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FIFTH AMENDMENT TO NOTE AND REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Executed to be Effective
February 28, 1993

Chicago, Illinois

THIS FIFTH AMENDMENT TO NOTE AND REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES, dated and executed March 24, 1993, (hereinafter referred to as "Fifth Amendment") is between Dearborn Prairie Homes Corporation, an Illinois corporation, having its principal office at 1337 West Fullerton Avenue, Chicago, Illinois 60614 (hereinafter referred to as "Borrower"), Daniel E. McLean, also doing business at 1337 West Fullerton Avenue, Chicago, Illinois 60614 (hereinafter referred to as "Guarantor"), and National City Bank, Indiana, as successor to Merchants National Bank and Trust Company of Indianapolis, a national banking association, having its principal banking office at 101 West Washington Street, Indianapolis, Indiana 46255 ("Lender").

I

Recitals

1.1 Description of Loan Agreement. Lender entered into a certain Construction Loan Agreement dated February 28, 1989 (hereinafter referred to as "Loan Agreement") with VMS/MCL Dearborn Park II Venture, an Illinois joint venture (hereinafter referred to as "Venture"). In the Loan Agreement, Lender, inter alia, established a revolving line of credit for the Venture in the principal amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00) with a maturity of February 28, 1991 (hereinafter referred to as the "Loan"). The purpose of the Loan was to fund the cost of a certain residential development project known as The Prairie Homes of Dearborn Park II (referred to in the Loan Agreement and hereinafter also referred to as the "Project"). Borrower was a Venture partner at such time, and now is the surviving Venture partner having assumed all of Venture's liabilities, obligations, and responsibilities in connection with the Loan and the loan documents (as defined in Paragraph 1.7 below) as more fully discussed in Paragraph 1.12 below.

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE RETURN TO:

Allan Goldberg
Arnstein & Lehr
120 South Riverside Plaza
Chicago, Illinois 60606

RECORDER'S BOX 378

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1.2 Description of Note. The Loan was evidenced by a certain Promissory Note dated February 28, 1989 executed by Venture to Lender in the original principal amount of \$15,000,000.00 (hereinafter referred to as the "Note"). In the Note, Venture promised to pay to the order of Lender the principal amount therein stated and interest thereon as therein provided.

1.3 Description of Mortgage. To secure the Note, Venture executed a certain Real Estate Mortgage and Assignment of Rents and Leases dated February 28, 1989, and recorded March 1, 1989 as Document No. 89090221 in the Office of the Recorder of Deeds of Cook County, Illinois relative to the real estate described in Exhibit "A" (hereinafter referred to as the "Mortgage");

1.4 Description of Limited Continuing Guaranty. To further secure the Note, Guarantor executed and delivered to Lender a certain Limited Continuing Guaranty dated February 28, 1989, unconditionally guaranteeing the payment and performance of the Venture's obligations to Lender under the Note and Loan Agreement upon the terms and conditions provided in such guaranty (the "Guaranty").

1.5 First Amendment to Note and Real Estate Mortgage. The Note and the Mortgage were each amended by a certain Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases dated and executed April 17, 1991, to be effective as of February 28, 1991, by and between Venture and Lender, and recorded April 18, 1991 as Document No. 91177794 in the Office of the Recorder of Deeds of Cook County, Illinois, (hereinafter referred to as the "First Amendment"). The First Amendment modified the Note, by amending inter alia, (i) the principal loan balance to \$11,000,000.00, and (ii) the interest rate on the principal Loan balance to a rate per annum 100 basis points above Lender's Base Rate.

1.6 Second Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, and the First Amendment were each amended further by a certain Second Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, Amendment to Loan Documents, and Acknowledgment and Confirmation, dated and executed April 29, 1991, to be effective as of April 19, 1991, by and among Venture, Borrower, Daniel E. McLean, VMS Financial Guarantee Limited Partnership and Lender, and recorded May 1, 1991 as Document No. 91201898 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Second Amendment"). The Second Amendment provided, inter alia, for the payment to Lender of Additional Interest (as therein defined) upon the terms and conditions fully set forth in Paragraph 4 of the Second Amendment.

