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THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING RETURN TO:

Elvin E. Charity  
Charity & Associates  
20 North Clark Street  
Suite 803  
Chicago, Illinois 60602

DEPT-01 RECORDING \$43.00  
T42222 TRAN 3500 06/09/94 16:03:00  
42827 + K.R. \*-94-512817  
COOK COUNTY RECORDER

## SUPPLEMENT TO MORTGAGE

THIS SUPPLEMENT TO MORTGAGE is made and entered into as of the 1 day of June, 1994 by and between **SOUTH SHORE DRIVE LIMITED PARTNERSHIP**, an Illinois limited partnership ("Mortgagor"), with a mailing address of 1809 E. 71st Street, Chicago, Illinois 60649, and **HARRIS TRUST AND SAVINGS BANK**, an Illinois banking corporation ("Lender"), with a mailing address of 111 West Monroe Street, Chicago, Illinois 60690.

## RECITALS

A. **CHICAGO TITLE and TRUST COMPANY**, an Illinois corporation, not personally but as Trustee ("Trustee") under Trust Agreement dated December 1, 1988 and known as Trust No. 1092452 ("Trust 1092452"), the sole beneficiary of Trust 1092452 being Mortgagor, has heretofore made, executed and delivered to Lender a certain Mortgage ("Mortgage") dated January 24, 1989 and recorded on February 27, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89087270, pursuant to which Mortgage granted a mortgage and security interest in favor of Lender in certain real property ("Premises") situated in Cook County, Illinois and more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. The Mortgage secures the indebtedness of Mortgagor to Lender evidenced by that certain Adjustable Rate Promissory Note ("Note") dated January 24, 1989 in the principal amount of \$450,000.00 executed by Mortgagor in favor of Lender.

C. Trustee has heretofore made, executed and delivered to Mortgagor a certain Trustee's Deed dated August 22, 1993 and recorded on January 9, 1994 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 94009112, pursuant to which Trustee conveyed the entire fee simple interest in the Premises to Mortgagor.

D. Mortgagor and Lender desire by this agreement to supplement the Mortgage as hereinbelow provided.

NOW, THEREFORE, in consideration of the Ten Dollars (\$10.00) paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms not otherwise defined in this Supplement to Mortgage shall have the meanings ascribed to them in the Mortgage.

2. Lender hereby agrees to consent to the submission of the Premises to the provisions of

**BOX 430**

Handwritten initials and numbers, possibly "4300" and "HJD".

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the Illinois Condominium Property Act (the "Act"), Illinois Compiled Statutes, Chapter 765, Sections 605/1 et seq., provided that each of the following conditions is met:

- (a) Lender shall have approved in writing the form and content of the declaration of condominium ("Declaration"), property report, survey plat, budget and other documents ("Condominium Documents") prepared in connection with the submission of the Premises to the provisions of the Act;
- (b) Lender shall have received endorsements, in form and content acceptable to Lender, issued by First American Insurance Company ("Title Company") to its lender's title policy number 82149/LP319163 dated February 27, 1989 ("Loan Policy"), which endorsements shall be dated subsequent to the date of recording of this Supplement to Mortgage and the Declaration in the Office of the Recorder of Deeds of Cook County, Illinois, insuring that (i) the Declaration has been properly recorded and is effective to establish the Premises as a condominium pursuant to the Act; (ii) the lien of the Mortgage, as supplemented hereby, constitutes a first lien on the Premises, subject only to the Permitted Exceptions described in Exhibit "B" attached hereto and made a part hereof and the Declaration; (iii) that fee simple title to the Premises was as of the date of this Supplement to Mortgage vested in Mortgagor; and (iv) that the recording of the Declaration and submission of the Premises to the provisions of the Act does not violate any existing covenant, condition or restriction pertaining to the Premises or in any agreement relating to the Mortgagor or any beneficiary of Mortgagor;
- (c) Lender shall have received the opinion of Mortgagor's counsel to the effect that (i) all requirements of the Act have been met and the Premises constitutes a condominium pursuant to the Act; (ii) the Mortgage, as supplemented hereby, is a legal and valid mortgage encumbering the Premises and is enforceable in accordance with its terms; (iii) to the best of counsel's knowledge there exists no litigation, pending or threatened, that would materially, adversely affect the Premises or the ability of the beneficiary of Mortgagor to pay its debts; (iv) the Mortgagor has full authority to execute this Supplement to Mortgage and (iii) that the recording of the Declaration and submission of the Premises to the provisions of the Act does not violate any existing indenture, ordinance, agreement or instrument binding upon the Premises, the Mortgagor or any beneficiary of the Mortgagor;
- (d) Lender shall have received a copy of the agreement of limited partnership of Mortgagor certified by the Mortgagor's general partner as true, correct and complete and evidencing John Leja and Byron Gregory as the general partners of Mortgagor;
- (e) Lender shall have received a copy of Mortgagor's certificate of limited partnership filed with the Illinois Secretary of State and recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and
- (f) Lender shall have received a current certificate of existence of Mortgagor issued by the Illinois Secretary of State.

