

# UNOFFICIAL COPY

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Block 123

## AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made as of this 27<sup>th</sup> day of September, 1994, by and among MKDG/BUCK HOTEL VENTURE, an Illinois general partnership ("Beneficiary"), having an office at 200 South Wacker Drive, Chicago, Illinois, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under a Trust Agreement dated November 22, 1989 and known as Trust No. 109612-09 (the "Trust"; Beneficiary and the Trust are hereinafter collectively referred to as "Mortgagor"), having an office at 33 North LaSalle Street, Chicago, Illinois, and AMERICAN MEDICAL ASSOCIATION, an Illinois not-for-profit corporation ("Mortgagee"), having an office at 515 North State Street, Chicago, Illinois,

DEPT. OF RECORDING 439.50  
 : 196666 TRAM 7935 10/03/94 15138100  
 : 90254 + LC # -94-854827  
 COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, the Trust holds record legal title to the real estate legally described on Exhibit "A" attached hereto (the "Mortgaged Property"), and the Beneficiary is the owner of the beneficial interest of the Trust subject to an Assignment of Beneficial Interest for Collateral Security dated December 28, 1989, in favor of the Mortgagee; and

WHEREAS, Beneficiary and the Trust executed a Mortgage and Security Agreement dated December 28, 1989, in favor of the Mortgagee which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989, as Document No. 89621558 (the "Mortgage"); and

WHEREAS, pursuant to the terms of a Forbearance and Deed-in-Lieu Agreement of even date herewith, Mortgagor and Mortgagee have agreed to amend the Mortgage;

NOW, THEREFORE, in consideration of the matters recited above and the mutual covenants set forth herein, Beneficiary, the Trust and the Mortgagee agree as follows:

1. Paragraph 30 of the Mortgage is deleted, and the following paragraph is substituted in lieu thereof:

"30. Mortgagor shall not permit any liens or security interests to be filed or attached to the premises without the prior written consent of Mortgagee, which can be withheld in the sole discretion of Mortgagee. Mortgagor acknowledges that it has been advised by Mortgagee that, because of existing defaults, it does not expect to consent to any subordinate liens or security interests."

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Mortgagee acknowledges that it has been informed that Beneficiary proposes to enter into a contract providing for the sale of the Mortgaged Property to an entity affiliated with Buck Hotel Limited Partnership under terms which require the payment in full of the Liabilities at the closing of the sale, and Mortgagee consents to such sale.

2. Paragraph 31(a) of the Mortgage is amended by deleting the phrase "in paragraphs 30 and 31(b)" and substituting in its place the phrase "in paragraph 31(b)".

3. Notwithstanding anything in this Amendment to the contrary, Mortgagee expressly agrees that no personal liability is assumed by, nor at any time may be asserted against the Trust, Beneficiary, or any of the partners or subpartners of Beneficiary on account of this Amendment, all such personal liability being expressly waived and released, and that, without limitation of the foregoing, Mortgagee shall look solely to the Mortgaged Property for satisfaction of any claim under this Amendment.

4. This Amendment may be executed in one or more separate identical counterparts which, when executed by all of the parties hereto, shall bind all of such parties notwithstanding that one or more of such counterparts contains less than all of the signatures of the parties hereto.

5. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability of said Trustee personally to pay any indebtedness accruing hereunder, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right hereunder, and that so far as the Trustee is concerned, the Mortgagee hereunder shall look solely to the Mortgaged Property and any other security and any

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guaranty for the payment hereof.

IN WITNESS WHEREOF, this Amendment is executed on the day and date first above written.

MKDG/BUCK HOTEL VENTURE, an Illinois general partnership

By: BUCK HOTEL LIMITED PARTNERSHIP, an Illinois limited partnership, a general partner

By: Buck Hotel Corp., an Illinois corporation, its general partner

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

By: MKDG/540 MICHIGAN, a Colorado general partnership, a general partner

By: M. DAVIS CO. - M, a Colorado corporation, a general partner

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee as aforesaid

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

AMERICAN MEDICAL ASSOCIATION, an Illinois not-for-profit corporation

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

This instrument was drafted by:

Albert Ritchie  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

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guaranty for the payment hereof.

IN WITNESS WHEREOF, this Amendment is executed on the day and date first above written.