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1.7 Withdrawal of One of Venture Partners and Assumption of Obligations By Borrower As Survivor. Also as a result of the Second Amendment, on April 29, 1991, VMS Dearborn Park II, Inc., an Illinois corporation, one of the two joint venture partners of, VMS/MCL Dearborn Park II Venture, an Illinois joint venture, withdrew from the Venture and, pursuant to a certain Agreement and Assignment and Assumption of Partnership Interest also dated April 29, 1991, the Venture transferred and assigned to the remaining joint venture partner, Dearborn Prairie Homes Corporation, an Illinois corporation, all of its right, title, and interest in and to the Venture property. Therefore, Dearborn Prairie Homes Corporation, Borrower herein, as the remaining surviving Venture partner, accepted and assumed all of the interests of VMS Dearborn Park II, Inc., and assumed all of the liabilities, obligations, and responsibilities of said corporation with respect to the Venture.

1.8 Third Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, the First Amendment, and the Second Amendment were each amended further by a certain Third Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, dated and executed June 11, 1991, to be effective as of April 30, 1991, by and among Borrower, Guarantor, and Lender, and recorded June 13, 1991 as Document No. 91286116 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Third Amendment"). The Third Amendment provided, inter alia, (i) an extension of the final date for payment of the entire unpaid principal balance and all accrued and unpaid interest to February 28, 1993, (ii) an amendment to the Additional Interest provisions, (iii) a provision for periodic financial reporting requirements, (iv) procedures for the advancement by Lender of a portion of the Loan and the Cash Collateral Account (as defined in the Loan Agreement), (v) the establishment of an Earnest Money Account as defined and more fully described in Section 2.5 of the Third Amendment, and (vi) a modification to the pre-sale requirements and the creation of certain limitations upon the number of unsold residential units Borrower is allowed to have in any stage of construction completion from time to time, all as more fully set forth in Paragraph 2.6 of the Third Amendment.

1.9 Fourth Amendment to Note and Real Estate Mortgage. The Note, the Mortgage, the First Amendment, the Second Amendment, and the Third Amendment were each amended further by a certain Fourth Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases, dated and executed August 29, 1991, by and among Borrower, Guarantor, and Lender, and recorded September 3, 1991 as Document No. 91452931 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter referred to as the "Fourth Amendment"). The Fourth Amendment provided, inter alia, for Borrower to give to Lender a second mortgage ("Second Mortgage") on certain real property owned by Guarantor, commonly known as W1773 Bloomfield Road, Lake Geneva, Walworth County, Wisconsin 53147, as security for certain earnest money and

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customer upgrade deposits previously pledged to Lender by Borrower pursuant to the Third Amendment.

1.10 Second Mortgage. At the time of making and delivering the Fourth Amendment, the Borrower offered and Lender accepted, as additional consideration for, and an inducement to, the Lender's deferring the exercise of certain of Borrower's obligations under the Loan, the Second Mortgage as hereinabove described, which was recorded August 30, 1991 as Document No. 217533, Volume 533 of Records on Page 1 through 21, in the Office of Registrar of Deeds of Walworth County, Wisconsin. The Second Mortgage and the Fourth Amendment were made, executed, and delivered concurrently on August 29, 1991. The Second Mortgage was originally for Nine Hundred and Forty Six Thousand, Thirty-Two and 00/100 Dollars (\$946,032.00) which balance has decreased from time to time as certain deposits and deferred proceeds were repaid pursuant to the terms of Section 2.2 of the Fourth Amendment. However, it was understood and agreed by the Borrower that at no time would the minimal amounts secured by the Second Mortgage be less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00), as more fully provided in Section 2.3 of the Fourth Amendment.

1.11 Amended Second Mortgage. Concurrently with the making and delivery of this Fifth Amendment, the Borrower offered and Lender accepted, and the Borrower and Guarantor have made and delivered to Lender an Amended and Restated Second Mortgage and Security Agreement ("Amended Second Mortgage"). The Amended Second Mortgage is made, executed, and delivered concurrently on the date hereof as additional consideration for Lender's agreement to renew the Loan in accordance with the provisions set forth in Section 2.4 of the Fifth Amendment. The Amended Second Mortgage has been given as additional collateral to secure the Fifth Amendment, and shall at all times be pledged to secure the Guaranty and the Loan.

1.12 Description of Other Lien Agreements. Venture also executed and delivered to Lender a certain Subordination Agreement, (the "Subordination Agreement"), and a certain Security Agreement (the "Security Agreement"), each dated February 28, 1989 (the Loan Agreement, the Note, the Mortgage, the Guaranty, the Subordination Agreement, Security Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Second Mortgage, together with any and all other documents evidencing or securing the obligations of Venture and Borrower, either individually, jointly, or severally, to Lender are hereinafter collectively referred to as the "Loan Documents"). This Fifth Amendment and the Amended Second Mortgage shall hereafter be deemed to be one of the Loan Documents.

