg, not personally but solely as Co-Executors of the Estate of Jerrold Wexler, Deceased, General Partner

NEW BENEFICIARY:

PARK PLACE LIMITED PARTNERSHIP, an Illinois limited partnership

By: **D.R. Associates, Inc.**, an Illinois corporation, a general partner

By:

Name: _____
Title: _____

By:

Park Place PT Realty Corporation, a Delaware corporation, a general partner

By:

[Signature]
Name: Michael S. Stone
Title: EVPC

Attest:

Title: _____

Attest:

Steven D. Bystrom
Title: Vice President

MORTGAGEE:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By:

Name: _____
Title: _____

[SEAL]

Attest:

Title: _____

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IN WITNESS WHEREOF, the undersigned have caused this Third Modification Agreement to be executed the day and year first above written.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A.,
a national banking association,
not personally but as Trustee
as aforesaid

[SEAL]

Attest:

Title: _____

By: _____
Title: _____

ORIGINAL BENEFICIARY:

D.R. ASSOCIATES LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: _____
Name: Edward W. Ross
Title: General Partner

By: _____
Howard R. Koven and

Philip Rootberg, not personally
but solely as Co-Executors of
the Estate of Jerrold Wexler,
Deceased, General Partner

NEW BENEFICIARY:

PARK PLACE LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: D.R. Associates, Inc., an
Illinois corporation, a
general partner

By: _____
Name: Edward W. Ross
Title: President

By: Park Place PT Realty
Corporation, a Delaware
corporation, a general partner

By: _____
Name: _____
Title: _____

Attest:

Title: _____

Attest:

Title: _____

[SEAL]

Attest:

Title: _____

MORTGAGEE:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, a New Jersey
corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the undersigned have caused this Third Modification Agreement to be executed the day and year first above written.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A., a national banking association, not personally but as Trustee as aforesaid

[SEAL]

Attest:

Title: _____

By: _____

Title: _____

ORIGINAL BENEFICIARY:

D.R. ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____

Name: Edward W. Ross
Title: General Partner

By: _____

Howard R. Koven
Howard R. Koven and
Philip Roofberg
Philip Roofberg, not personally but solely as Co-Executors of the Estate of Jerrold Wexler, Deceased, General Partner

NEW BENEFICIARY:

PARK PLACE LIMITED PARTNERSHIP, an Illinois limited partnership

By: **D.J.L. Associates, Inc.**, an Illinois corporation, a general partner

By: _____

Name: _____
Title: _____

By: **Park Place PT Realty Corporation**, a Delaware corporation, a general partner

By: _____

Name: _____
Title: _____

MORTGAGEE:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: _____

Name: _____
Title: _____

Attest:

Title: _____

Attest:

Title: _____

[SEAL]

Attest:

Title: _____

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IN WITNESS WHEREOF, the undersigned have caused this Third Modification Agreement to be executed the day and year first above written.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A.,
a national banking association,
not personally but as Trustee
as aforesaid

[SEAL]

Attest:

Title: _____

By: _____

Title: _____

ORIGINAL BENEFICIARY:

D.R. ASSOCIATES LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: _____

Name: Edward W. Ross
Title: General Partner

By: _____

Howard R. Koven and

Philip Rootberg, not personally
but solely as Co-Executors of
the Estate of Jerrold Wexler,
Deceased, General Partner

NEW BENEFICIARY:

PARK PLACE LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: D.R. Associates, Inc., an
Illinois corporation, a
general partner

By: _____

Name: _____
Title: _____

By: Park Place PT Realty
Corporation, a Delaware
corporation, a general partner

By: _____

Name: _____
Title: _____

Attest:

Title: _____

Attest:

Title: _____

[SEAL]

Attest:

Henry W. Hallak
Title: Director

MORTGAGEE:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, a New Jersey
corporation

By: _____

Jerri Moore *mm*
Name: Jerri Moore
Title: Vice President

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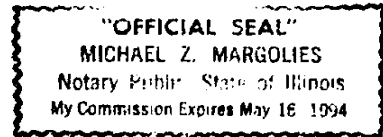
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Howard R. Koven and Philip Rootberg, not personally but solely as Co-Executors of the Estate of Jerrold Wexler, Deceased, and Edward W. Ross, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as General Partners of D.R. Associates Limited Partnership, an Illinois limited partnership, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts and deeds for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of January, 1993.