MKDG/BUCK HOTEL VENTURE, an Illinois general partnership

By: BUCK HOTEL LIMITED PARTNERSHIP, an Illinois limited partnership, a general partner

By: Buck Hotel Corp., an Illinois corporation, its general partner

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

By: MKDG/540 MICHIGAN, a Colorado general partnership, a general partner

By: M. DAVIS CO. - M, a Colorado corporation, a general partner

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee as aforesaid

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

AMERICAN MEDICAL ASSOCIATION, an Illinois not-for-profit corporation

This instrument was drafted by:

Albert Ritchie  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

By: Kenneth E. Monroe  
Its: Deputy Executive Vice President

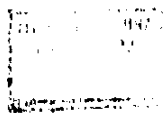


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guaranty for the payment hereof.

IN WITNESS WHEREOF, this Amendment is executed on the day and date first above written.

MKDG/BUCK HOTEL VENTURE, an Illinois general partnership

By: BUCK HOTEL LIMITED PARTNERSHIP, an Illinois limited partnership, a general partner

By: Buck Hotel Corp., an Illinois corporation, its general partner

By: [Signature]  
Its: \_\_\_\_\_

By: MKDG/540 MICHIGAN, a Colorado general partnership, a general partner

By: M. DAVIS CO. - M, a Colorado corporation, a general partner

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee as aforesaid

By: [Signature]  
Its: \_\_\_\_\_ VP

AMERICAN MEDICAL ASSOCIATION, an Illinois not-for-profit corporation

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

This instrument was drafted by:

mail to:  
Albert Ritchie  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603



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## EXHIBIT A

### Legal Description of the Land (Block 125):

The West 1/2 of Lot 2 and all of Lots 3, 4, 5, 6 and 7 and the West 10 feet of Lot 8 in Block 17 in Kinzie's Addition to Chicago in the North fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### Permanent Index Numbers:

17-10-125-001-0000

17-10-125-002-0000

17-10-125-003-0000

17-10-125-004-0000

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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 JOHN O. O'DONNELL, personally known to me to be the VICE PRESIDENT of Buck Hotel Corp., an Illinois corporation, which is a general partner of Buck Hotel Limited Partnership, an Illinois limited partnership, which is a general partner of MKDG/Buck Hotel Venture, an Illinois general partnership, appeared before me this day in person and acknowledged that, as such VICE PRESIDENT he signed and delivered the foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Joan Campbell
Notary Public

Commission expires: Aug. 27, 1996



Notary of Cook County Clerk's Office

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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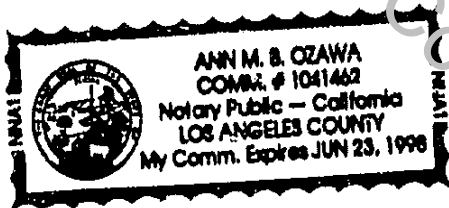
State of California

County of Los Angeles

On Sept 28, 1994 before me, Ann M. B. Ozawa, Notary Public  
DATE NAME, TITLE OF OFFICER - P.C., JAMES CODE, (NO) ANY PUBLIC

personally appeared Michael C. Collieran  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ann M. B. Ozawa  
SIGNATURE OF NOTARY

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL  
 CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)  LIMITED  
 GENERAL

- ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

Amendment to Mortgage Security Agreement  
TITLE OR TYPE OF DOCUMENT

7 pages  
NUMBER OF PAGES

Sept 27, 1994  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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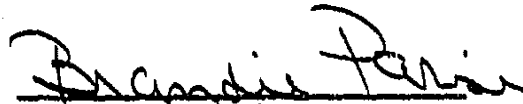
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN, personally known to me to be the \_\_\_\_\_ Vice President of American National Bank and Trust Company of Chicago, a national banking association, appeared before me this day in person and acknowledged that, as such \_\_\_\_\_ Vice President he signed and delivered the foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of such national banking association for the uses and purposes therein set forth.

Given under my hand and official seal this SEP 30 1994 day of September, 1994.

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

Commission expires: \_\_\_\_\_



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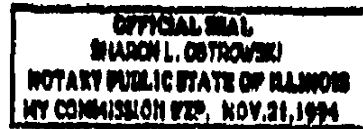
STATE OF ILLINOIS) )  
                              ) SS  
COUNTY OF COOK  )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kimberly M. Mertes, personally known to me to be the Deputy Vice President of American Medical Association, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that, as such Deputy Vice President he signed and delivered the foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of September, 1994.

Sharon L. Ostrowski  
Notary Public

Commission expires: \_\_\_\_\_



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JAMES J. JAMES  
DEPUTY CLERK  
COUNTY CLERK'S OFFICE  
COOK COUNTY, ILLINOIS