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1.13 Description of Other Parties. Guarantor is the sole shareholder and director, and an officer of Borrower, and is also the sole shareholder and director, and an officer of MCL Development Corporation, an Illinois corporation (hereinafter "MCL Development") and MCL Realty Corp., an Illinois corporation ("MCL Realty"). Guarantor has a direct financial interest in and relationship with the Project because (i) MCL Development is the general contractor of the improvements which have been and will continue to be developed and constructed at the Project, and (ii) MCL Realty is the sales and marketing agent for the Project.

In the Fourth Amendment, at Borrower's request, Guarantor agreed to pledge certain net commissions (as defined in Section 2.2 therein) earned from the current and future sales of residential units to the extent necessary to retire the outstanding balance of certain Deposits. MCL Realty, therefore, joined in the execution of the Fourth Amendment thereby ratifying its agreement with, and consent to, the provisions of Section 2.2 therein respecting net commissions earned from current and future sales of residential units in the Project. Borrower has again requested that Guarantor pledge such net commissions (as defined in Section 2.3 of the Fifth Amendment) as additional consideration for this Fifth Amendment, and Guarantor has, accordingly, joined in the execution of this Fifth Amendment.

1.14 Outstanding Default. Borrower acknowledges a default has occurred in the payment of amounts due to Lender under the Loan Documents, and has requested Lender to defer the exercise of Lender's rights and remedies now available to Lender pursuant to the terms and conditions of the Loan Documents. The Borrower acknowledges it is now obligated to pay in full all of the indebtedness due and owing under the Loan Documents as of February 28, 1993 and that it has no right of offset or counterclaim or defense with respect to such indebtedness. Lender has agreed to comply with the request of Borrower with respect to the exercise of such rights and remedies, but only upon certain terms and conditions which are satisfactory to both Lender and Borrower.

1.15 Ratification of Loan Documents. Borrower and Guarantor acknowledge each of the Loan Documents secures, extends to, includes, and is effective with respect to all past, present, and future indebtedness and obligations to Lender by either of them notwithstanding Borrower's assumption, as surviving partner, of all liabilities, obligations, and responsibilities with respect to the Venture, as aforesaid, including, but not limited to, the Loan as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, this Fifth Amendment, and the Second Mortgage and the Amended Second Mortgage as well as by any future extensions, renewals, increases, amendments, or modifications thereof.

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1.16 Modification Agreement. Borrower and Lender desire to modify certain terms and provisions under the Note and the other Loan Documents.

II

Modification Covenants and Representations

To secure the payment and performance of all present and future indebtedness and obligations of Borrower to Lender including, but not limited to (i) the indebtedness evidenced by the Note and all renewals, extensions, modifications, and replacements thereof, and (ii) to the agreements of Borrower contained herein and in the other Loan Documents. Borrower and Lender, in consideration of the premises and of the mutual covenants, agreements, and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, agree as follows:

2.1 Incorporation by Reference. The recitals hereto set forth are incorporated herein and made a part hereof.

2.2 The Note. The Note, as heretofore amended from time to time, shall be and is hereby modified by (i) reducing the maximum outstanding principal balance at any time to \$8,500,000.00, and (ii) the final date for payment of the entire unpaid principal balance, and all accrued and unpaid interest, shall be due and payable on or before February 28, 1994.

2.3 Repayment of Deposits and Deferred Proceeds. As provided in the Fourth Amendment, Lender has again agreed to Borrower's request to defer a portion of the Loan repayment due from certain closings on residential sales ("Deferred Proceeds") in the Project, provided, however, that any such Deferred Proceeds shall be limited only to those residential sales transactions identified on Exhibit "B" attached hereto. As provided in Section 1.12 of the Fourth Amendment, Guarantor agreed to pledge, for the benefit of Borrower, certain additional collateral owned by Guarantor to secure the Loan and repayment of the Deposits and Deferred Proceeds periodically made and occurring throughout the Loan term. Repayment of the Deposits and Deferred Proceeds will continue to be made from the following sources as provided in the Fourth Amendment:

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(A) The net commissions (as defined herein) MCL Realty earns from the current and future sales of residential units to the extent necessary to retire the outstanding balance identified in Exhibit "B." The net commissions are 6% of the gross sales price for each residential unit less, (i) 2% to be retained by MCL Realty, and (ii) a commission of 3% paid to an unaffiliated real estate broker with respect to any such residential sale. In no event will the net commissions be less than 4% of the gross sales price for any particular residential sale not involving an unaffiliated third party broker, and

(B) Any other form of liquidity or acceptable collateral from a source, unaffiliated with the Project (as defined in the Loan Agreement) but available to Borrower, and

(C) Liquidation of the collateral pledged by way of the Amended Second Mortgage, amended and restated of even date herewith.