Michael Z Margolies
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

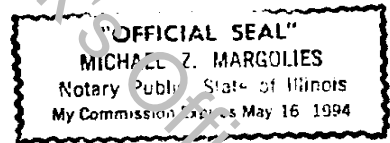


I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Edward W. Ross, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of D.R. Associates, Inc., an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of January, 1993.

Michael Z Margolies
Notary Public

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STATE OF CONNECTICUT)
) Stamford
COUNTY OF FAIRFIELD)

I, the undersigned, a Notary Public, and for said County in the State aforesaid, do hereby certify that Michael S Stone, personally known to me to be the same person whose name is subscribed to the foregoing instrument as EVD of Park Place PT Realty Corporation, a Delaware corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Elizabeth J. Stabile
Notary Public

ELIZABETH J. STABILE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1996

ELIZABETH J. STABILE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1996

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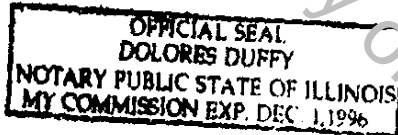
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

January 29, 1993

The foregoing instrument was acknowledged before me this 29th day of January, 1993, by JERI MOORE, Vice President, of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, on behalf of the corporation.

Dolores Duffy

Dolores Duffy, Notary Public



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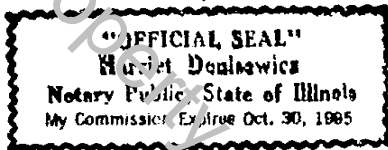
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that VICE PRESIDENT of LASALLE NATIONAL TRUST, N.A., a national banking association, as Trustee under Trust No. 110109, and NANCY A. [unclear], 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; and the said ASSISTANT SECRETARY and there did acknowledge that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his 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 15th day of February, 1993.



Harriet Denisewicz
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, and _____, personally known to me to be the _____ Secretary of said Corporation, whose names are subscribed to the within instrument, appeared before this day in person and severally acknowledged that as such _____ and _____ Secretary, they signed and delivered the said instrument of writing as _____ and _____ Secretary of said Corporation to be thereunto affixed, as their 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 this ____ day of _____ A.D. 199_.

Notary Public

My Commission Expires: _____

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JOINDER - JUNIOR MORTGAGEE

The undersigned, as a party to that certain Subordination and Inter-Creditor Agreement dated May 31, 1989 (the "Subordination Agreement") with Mortgagee and recorded in the Recorder's Office on _____, 1989 as Document No. 89358266, join in the execution of this Third Modification Agreement for the purpose of ratifying and confirming the subordination of the Junior Loan (as defined in the Subordination Agreement) to the Prudential Loan, as the same is modified pursuant to this Third Modification Agreement, and the undersigned agrees that it remains fully bound by the terms and provisions of the Subordination Agreement.

Dated: January 25, 1993

TRUSTEES OF GENERAL ELECTRIC
PENSION TRUST

By: 

Title: _____

ATTEST


Title: _____

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STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this 28th day of January, 19 93, before
me personally came Alan M. Lewis to me known
to be the individual described in and who executed the foregoing
instrument as a Trustee of GENERAL ELECTRIC PENSION
TRUST, and he duly acknowledged to me that he executed the same
as a Trustee of GENERAL ELECTRIC PENSION TRUST.

