

206617E

# UNOFFICIAL COPY

94567360

This instrument prepared by and after recording return to Diane K. Corbett Illinois Housing Development Authority 401 N. Michigan Ave., Suite 900 Chicago, Illinois 60611

Property Information No. 11-29-105-017 11-29-105-018 11-29-106-010 11-29-106-011 11-29-018-012 7600 N. Bosworth 7605-07 N. Bosworth 7609-11 N. Bosworth 1514 W. Howard Chicago, Illinois

## SUPPLEMENT TO AND MODIFICATION OF THIRD MORTGAGE

THIS SUPPLEMENT TO AND MODIFICATION OF THIRD MORTGAGE (this "Agreement") is made and entered into as of as of June 29, 1994 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee (the "Trustee") under a Trust Agreement dated December 27, 1991 and known as Trust No. 114960-07 (the "Trust"); BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Owner") (Owner and Trustee are collectively referred to as the "Mortgagor"); and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1992) as amended (the "Mortgagee");

94567360

### RECITALS

DEPT-01 RECORDING \$39.00  
T86666 TRAN 1146.06/29/94 13:33:00  
9497 & LC #94-567360  
COOK COUNTY RECORDER

WHEREAS, the Mortgagee previously made a mortgage loan to the Mortgagor evidenced by a mortgage note in the original principal amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) dated February 28, 1992 (the "Mortgage Note"), the proceeds of which were used for the acquisition, rehabilitation and permanent financing of the Development (as hereinafter defined); and

WHEREAS, the Mortgage Note was executed and delivered by the Trustee, as maker, to Mortgagee, as payee, and modified by that certain Modification of Mortgage Note of even date herewith by Mortgagor to Mortgagee; and

WHEREAS, the Mortgage Note is secured by that certain Third Mortgage dated February 28, 1992, executed, acknowledged and delivered by the Trustee to the Mortgagee and recorded in the Office of the Cook County Recorder of Deeds on February 28, 1992 as Document No. 92130958 (the "Mortgage"); and

WHEREAS, the Mortgage constitutes a third (3rd) lien on certain real property located in Cook County, Illinois, legally described on Exhibit A attached hereto and made a part hereof

Box 430

Office

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(the "Real Estate") and the improvements located thereon (the Real Estate and the improvements located thereon are herein referred to as the "Development"); and

WHEREAS, the Owner has requested that the Mortgagee make a mortgage loan increase in the amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) (the "Mortgage Loan Increase");

Whereas, as an inducement to the Mortgagee's making the Mortgage Loan Increase, the Mortgager agrees to enter into this Agreement;

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. All of the foregoing recitals are made a part hereof.
2. The Mortgage is hereby amended as follows:
  - (a) By deleting, in the sixth (6th) and seventh (7th) lines of the introductory paragraph the words, "Law, 1967, p. 1931, constituting Chap. 67 1/2, Section 301 et seq., Illinois Revised Statutes" and inserting in lieu thereof "20 ILCS 3805/1 (1993) et seq.".
  - (b) By deleting in the second (2nd) recital the words, "THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)" and inserting in lieu thereof the words, "FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)".
  - (c) By inserting in the fourth (4th) recital the words, ", as supplemented by that certain Conditional Commitment Letter from the Mortgagee to the Owner dated January 21, 1994," after the date "February 24, 1992" where it appears in subparagraph (a) thereof.
  - (d) By deleting from the second (2nd) and third (3rd) lines of the second paragraph of Paragraph 15 the words, "Ill Rev. Stat., Ch. 110, Par 15-1101" and inserting in lieu thereof the words, "735 ILCS 5/15-1101,"
  - (e) By deleting Paragraph 23 in its entirety and inserting in lieu thereof the following:

"Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth below, by any of the following means: (a)

94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250300

# UNOFFICIAL COPY

Limited Partnership personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of receipt; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

**Mortgagor:** American National Bank and Trust  
Company of Chicago  
33 N. LaSalle Street  
Chicago, Illinois 60690  
Attn. Land Trust Department  
Fax: (312) 661-5373