Any outstanding balance due and owing shall be declared due in full upon maturity of the Loan.

2.4 Amended Second Mortgage. The amount of the Amended Second Mortgage shall be Nine Hundred and Fifty Thousand and 00/100 Dollars (\$950,000.00). The outstanding balance shall no longer decrease, from time to time, as the remaining Deposits and Deferred proceeds are repaid pursuant to the terms and conditions of Section 2.3. Therefore, the Amended Second Mortgage shall maintain a minimum balance of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) additional collateral which shall at all times be pledged to secure the Guaranty and also as additional security for the Loan. Provided, however, the Amended Second Mortgage shall not be deemed given as security to the Guaranty the payment of any Additional Interest.

2.5 Escrow Account for Deposits. As provided in the Fourth Amendment, Borrower shall continue to place or cause to be placed all Deposits (i.e., earnest money deposits and customer upgrade deposits) into an escrow account ("Escrow Account") specifically established and controlled by the law firm of D'Ancona & Pflaum which will act as custodian for Lender and escrow agent for the parties ("Escrow Agent") subject to the terms and conditions of an escrow letter agreement dated August 29, 1991. To the extent permitted by law, Borrower hereby grants to Lender a security interest in the Escrow Account to be held, administered, and controlled by the Escrow Agent, and this Fifth Amendment shall constitute a Security Agreement upon the Escrow Account. Borrower agrees to execute and deliver to Lender from time to time such UCC Financing Statements as may be reasonably requested by Lender to perfect its security interest in the monies held in the Escrow Account.

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2.6 Reporting Requirements. As also provided in the Fourth Amendment, Borrower shall continue to furnish or cause to be furnished to Lender monthly the following:

(A) Escrow Account. Borrower shall cause the Escrow Agent to furnish Lender with a detailed report identifying in ledger format each of the Deposits received, and advanced from the Escrow Account accompanied by the previous month's Escrow Account bank statement, on a monthly reporting form satisfactory to Lender's Commercial Auditing Department. The monthly report shall be furnished to Lender within five (5) business days of the Escrow Agent's receipt of its bank statement for such account.

(B) Customer Upgrades. Each month Lender shall review Escrow Agent's monthly reports provided as aforesaid and shall compare the results to individual residential unit contract sales files held or maintained by Borrower or its sales representatives or agents. Escrow Agent shall deliver a check to Lender monthly for deposit to the Cash Collateral Account (as defined in the Loan Agreement) and as more fully provided in Section 2.4 of the Third Amendment, for customer upgrades deposited during the preceding month. Within thirty (30) days from the date hereof, Borrower shall implement a Customer Upgrade Reporting Procedure in form and substance satisfactory to Lender's Commercial Auditing Department.

2.7 Amended and Restated Second Mortgage Release Procedure. Lender agrees to release the Amended and Restated Second Mortgage only upon the happening of the later of such period of time as is necessary for the following conditions to occur:

(A) All Deposits and Deferred Proceeds have been fully repaid pursuant to the provisions of Section 2.3 herein, and

(B) No events of default exist under the Note or other Loan Documents, and Borrower is in full compliance under such documents with respect to all terms, covenants, conditions, representations, and warranties contained therein, and

(C) A budgeted cash flow forecast, prepared at a date no less than six (6) months from the date hereof, supports remaining positive Project cash flow without regard to payment of Additional Interest of not less than \$500,000. For purposes of the foregoing calculation, forecasted absorption rates shall not exceed the actual monthly average of such rates calculated from the date hereof to the date such forecast is prepared, and further based on a minimum six (6) months' period of measurement from the date hereof. Forecasted interest rates shall be based on the then current Loan interest rate plus 50 Basis Points.

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2.8 Construction Budget. The Borrower agrees to furnish Lender with a revised construction budget ("Construction Budget") which shall be submitted for Lender's approval at the time of the execution and delivery of this Fifth Amendment. The Construction Budget shall contain a line item for "Developer's Overhead" in the amount of \$70,000, being the remaining amount of such undisbursed funds still available to Borrower. Such remaining "Developer's Overhead" can be drawn by Borrower within the 60 Day period following the execution and delivery of this Fifth Amendment, after which time no further draws for "Developer's Overhead" shall be permitted.