Laverne M. Burzynski
Notary Public 80

LAVERNE M. BURZYNSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 1997

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EXHIBIT A

DEBTOR: PARK PLACE LIMITED PARTNERSHIP, an Illinois limited partnership

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

THE PREMISES

Legal Description

That part of the Northwest Quarter of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, lying Northeastly of the center line of Rand Road, excepting therefrom the East 150.00 feet of the North 290.40 feet thereof and excepting therefrom that portion thereof falling in the East 197.18 feet (measured at right angles to the East line of said 1/4 Section) of the South 397.56 feet (measured along the East line of said 1/4 Section) of that part of said 1/4 Section lying Northeastly of the center line of Rand Road, also excepting that portion lying Westerly of a line described as follows: Beginning 1,374.61 feet East of the Northwest corner of said 1/4 Section; thence Southwesterly to a point in the center line of Rand Road which is 622.00' South-easterly from the intersection of the center line of Rand Road and the North line of said 1/4 Section, also excepting therefrom that part described as follows: Commencing at a point 1,974.61 feet East of the Northwest corner of said Northwest Quarter; thence South at right angles to the North line of said Northwest Quarter, 271.24 feet to an iron pipe; thence West at right angles to the last described line, 337.01 feet to an iron pipe, hereinafter referred to as point "A"; thence continuing West along the last described line a distance of 218.00 feet; thence Southwesterly along a line which intersects the centerline of Rand Road, 822.10 feet Southeastly of the point of intersection of the centerline of Rand Road and the North line of Section 12, as measured on the centerline of Rand Road, a distance of 11.48 feet to a Point of Beginning of said Exception; thence Southeastly a distance of 174.56 feet to a point on a line, 142.15 feet Southwesterly of aforesaid point "A" if projected Southwesterly, would intersect the centerline of Rand Road at a point 1,000.00 feet Southeastly of the point of intersection of the centerline of Rand Road and the North line of said Section 12, as measured on the centerline of Rand Road; thence Southwesterly along the last described line to its intersection with said centerline of Rand Road; thence Northwestly along the centerline of said Rand Road a distance of 171.00 feet; thence Northeastly to the Point of Beginning; also excepting that part of the land falling in the South 37.00 feet of the North 70.00 feet of said 1/4 Section, all in Cook County, Illinois.

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EXHIBIT B

THIRD MODIFICATION AGREEMENT

FORM OF HAZARDOUS SUBSTANCES REMEDATION AND INDEMNIFICATION AGREEMENT

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Prudential Loan No. 7-501-884

HAZARDOUS SUBSTANCES REMEDIATION AND INDEMNIFICATION AGREEMENT

THIS HAZARDOUS SUBSTANCES REMEDIATION AND INDEMNIFICATION AGREEMENT (this "Agreement") is given as of this _____ day of _____, 199_, by D.R. ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, and PARK PLACE LIMITED PARTNERSHIP, an Illinois limited partnership (collectively, "Borrower"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Lender"), in conjunction with a loan (the "Loan") made to Borrower by Lender in an amount not to exceed Twenty-Seven Million Dollars (\$27,000,000.00).

RECITALS

A. The Loan is evidenced by that certain Mortgage Note dated June 8, 1988, as amended, (the "Note") in the original principal amount of Twenty-Seven Million Dollars (\$27,000,000.00).

B. The Note is secured by, among other things, that certain Mortgage dated June 8, 1988, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88264915, as amended (the "Mortgage"), encumbering that certain real property located in the County of Cook, State of Illinois as more particularly described in Exhibit "A" attached hereto (the "Property").

C. This Agreement has been required by Lender as a condition to Lender's execution of a certain Third modification Agreement of even date herewith modifying the Note, the Mortgage and the other Loan Documents (as herein defined).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

Default Rate. As defined in the Note.

Environmental Obligations. As defined in Section 8 hereof.

Expenses. As defined in Section 6 hereof.

Hazardous Materials. Any (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Property or to the health

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and safety of persons on or about the Property or (ii) cause the Property to be in violation of any Hazardous Materials Laws; (b) asbestos in any form, whether or not contained in any substance which is or could become friable or which is deemed hazardous under any applicable law, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "acute hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "contaminants" or "pollutants" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. SS9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. SS6901, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S. U.S.C. SS1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. SS1251, et seq.; (d) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property, or any other Person coming upon the Property or adjacent property, and (e) other chemical, material or substance which may or could pose a hazard to the environment.

Hazardous Materials Claims. Any and all investigation, enforcement, cleanup, removal, assessment, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, together with any and all claims made or threatened by any governmental entity or other third party against Borrower, Lender or the Property for indemnification, damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed or threatened use, storage, holding, existence, release (including any spilling, leaking, pumping, pouring, emitting, emptying, dumping, disposing into the environmental and the continuing migration into or through soil, surface water, or groundwater), emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation to or from the Property of any Hazardous Materials, including, without limitation, the movement or migration of any Hazardous Material from surrounding property or groundwater in, into or onto the Property and any residual Hazardous Material contamination on or under the Property.