Broadmoor Apartments Associates  
Limited Partnership  
C/O TACH Broadmoor Development  
Corporation  
205 West Monroe Street, Ste. 5 West  
Chicago, Illinois 60606  
Attn: Ralph Brown  
Fax: (312) 368-0713

With copies to:

Keck, Mahin and Cate  
77 E. Wacker Drive  
Chicago, Illinois  
Attn: Mark Burns  
Fax: (312) 534-5000

Chicago Equity Fund 1991 Partnership  
c/o Chicago Equity Fund, Inc.  
One East Superior, Suite 604  
Chicago, Illinois 60611  
Attn: William W. Higginson  
Fax: (312) 943-7994

**Authority:** Illinois Housing Development  
Authority  
401 North Michigan Avenue  
Suite 900  
Chicago, Illinois 60611  
Attention: Legal Department  
Fax: (312) 836-5215

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection (a) or (b) hereof shall be served and effective upon such personal service or upon dispatch by

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

such electronic means. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) shall be served and effective three (3) business days after deposit with the United States Postal Service."

(f) By deleting from the second (2nd) and third (3rd) lines of Paragraph 29 the words, "Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes" and inserting in lieu thereof the words, "815 ILCS 205/4".

(g) By amending Paragraph 37 as follows:

(i) by deleting the amount "\$1,960,629.00" in the tenth (10th) line and inserting "Two Million Sixty Thousand Six Hundred Twenty-Nine and No/100 Dollars (\$2,060,629.00)" in lieu thereof.

(h) By amending the Chicago Equity Fund Mortgage Loan Rider as follows:

1) by deleting the words, "THREE HUNDRED FIFTY THOUSAND" in the third (3rd) and fourth (4th) lines of the introductory paragraph thereof, and inserting in lieu thereof the words, "FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)".

2) by deleting the amount "\$1,960,629.00" in the fourth (4th) line of Paragraph 8 thereof and inserting in lieu thereof the amount "Two Million Sixty Thousand Six Hundred Twenty-Nine and No/100 Dollars (\$2,060,629.00)".

4. Whenever in the Mortgage, as amended hereby, reference is made to (a) the "Mortgage", such term shall be deemed to apply and refer to the Mortgage as modified and supplemented herein, (b) the "Note" or "Mortgage Note", such term shall be deemed to apply and refer to the Mortgage Note, as modified by that certain Modification of Mortgage Note of even date herewith, (c) "Mortgage Loan", such term shall be deemed to apply to the Original Mortgage Loan, as modified herein, (d) "Regulatory Agreement" such term shall be deemed to apply to the Regulatory Agreement, as modified by that First Amendment to Regulatory and Land Use Restriction Agreement of even date herewith, (e) the terms defining the other Loan Documents shall be deemed to refer to such document as modified by the Modification, (f) the "Loan

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000



# UNOFFICIAL COPY

94567360

Documents" shall be deemed to collectively refer to the Loan Documents as modified herein or by the Modification, or (g) loans to Borrower from the City of Chicago or the Community Investment Corporation and any documents relating thereto, including without limitation, the Chicago Equity Fund Mortgage Loan Rider, shall mean the same as may have been modified or supplemented.

5. All the terms, covenants, conditions, agreements and provisions of the Mortgage, as hereby modified, are hereby ratified and confirmed and the Mortgage, as hereby modified, remains in full force and effect.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

Property of Cook County Clerk's Office

94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

# UNOFFICIAL COPY

009457360

6. This Supplement to and Modification of Third Mortgage may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Supplement to and Modification of Third Mortgage must be produced or exhibited, be the Supplement to and Modification of Junior Mortgage but all such counterparts shall constitute one and the same Supplement to and Modification of Junior Mortgage.