2.9 Appraisals. On or before June 30, 1993, Borrower shall provide Lender with real estate appraisals in form and substance satisfactory to Lender for (i) "The Prairie Homes of Dearborn Park," and (ii) the real property owned by Guarantor, commonly known as W1773 Bloomfield Road, Lake Geneva, Walworth County, Wisconsin 53147.

2.10 The Other Loan Documents. The Mortgage and each of the other Loan Documents are hereby ratified and confirmed and remain in full force and effect.

2.11 Representations and Warranties As To Loan Agreement. Borrower and Guarantor each represent and warrant to Lender that all representations and warranties contained in paragraph 8 of the Loan Agreement are true as of the date hereof, that there has been full compliance with the covenants contained in paragraph 9 of the Loan Agreement and that as of the date hereof there exists no default or any condition that, with the giving of notice or lapse of time or both, would constitute a default under the Loan Agreement except as previously disclosed to Lender, including (i) the withdrawal of one of the venture partners.

2.12 Representations and Warranties As To Note and Other Loan Documents. Borrower and Guarantor each represent and warrant to Lender that all representations and warranties contained in each of the Note and the Loan Documents are true as of the date hereof, that there has been full compliance with the covenants contained in each of the Note and the Loan Documents and that as of the date hereof there exists no default or any condition that, with the giving of notice or lapse of time or both, would constitute a default under the Note and the Loan Documents except as previously disclosed to Lender.

2.13 No Forbearance or Waiver of Remedies. Except as specifically set forth herein, nothing contained herein shall be deemed to be an agreement by Lender to forbear in exercising any of its rights or remedies available under the Loan Documents, at law or in equity, and Lender expressly reserves any and all rights and remedies available to it under the Loan Documents, at law or in equity. No failure to exercise or delay by Lender in exercising any right, power, or privilege hereunder, under the

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Loan Documents, or at law or in equity, shall preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.

2.14 Expenses, Attorneys' Fees. Lender is hereby authorized to reimburse itself from the undisbursed portion of the Loan, and Borrower acknowledges that Lender has such right, all amounts incurred by or on behalf of Lender for attorneys' fees and all other expenses reasonably incurred by or on behalf of Lender by reason of the matters specified herein and for the preparation of this Fifth Amendment or any previous Amendments to or modifications of the Loan Documents as well for all other documents necessary and required to effectuate the provisions of this Fifth Amendment. In the event any dispute shall arise concerning the subject matter of this Fifth Amendment, then Lender shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith, including without limitation, all costs of trial, appellate, and bankruptcy proceedings. The rights and remedies of Lender contained in this Section 2.14 or elsewhere in this Fifth Amendment shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents and as otherwise provided by law or in equity.

2.15 Consent to Agreement. Borrower and Guarantor individually, jointly, and severally acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and that each is familiar with the same, that the terms and provisions herein contained are clearly understood by each and have been fully and unconditionally consented to by Borrower and Guarantor, have each had the full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel, in regard to understanding the terms, meaning, and effect of this Fifth Amendment, and that this Fifth Amendment has been entered into by Borrower and Guarantor freely, voluntarily, with full knowledge, and without duress, and that in executing this Fifth Amendment, Borrower and Guarantor are relying on no other representations either written or oral, express or implied, made by Lender, or by any other party and that the consideration received by Borrower and Guarantor hereunder has been actual and adequate.

2.16 Title Company Approval. This Fifth Amendment shall be of no force and effect unless and until after the recordation hereof in the Office of the Recorder of Deeds of Cook County, Illinois. Chicago Title Insurance Company shall issue an endorsement to its previously issued Alta Loan Policy No. 71-98-536 under which it insures Lender that the Mortgage as amended hereby, constitutes a valid lien on the Real Estate described in said Mortgage subject only to the liens and encumbrances set forth on Exhibit "B" to the Mortgage and to current real estate taxes.

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2.17 No Joint Venture. It is hereby acknowledged by Borrower and Guarantor that the relationship between Lender and Borrower, or Lender and Guarantor, as the case may be, is that of creditor and debtor, or creditor and guarantor, and is not intended to be and shall not in any way be construed to be that of a partnership, a joint venture, or that of principal and agent; and it is hereby further acknowledged that any disbursement of the Loan to any one other than Borrower shall not be deemed to make Lender a partner, joint venturer, or principal or agent of Borrower, but rather shall be deemed to be solely for the purpose of protecting Lender's security for the Loan.