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3. Mortgagor shall cause the Premises to at all times comply with the provisions of the Act and failure to do so shall be deemed to be an Event of Default under the Mortgage, as supplemented hereby.

4. Lender agrees to release units of the condominium to be established pursuant to the Declaration from the lien of this Mortgage upon the following terms and conditions:

- (a) There shall exist no Event of Default under the Mortgage, as supplemented hereby, or event that, with notice and the passage of time, would constitute an Event of Default;
- (b) Lender shall have approved the form of the contract of sale for the sale of all condominium units comprising the Premises and all modifications to the approved form of contract of sale shall be subject to Lender's prior written approval. Mortgagor shall cause copies of all contracts of sale to be delivered to Lender;
- (c) Lender shall have received from the proceeds of sale of any condominium unit for which a release is sought an amount equal to ninety percent (90%) of the greater of (i) the actual gross purchase price for such unit or (ii) the amount set forth for each unit in the Schedule of Minimum Prices dated June 1, 1994, signed by Mortgagor and consented to by Lender, less the sum, not to exceed \$37,800, necessary to pay the entire balance of the indebtedness secured by the Second Mortgage (as defined in Exhibit "B" attached hereto);

5. Notwithstanding the foregoing, the Lender shall not be obligated to release any condominium unit from the lien of this Mortgage, unless and until the closing of at least five (5) units has occurred, the balance of the Second Mortgage has been paid in full and the Title Company has issued its date down endorsement to the Loan Policy deleting the Subordinate Mortgage from Schedule B of the Loan Policy. It is anticipated that to meet the requirement of the first sentence of this Paragraph 5, the first five (5) sales of condominium units comprising the Premises shall occur contemporaneously through an escrow or escrows established with the Title Company or an authorized agent of the Title Company.

6. Mortgagor shall pay all of Lender's costs and expenses, including, without limitation, reasonable attorney's fees and title insurance charges, incurred in connection with the preparation and recording of this Supplement to Mortgage and the review of the Condominium Documents. Mortgagor shall pay a \$100 preparation fee for each release of a condominium unit from the lien of this Mortgage requested by Mortgagor.

7. The provisions of this Supplement to Mortgage shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8. Except as expressly modified and supplemented hereby, the terms, conditions and provisions of the Mortgage shall continue in effect unchanged and are hereby in all respects ratified and confirmed.

9. This Supplement to Mortgage may be executed in multiple counterparts.

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Supplement to Mortgage as of the date herein above first written.

**SOUTH SHORE DRIVE LIMITED PARTNERSHIP,**  
an Illinois limited partnership

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

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

**HARRIS TRUST AND SAVINGS BANK**

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

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

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## CONSENT OF GUARANTORS

The undersigned, JOHN LEJA and BYRON GREGORY, as guarantors of the obligations of the maker of the Note and the grantor of the Mortgage pursuant to guaranties dated January 24, 1989 and September 30, 1991, respectively, having been fully reviewed the contents of this Supplement to Mortgage and having consulted with their respective legal counsels with respect thereto, hereby consent to this Supplement to Mortgage and ratify, confirm and restate their obligations under their respective guaranties.

Date:

June 1, 1994

*John A. Leja*  
JOHN LEJA

Date:

June 1, 1994

*Byron Gregory*  
BYRON GREGORY

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## CONSENT OF HOLDER OF SECOND MORTGAGE

The undersigned, RESIDENTIAL ENERGY CONSERVATION LOAN FUND, hereby consents to this Supplement to Mortgage

RESIDENTIAL ENERGY CONSERVATION LOAN FUND

By: John Putsch

Its: President C.I.C.

Community Investment Corporation  
Agent for Lender

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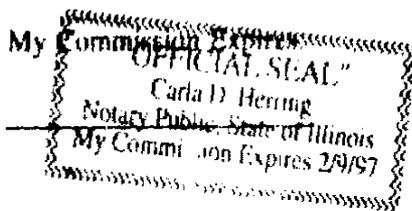
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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Carla D. Herring, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard N. Spurr, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of HARRIS TRUST AND SAVINGS BANK, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein.

Given under my hand and notarial seal this 3<sup>rd</sup> day of June, 1994.

Carla D. Herring  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

THE SOUTHERLY HALF OF LOT 171 IN DIVISION NO. 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1,2,4,64,66, 126 TO 128 OF DIVISION 1 OF WESTFALL'S SUBDIVISION OF 203 ACRES BEING THE EAST HALF OF THE SOUTH WEST QUARTER OF THE SOUTH EAST FRACTIONAL QUARTER OF SAID SECTION 30 IN COOK COUNTY, ILLINOIS

Property Address: 7555-57 SOUTH SHORE DRIVE  
CHICAGO, ILLINOIS 60649

PIN: 21-30-303-005

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. General real estate taxes for 1993 and subsequent years that are a lien, but not yet due and payable.
2. Subordinate Mortgage ("Second Mortgage") dated April 1, 1989 in favor of the Residential Energy Conservation Loan Fund and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89191595.

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