Hazardous Materials Laws. Any and all present and future federal, state or local laws, ordinances, regulations, policies and any other requirements of governmental authorities relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Property, including, without limitation, soil, groundwater and indoor and ambient air conditions.

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Loan. As defined in the introductory paragraph of this Agreement.

Loan Documents. As defined in the Mortgage.

Mortgage. As defined in Recital B hereof.

Note. As defined in Recital A hereof.

Person. Any natural person, corporation, partnership, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

Property. The "Premises," as said term is defined in the Mortgage.

Tenant. Any tenant under any lease or occupancy agreement affecting any part of the Property.

2. **Representations and Warranties.** Borrower hereby represents and warrants that (a) except in accordance with applicable Hazardous Materials Laws and prudent business practices, and as reasonably necessary for the operation of the Property as it is currently being operated (i) no Hazardous Materials exist on, under or about the Property, and (ii) no Hazardous Materials have at any time been transported to or from the Property or used, generated, manufactured, stored, discharged, released or disposed of on, under or about the Property; (b) the Property is not in violation of any Hazardous Materials Laws; (c) to the actual knowledge of Borrower, there are no past, current or threatened Hazardous Materials Claims; (d) there are no aboveground storage tanks now located on or under the Property, and, to the best knowledge of Borrower after due investigation, no aboveground or underground storage tanks are or have ever been located on or under the Property; and (e) Borrower and, to the actual knowledge of Borrower, all Tenants occupying any portion of the Property, as applicable, have all necessary permits, licenses and governmental approvals required for operation of the Property in compliance with all Hazardous Materials Laws.

3. **Covenants.** Borrower shall (a) comply and cause all Tenants and other Persons on or occupying the Property, to comply with all Hazardous Materials Laws; (b) without limiting the generality of clause (a), not install, use, generate, manufacture, store, treat, release or dispose of, nor permit the installation, use, generation, storage, treatment, release or disposal of Hazardous Materials on, under or about the Property, nor transport or permit the transportation of Hazardous Materials to or from the Property except in accordance with applicable Hazardous Materials Laws and prudent business practices, and as reasonably necessary for the operation of the Property as it is currently operated; (c) submit during the term of the Loan, if requested by Lender, at Borrower's expense, report(s), satisfactory to Lender in its sole and absolute discretion, prepared by consultant(s) approved by Lender, certifying that the Property is not then being used nor has it been used in the past for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials except in accordance with applicable Hazardous Materials Laws and prudent business practices, and as reasonably necessary for the operation of the Property as it is currently operated; (d) immediately advise Lender in writing of (i) any and all Hazardous Materials Claims, (ii) Borrower's discovery of the presence of any Hazardous Materials on,

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under or about the Property except in accordance with applicable Hazardous Materials Laws and prudent business practices, and as reasonably necessary for the operation of the Property as it is currently operated, (iii) any remedial action taken by Borrower in response to any Hazardous Materials on, under or about the Property or to any Hazardous Materials Claims, (iv) Borrower's discovery of the presence of Hazardous Materials on, under or about any real property or bodies of water adjoining or in the vicinity of the Property, except in accordance with applicable Hazardous Materials Laws and prudent business practices, and as reasonably necessary for the operation of such property as it is currently operated and (v) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could reasonably be deemed to cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Laws; (e) provide Lender with copies of all reports, analyses, notices, licenses, approvals, orders, correspondences or other written materials relating to the environmental condition of the Property or real property or bodies of water adjoining or in the vicinity of the Property or Hazardous Materials Claims immediately upon receipt, completion or delivery of such materials; (f) submit during the term of the Loan, within fifteen (15) days following delivery of a written request therefor by Lender, a certificate duly executed by an authorized representative of Borrower, in which Borrower restates, as of the date of the certificate, all of the representations and warranties set forth in Section 2 of this Agreement, and in which Borrower acknowledges that such certificate may be relied upon by any assignee of the Loan or by any purchaser of the Property (whether purchased at a foreclosure sale or purchased directly from Lender or its successors or assigns at any time following foreclosure or delivery of a deed in lieu thereof); (g) not install or allow to be installed any tanks on or under the Property; (h) not create or permit to continue in existence any lien (whether or not such lien has priority over the lien created by the Mortgage) upon the Property imposed pursuant to any Hazardous Materials Laws; and (i) not change or alter the present use of the Property unless Borrower shall have notified Lender thereof in writing and Lender shall have determined, in its reasonable discretion, that such change or modification will not result in the presence of Hazardous Materials on the Property in such a level that would increase the potential liability for Hazardous Materials Claims.

