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Chicago Ridge Commons

## FIRST MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This First Modification to Mortgage and Security Agreement and Collateral Assignment of Leases and Rents (the "First Modification") is made as of the 27th day of June, 1994 by and between TUCKER OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, having an office at 40 Skokie Boulevard, Northbrook, Illinois 60062 (the "Mortgagor" or "Borrower"), and THE FIRST NATIONAL BANK OF BOSTON, a national banking association, having its principal office at 100 Federal Street, Boston, Massachusetts 02110, as Agent for the "Bank" as defined in the Loan Agreement (the "Mortgagee" or "Agent" or "Assignee").

DEPT-01 RECORDING \$35.50  
T06666 TRAN 1536 07/06/94 15145100  
RECITALS 00258 01.C \*-94-588586  
COOK COUNTY RECORDER

A. Mortgagor and Mortgagee previously entered into a Revolving Credit Agreement dated as of December 21, 1993, as amended and restated on February 11, 1994 (the "Original Loan Agreement"), pursuant to which Mortgagee and the Bank have agreed to make certain loans and/or extensions of credit available to Mortgagor in a principal amount not to exceed \$45,000,000 at any one time outstanding upon the terms and subject to the conditions set forth in the Original Loan Agreement and for the uses and purposes stated in the Original Loan Agreement; and

B. The obligations of Mortgagor under the Original Loan Agreement were secured, inter alia, by that certain Mortgage and Security Agreement (the "Original Mortgage"), dated as of December 21, 1993 by and between Mortgagor as mortgagor in favor of Mortgagee as mortgagee which was recorded on December 23, 1993 as Document No. 03-059264 in the Recorder's Office of Cook County, State of Illinois, covering the real estate described in Exhibit A attached hereto and made a part hereof, and also secured by that certain Collateral Assignment of Leases and Rents (the "Original Assignment"), dated as of December 21, 1993 by and between Borrower and Assignee which was recorded on December 23, 1993 as Document No. 03-059265 in the Recorder's Office of Cook County, State of Illinois (the Original Mortgage and the Original Assignment are sometimes herein collectively referred to as the "Original Loan Documents"); and

C. Mortgagor and Mortgagee have entered into that certain Amended and Restated Revolving Credit Agreement of even date herewith (the "Amended and Restated Loan Agreement"), which amends and restates the Original Loan Agreement in its entirety and

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provides, inter alia, for changes to the loans outstanding under the Amended and Restated Loan Agreement; and

D. In conjunction with the execution and delivery of the Amended and Restated Loan Agreement, the parties desire that the Original Loan Documents be modified and amended by this First Modification to reflect, inter alia, certain of the modifications contained in the Amended and Restated Loan Agreement.

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

1. Each of the Recitals set forth above are incorporated herein as if set forth verbatim.

2. References to and use of the term "Mortgage" in the Original Mortgage shall be deemed references to and mean the Original Mortgage as amended by this First Modification.

3. References to and use of the term "Assignment" in the Original Assignment shall be deemed references to and mean the Original Assignment as amended by this First Modification.

4. References to the terms "Loan Agreement" and "Note" as defined in Section 4, "Definitions", of the Original Mortgage are hereby deleted from the Original Mortgage and the definitions of the terms "Loan Agreement" and "Note" are hereby replaced with the following:

"Loan Agreement" shall mean the Revolving Credit Agreement dated as of December 21, 1993, as amended and restated on February 11, 1994, and as further amended, restated and re-executed as of June 27, 1994 as an Amended and Restated Revolving Credit Agreement between Mortgagor and Mortgagee, as originally executed, pursuant to which Mortgagee and the Banks have agreed to make certain loans and/or extensions of credit available to Mortgagor in a principal amount not to exceed \$50,000,000 at any one time outstanding (or such lesser amount as set forth in the Loan Agreement), or if varied, extended, supplemented, consolidated, amended or restated from time to time as so varied, extended, supplemented, consolidated, amended or restated.

"Note" shall collectively mean the note or notes, as amended and restated, from the Mortgagor to the Mortgagee dated the date hereof and all subsequent notes executed pursuant to the Loan Agreement, including but not limited to the Amended and Restated Promissory Note dated of even date herewith, each as originally executed, evidencing certain loans or extensions of credit which are made

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available to Mortgagor in a principal amount not to exceed \$50,000,000 at any one time outstanding (or such lesser amount as set forth in the Loan Agreement), or if varied, extended, supplemented, consolidated, amended or restated from time to time as so varied, extended, supplemented, consolidated, amended or restated.

5. References to the term "Loan Agreement" as defined in Article III, "Definitions", of the Original Assignment are hereby deleted from the Original Assignment and the definition of the term "Loan Agreement" is hereby replaced with the following:

"Loan Agreement" shall mean the Revolving Credit Agreement dated as of December 21, 1993, as amended and restated on February 11, 1994, and as further amended, restated and re-executed as of June 27, 1994 as an Amended and Restated Revolving Credit Agreement between Borrower and Assignee, as originally executed, or if varied, extended, supplemented, consolidated, amended or restated from time to time as so varied, extended, supplemented, consolidated, amended or restated.

6. Section 5.10, "Maximum Indebtedness Secured", of the Original Mortgage is hereby amended to delete the amount of "\$90,000,000" where it appears therein and replace said amount with the amount of "\$100,000,000".