MORTGAGOR:

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

By: [Signature]  
Its: Second Vice President

BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: TACH Broadmoor Development Corporation, its general partner

By: [Signature]  
Its: [Signature]

MORTGAGEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate

By: [Signature]  
Its: MANAGER, PORTFOLIO ADMINISTRATION

This instrument is executed by the undersigned Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all of the warranties, indemnities, covenants, conditions, understandings and agreements herein made on the part of the undersigned Land Trustee shall be deemed to be made on behalf of the undersigned Land Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or implied against the Trustee on account of any warranty, indemnity, representation, covenant, condition, understanding or agreement of the Trustee in this instrument.

lml/chl/060894/rf/bf136/mod3mort.3

94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

# UNOFFICIAL COPY

EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL 1:

\*\*\*LOTS 34, 35, 36, AND 37 IN GERMANIA ADDITION TO EVANSTON, BEING A SUBDIVISION OF BLOCKS 2 AND 3 IN DREYER'S LAKE SHORE ADDITION TO EVANSTON AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND SOUTH AND WEST OF SAID BLOCKS 2 AND 3, IN COOK COUNTY, ILLINOIS.\*\*\*

### PARCEL 2:

\*\*\*LOTS 55, 56 AND 57 IN GERMANIA ADDITION TO EVANSTON BEING A SUBDIVISION OF BLOCKS 2 AND 3 OF DREYER'S LAKE SHORE ADDITION TO EVANSTON AND THAT PART OF THE NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE AND SOUTH AND WEST OF SAID BLOCKS 2 AND 3 IN COOK COUNTY, ILLINOIS.\*\*\*

### PERMANENT REAL ESTATE INDEX NUMBERS:

11-29-105-017  
11-29-105-018  
11-29-106-010  
11-29-106-011  
11-29-106-012

### COMMONLY KNOWN AS:

7600 NORTH BOSWORTH  
7605-07 NORTH BOSWORTH  
7609-11 NORTH BOSWORTH  
1514 WEST HOWARD  
CHICAGO, ILLINOIS

94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011 10:10:11 AM

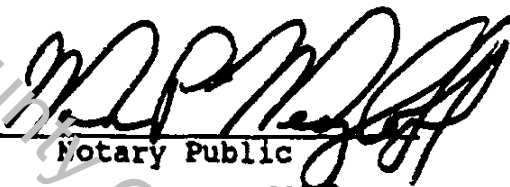
# UNOFFICIAL COPY

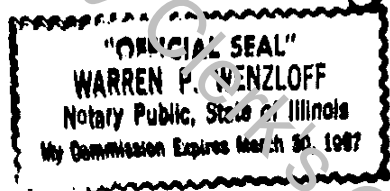
9 4 1 1 7 0 0

STATE OF ILLINOIS    )  
                              )   SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Rafael Brown, personally known to me to be the Pres of TACH BROADMOOR DEVELOPMENT CORPORATION, the general partner of BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Pres of TACH BROADMOOR DEVELOPMENT CORPORATION, the general partner of BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, as his free and voluntary act and deed and as the free and voluntary act and deed of same corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of June, 1994.

  
\_\_\_\_\_  
Notary Public



94567360

COOK COUNTY Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000



# UNOFFICIAL COPY

1 9 4 2 0 7 3 6 0

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter H. JOHANNEN, <sup>Second Vice President</sup> personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, as his free and voluntary act and deed and as the free and voluntary act and deed of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, for the uses and purposes therein set forth.

JUN 29 1994

Given under my hand and official seal this \_\_\_ day of June, 1994.

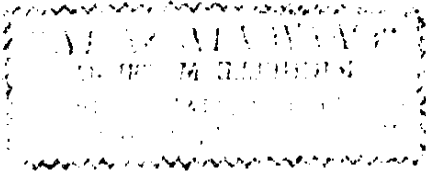
Michelle M. Trigo  
Notary Public



94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office



01/14/11 11:11 AM

# UNOFFICIAL COPY

9 4 2 0 7 2 0 0

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Gregory Lewis personally known to me to be the MANAGER, PORTFOLIO ADMINISTRATION of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument in her capacity as MANAGER, PORTFOLIO ADMINISTRATION of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of June, 1994.

Elise Marie Konopasek  
Notary Public



Notary Public's Office  
94567360

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (773) 399-3000 FAX: (773) 399-3001  
WWW.COOKCOUNTYCLERK.COM

00870000