4. Right of Entry and Disclosure of Environmental Reports. Borrower hereby grants to Lender, its agents, employees, consultants and contractors, an irrevocable license and authorization to enter upon and inspect the Property, and perform such tests, including, without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property, as the Lender, in its reasonable discretion, determines are necessary. Without limiting the generality of the foregoing, Borrower agrees that Lender will have the right to appoint a receiver to enforce this right to enter and inspect the Property to the extent such authority is provided under applicable law. The results of all investigations and reports prepared by Lender shall be and at all times remain the property of Lender and under no circumstances shall Lender have any obligation whatsoever to disclose or otherwise make available to Borrower or any other party such results or any other information obtained by them in connection with such investigations and reports; provided, however, in the event Lender requires Borrower to be responsible for the cost of such investigation or reports or otherwise determines the Borrower is not in compliance with the terms of this Agreement or shall otherwise hold Borrower liable under any indemnity hereunder, then Lender shall provide Borrower with copies of the results of such investigations and reports upon Bor-

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orrower's written request therefor. Notwithstanding the foregoing, Lender hereby reserves the right, and Borrower hereby expressly authorizes Lender to make available to any party (including, without limitation, any governmental agency or authority and any prospective bidder at any foreclosure sale of the Property) any and all reports, whether prepared by Lender or prepared by Borrower and provided to Lender (collectively, the "Environmental Reports") which Lender may have with respect to the Property. Borrower consents to lender notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. Borrower acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports, and that the release of the Environmental Reports, or any information contained therein, to prospective bidders at any foreclosure sale of the Property may have a material and adverse effect upon the amount which a party may bid at such sale. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and Borrower hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of connected with or incidental to the Environmental Reports or the delivery thereof.

5. **Borrower's Remedial Work.** Borrower shall promptly perform any and all necessary remedial work ("Remedial Work") in response to any Hazardous Materials Claims or the presence, storage, use, disposal, transportation, discharge or release of any Hazardous Materials (other than (i) asbestos in any form which is not contained in any substance which is or could become friable so long as a plan satisfactory to Lender is in place to ensure that such asbestos does not become friable, or (ii) items set forth in clauses (a) (as such clause relates to items which do not cause the Property to violate any Hazardous Materials Laws), (c), (d) or (e) of the definition of "Hazardous Materials" which do not or could not pose a material hazard to the Property or any Person) on, under or about the Property; provided, however, that Borrower shall perform such Remedial Work in good faith so as to minimize any impairment to Lender's security under the Loan Documents. All Remedial Work shall be conducted (a) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer; (b) pursuant to a detailed written plan for the Remedial Work approved by any public or private agencies or persons with a legal or contractual right to such approval; (c) with such insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities; and (d) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) each shall, at Lender's option, be subject to Lender's prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, Borrower shall submit to Lender promptly upon receipt or preparation, copies of any and all reports, studies, analyses, correspondence, governmental comments or approvals, proposed removal or other Remedial Work contracts and similar information prepared or received by Borrower in connection with any Remedial Work or Hazardous Materials relating to the Property. All costs and expenses of such Remedial Work shall be paid by Borrower, including, without limitation, the charges of the Remedial Work contractors and the consulting environmental engineer, any taxes or penalties assessed in connection with the Remedial Work and Lender's reasonable out-of-

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pocket fees and costs incurred in connection with monitoring or review of such Remedial Work. Lender shall have the right but no obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims.