2.18 Binding Effect. This Fifth Amendment shall be binding upon and inure to the benefit of Borrower, Guarantor, and Lender, and their respective heirs, beneficiaries, successors, assigns, and personal and legal representatives.

2.19 Governing Law. This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have caused this Fifth Amendment to be executed and effective as of the day and year first above written.

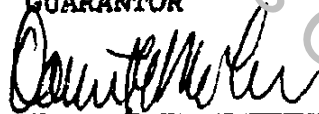
BORROWER

Bearborn Prairie Homes
Corporation, an Illinois

By: 

Daniel E. McLean
President

GUARANTOR


Daniel E. McLean,
Individually
SSN: 343-38-9935

LENDER

NATIONAL CITY BANK, INDIANA

By: 

John J. Thullen,
Vice-President

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CONSENT

MCL REALTY, INC., an Illinois corporation, hereby consents to the provisions of and agrees to comply with certain repayment requirements set forth in Paragraph 2.3 of this Fifth Amendment.

MCL REALTY, INC.

By 
Daniel E. McLean,
President

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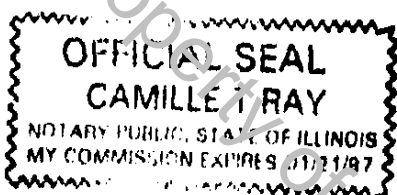
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COUNTY OF C O O K)

Before me, a Notary Public in and for said County and State, personally appeared Daniel E. McLean, individually as Guarantor herein, as the President of Dearborn Prairie Homes Corporation, an Illinois corporation, and as the President of MCL Development, an Illinois corporation, after having been duly sworn, acknowledged the execution of the foregoing Fifth Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases for and on behalf of each such corporation and individually.

WITNESS my hand and notarial seal this 29th day of March, 1993.



Camille T. Ray
Notary Public

My Commission Expires:

1/21/97

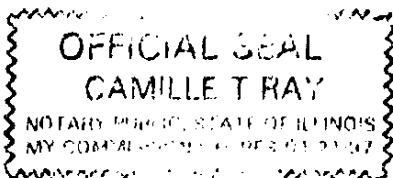
STATE OF ILLINOIS)

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COUNTY OF C O O K)

I, Camille T. Ray, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John J. Thullen of National City Bank, Indiana, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President and appeared before me this day in person and acknowledged that he signed and delivered 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 29th day of March, 1993.



Camille T. Ray
Notary Public

My Commission Expires:

1/21/97

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COUNTY OF C O O K)

Before me, a Notary Public in and for said County and State, personally appeared Daniel E. McLean, individually as Guarantor herein, as the President of Dearborn Prairie Homes Corporation, an Illinois corporation, and as the President of MCL Development, an Illinois corporation, after having been duly sworn, acknowledged the execution of the foregoing Fifth Amendment to Note and Real Estate Mortgage and Assignment of Rents and Leases for and on behalf of each such corporation and individually.

WITNESS my hand and notarial seal this 29th day of March, 1993.



Camille T. Ray
Notary Public

My Commission Expires:

3/21/97

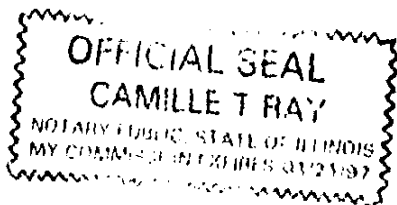
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COUNTY OF C O O K)

I, Camille T. Ray, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John J. Thullen of National City Bank, Indiana, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President and appeared before me this day in person and acknowledged that he signed and delivered 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 29th day of March, 1993.



Camille T. Ray
Notary Public

My Commission Expires:

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EXHIBIT "A"

Parcel "A":

Block 5 in Dearborn Park Unit No. 2, being a resubdivision of Sundry lots and vacated streets and alleys in part of the North East 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel "B":

Block 7 together with the South 381.50 feet of Block 4 in Dearborn Park Unit No. 2, being a resubdivision of Sundry lots and vacated streets and alleys in part of the North East 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property bounded by Roosevelt Road on the North and 15th Street on the South, State Street on the East.

Permanent Index No.: 17-21-210-012, 009, 013, 011, 013, 024 and 028.

17 21 210-008, 016, 017, 022, 010, 022, 026, 032 and 082.

L/CAC/AG-5AMEND

Proprietor Cook County Clerk's Office

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