7. Except as otherwise expressly provided herein, nothing herein contained shall in any way (a) impair or affect the validity and priority of the Lien of the Original Mortgage; (b) alter, waive, annul or affect any provision, condition or covenant in the Original Loan Documents; or (c) affect or impair any rights, powers or remedies under the Original Loan Documents. It is the intent of the parties hereto that all the terms and provisions of the Original Loan Documents shall continue in full force and effect, except as modified by this First Modification.

8. In the event any one or more of the provisions contained in this First Modification 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 of this First Modification, and this First Modification shall be construed as if such provision had not been contained herein.

9. All of the terms and provisions of this First Modification shall run with the land and shall apply to, bind and inure to the benefit of Mortgagor, Mortgagee and their respective successors and assigns.

10. This First Modification may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which,

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when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

11. All provisions of the Original Loan Documents are hereby ratified and confirmed and remain unchanged and fully effective, except as specifically stated herein.

12. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Original Loan Documents as modified by this First Modification.

[Signature page follows]

Property of Cook County Clerk's Office

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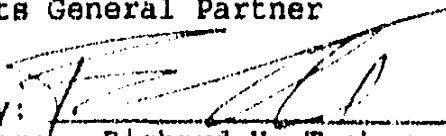
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IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Mortgagor/Borrower:


TUCKER OPERATING LIMITED PARTNERSHIP

By: Tucker Properties Corporation,  
its General Partner

By:   
Name: Richard H. Tucker  
Title: Chief Operating Officer

Mortgagee/Assignee:

THE FIRST NATIONAL BANK OF BOSTON,  
as Agent aforesaid

By:   
Name: Michael J. Cochett  
Title: Vice President

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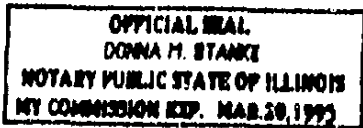
STATE OF ILLINOIS )  
                          ) 89.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard H. Tucker whose name as Chief Operating Officer of Tucker Properties Corporation, a Maryland real estate investment trust corporation and general partner of Tucker Operating Limited Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and said partnership.

Given under my hand and Official seal this 27th day of June, 1994.

[Signature]  
Notary Public

(Seal)



My Commission Expires: \_\_\_\_\_

3/20/94  
My County of Residence: \_\_\_\_\_

DUPAGE  
Notary Public in and for the  
State of ILLINOIS

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STATE OF Georgia  
COUNTY OF DeKalb      99.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Cox, III whose name as Vice President of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 30<sup>th</sup> day of JULY, 1994.

Richard J. Jones  
Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_  
Notary Public, General Court of Georgia  
My Commission Expires May 19, 1995

My County of Residence: \_\_\_\_\_

Notary Public in and for the  
State of Georgia



This instrument was prepared by  
and after recording return to:

Kathleen A. Swion  
Winston & Strawn  
35 West Wacker Drive  
Chicago, Illinois 60601

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## Exhibit A

### LEGAL DESCRIPTION

#### PARCEL 1:

That part of the East half (1/2) of the South East quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning At the intersection of the South line of the North 33 feet of said South East 1/4 and the West line of Ridgeland Avenue, as dedicated, said line being 50 feet West of and parallel with the East line of said South East quarter (1/4); thence South 00° 08' 09" East along the said West line Ridgeland Avenue, 646.67 feet; thence South 50° 19' 46" West 495.93 feet; thence South 39° 40' 14" East 199.25 feet to the Northwesterly line of the South West Highway, as dedicated; thence South 50° 19' 46" West 434.85 feet along last said Northwesterly line to the Northeasterly line of The Baltimore and Ohio Chicago Transfer Railroad Company's right of way; thence North 52° 33' 47" West 731.59 feet along last said Northeasterly line; thence South 63° 32' 44" East, 183.60 feet; thence North 50° 19' 44" East, 96.38 feet to a line 350 feet East of and parallel to the West line of said East half (1/2) of the South East quarter (1/4); thence North 00° 01' 46" West 967.04 feet along last said East line to the South line of the North 33 feet of said South East quarter (1/4); thence North 89° 49' 54" East, a distance of 930.56 feet to the place of beginning, all in Cook County, Illinois.

#### PARCEL 2:

That part of the East half (1/2) of the Southeast quarter (1/4) of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, lying Northerly on the Southwest Highway, described as follows:

Beginning at a point on the East line of said Southeast quarter (1/4), a distance of 258.36 feet North of the intersection of said line with the Northerly line of the Southwest Highway; thence South along the said East line a distance of 258.36 feet to said intersection; thence Southwesterly along said Northerly line of highway, a distance of 396.32 feet; thence Northwesterly at right angles to said Northerly line of highway, a distance of 199.25 feet; thence Northerly at right angles to last described line, being a line drawn parallel with the said Northerly line of highway, a distance of 560.76 feet to the Place of Beginning, in Cook County, Illinois.

Containing 2.1890 acres more or less.

Permanent Tax Numbers:	24-07-401-019,	24-07-401-020,	24-07-401-025,
	24-07-401-026,	24-07-401-028,	24-07-401-029,
	24-07-401-030,	24-07-401-031,	24-07-401-032,
	24-07-401-054,	24-07-401-057,	24-07-401-058,
	24-07-401-059		

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