6. **Indemnity.** Borrower shall protect, indemnify, defend and hold Lender, its directors, officers, employees and agents, and any successors to Lender's interest in the Property, and any other Person who acquires any portion of the Property at a foreclosure sale or otherwise through the exercise of Lender's rights and remedies under the Loan Documents, and any successors to any such other Person, and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, attorneys' fees and costs and expenses of investigation) which arise out of or relate in any way to any breach of any representation, warranty or covenant contained herein or in any certificate delivered after the date hereof pursuant to Section 3(f) of this Agreement, or any Hazardous Materials Claims or any use, handling, production, transportation, disposal, release or storage of any Hazardous Materials in, under or on the Property whether by Borrower or by any Tenant or any other Person, including, without limitation, (a) all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of (i) Hazardous Materials Claims or the use, generation, storage, discharge or disposal of Hazardous Materials by Borrower, any prior owner or operator of the Property or any Person on or about the Property; (ii) any residual contamination affecting any natural resource or the environment; or (iii) any exercise by Lender of any of its rights and remedies hereunder; and (b) the costs of any required or necessary investigation, assessment, testing, remediation, repair, cleanup, or detoxification of the Property and the preparation of any closure or other required plans. All such costs, damages, claims and expenses heretofore described and/or referred to in this Section 5 are hereinafter referred to as "Expenses". Borrower's liability to the aforementioned indemnified parties shall arise upon the earlier to occur of (a) discovery of any Hazardous Materials on, under or about the Property, or (b) the institution of any Hazardous Materials Claims, and not upon the realization of loss or damage, and Borrower shall pay to Lender from time to time, immediately upon Lender's request, an amount equal to such Expenses, as reasonably determined by Lender. Notwithstanding anything to the contrary contained in this Agreement, so long as there has been no Event of Default under the Loan Documents or a default under this Agreement Lender shall permit Borrower to utilize such portion of the Expenses related to the costs of any required or necessary investigation, assessment, testing, remediation, repair, clean up or detoxification of the Property pursuant to the terms of this Agreement. Lender shall permit the disbursement of such amounts in accordance with the terms of a construction escrow, which shall be reasonably satisfactory to Lender. No interest shall be allowed to Borrower on account of any amounts held by Lender hereunder. In addition, in the event any Hazardous Material is caused to be removed from the Property by Borrower, Lender or any other Person, the number assigned by the U.S. Environmental Protection Agency to such Hazardous Material or any similar identification shall be solely in the name of Borrower and Borrower shall assume any and all liability for such removed Hazardous Material. Notwithstanding anything to the contrary contained in this Agreement, following (i) the conveyance of the Property in a suit to foreclose the lien of the Mortgage to a transferee which is not affiliated, directly or indirectly, with Borrower, or (ii) the completion of a deed in lieu of foreclosure transaction between Borrower and Lender, in no event shall Borrower have any liability for

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Environmental Obligations (as hereinafter defined) arising out of the installation, use, generation, manufacture, storage, treatment or disposal of Hazardous Materials on, under or about the Property following the date of such transfers for any reason other than due to the acts or omissions of Borrower, its agents, contractors or employees.

7. Remedies Upon Default. In addition to any other rights or remedies Lender may have under this Agreement, at law or in equity, in the event that Borrower shall fail to timely comply with any of the provisions hereof, or in the event that any representation or warranty made herein or in any certificate delivered after the date hereof pursuant to Section 3(f) of this Agreement proves to be false or misleading, then, in such event Lender may, after (a) delivering written notice to Borrower, which notice specifically states that Borrower has failed to comply with the provisions of this Agreement; and (b) the expiration of the earlier to occur of the thirty (30) day period after receipt of such notice or the cure period, if any, permitted under the applicable law, rule, regulation or order with which Borrower shall have failed to comply, Lender may (i) declare an Event of Default under the Loan Documents and exercise any and all remedies provided for therein, and/or (ii) do or cause to be done whatever is necessary to cause the Property to comply with all Hazardous Materials Laws and other applicable law, rule, regulation or order and the cost thereof shall constitute an Expense hereunder and shall become immediately due and payable without notice and with interest thereon at the Default Rate until paid. Borrower shall give to Lender and its agents and employees access to the Property for the purpose of effecting such compliance and hereby specifically grants to Lender a license, effective upon expiration of the applicable cure period, if any, to do whatever is necessary to cause the Property to so comply, including, without limitation, to enter the Property and remove therefrom any Hazardous Materials.

8. Intentionally Omitted.

9. Secured Recourse Obligations. The obligations set forth herein, including, without limitation, Borrower's obligation to pay Expenses hereunder (collectively, the "Environmental Obligations"), are secured by the Mortgage and all other security given by Borrower in connection with the Loan. Notwithstanding any term or provision contained herein or in the Loan Documents, the Environmental Obligations shall be exceptions to any non-recourse or exculpation provisions relating to the Loan, and Borrower shall be fully and personally liable for the Environmental Obligations hereunder, and such liability shall not be limited to the original principal amount of the Loan. Borrower's failure to perform any of the Environmental Obligations shall constitute waste with respect to the Property. The Environmental Obligations shall survive the repayment of the Loan and any foreclosure, deed in lieu of foreclosure or similar proceedings by or through which Lender or any of its successors or assigns or any other person bidding at a foreclosure sale may obtain title to the Property or any portion thereof.

10. Waiver. No waiver of any provision of this Agreement nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower shall in any case entitle Borrower to any other or further notice or demand in similar or other circumstances.

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11. **Exercise of Remedies.** No failure on the part of Lender to exercise and no delay in exercising any right or remedy hereunder, at law or in equity, shall operate as a waiver thereof; nor shall Lender be estopped to exercise any such right or remedy at any future time because of any such failure or delay; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

12. **Assignment.** Lender may assign its interest under this Agreement to any successor to Lender's interest in the Property or the Loan Documents. This Agreement may not be assigned or transferred, in whole or in part, by Borrower and any purported assignment by Borrower of this Agreement shall be void and of no force or effect.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of such counterparts taken together shall constitute but one and the same instrument.

14. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State in which the Property is located.

15. **Modifications.** This Agreement may be amended or modified only by an instrument in writing which by its express terms refers to this Agreement and which is duly executed by the party sought to be bound thereby.

16. **Attorney's Fees.** If any party to this Agreement commences litigation for the interpretation, enforcement, termination, cancellation or rescission of this Agreement, or for damages for the breach of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and court and other costs incurred, to be paid by the losing party as fixed by the court or in a separate action brought for that purpose.

17. **Interpretation.** This Agreement has been negotiated by parties knowledgeable in the matters contained in this Agreement, with the advice of counsel, is to be construed and interpreted in absolute parity, and shall not be construed or interpreted against any party by reason of such party's preparation of the initial or any subsequent draft of the Loan Documents or this Agreement.

18. **Severability.** If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions in this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.

19. **Other Laws.** Nothing in this Agreement, and no exercise by Lender of its rights or remedies under this Agreement, shall impair, constitute a waiver of, or in any way affect Lender's rights and remedies with respect to Borrower under any Hazardous Materials Laws, including without limitation, contribution provisions or private right of action provisions under such Hazardous Materials Laws.

20. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after

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having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Lender:

The Prudential Realty Group
Suite 1400
One Prudential Plaza
Chicago, Illinois 60601
Attn: Vice-President
The Prudential Mortgage
Capital Company, Inc.

If to Borrower:

c/o D.R. Associates, Inc.
Suite 1500
919 North Michigan Avenue
Chicago, Illinois 60611
Attn: Mr. Edward W. Ross

with a copy to:

Donald I. Resnick, Esq.
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

and

GE Investment Corp.
3003 Summer Street
7th Floor
Stamford, Connecticut 06905
Attn: Michael Strone, Esq.
V.P. and Associate
General Counsel

or addressed as such party may from time to time designate by written notice to the other parties.

21. **Joint and Several Liability.** Borrower, and each constituent person and entity comprising Borrower agree that they shall each be jointly and severally liable for the performance of the Environmental Obligations.

22. **Captions.** The headings of each section herein are for convenience only and do not limit or construe the contents of any provisions of this Agreement.

23. **WAIVER OF RIGHT TO TRIAL BY JURY.** TRUSTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

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IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed as of the day and year first above written.

D.R. ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership

By: _____
Name: Edward W. Ross
Title: General Partner

By: _____
Howard R. Koven and

Philip Rootberg, not personally
but solely as Co-Executors of
the Estate of Jerrold Wexler,
Deceased.

PARK PLACE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **D.R. Associates, Inc.,** an Illinois
corporation, a general partner

By: _____
Name: _____
Title: _____

By: **Park Place PT Realty**
Corporation, a Delaware
corporation, a general partner

By: _____
Name: _____
Title: _____

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