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## 1994 AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS 1994 AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (the "Amendment") is made as of the 1st day of November, 1994, by and between U.S. BANK, f/k/a STEEL CITY BANK OF CHICAGO, f/k/a STEEL CITY NATIONAL BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated October 10, 1988 and known as Trust No. 3059 ("Trustee"), MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary," with Trustee and Beneficiary being individually and collectively referred to herein as "Assignor") and BANK OF AMERICA ILLINOIS, an Illinois banking corporation, as successor to Continental Bank, N.A. ("Mortgagee").

### Recitals

A. Trustee is the owner of fee simple title to the property with improvements thereon commonly known as World Music Theatre, Tinley Park, Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Land").

B. Beneficiary is the sole beneficiary of and holds the power of direction under the Trust Agreement creating Trustee.

C. Assignor and Continental Bank, N.A. ("Continental") entered into a Loan Agreement dated as of May 24, 1990 (the "Loan Agreement"), whereby Continental agreed to make a loan to Assignor in the aggregate amount of \$6,500,000.00 (the "Loan") on the terms and conditions contained therein. Assignor executed and delivered to Continental a certain promissory note ("Note"), dated as of May 24, 1990, payable to the order of Continental in the original principal amount of \$6,500,000.00 with interest and principal payable as therein provided, originally maturing on April 1, 1992. The Loan is secured by a Mortgage ("Mortgage"), dated May 24, 1990, and filed with the Registrar of Titles of Cook County, Illinois (the "Registrar") on May 24, 1990 as Document Number LR3883618 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on May 25, 1990 as Document Number 90244360, encumbering the Land. The Loan is additionally secured by an Assignment of Rents and Leases ("Assignment"), dated May 24, 1990, and filed with the Registrar on May 24, 1990 as Document Number LR3883619 and recorded with the Recorder on May 25, 1990 as Document Number 90244361.

D. Assignor and Continental entered into a First Amendment to Loan Agreement, dated as of June 4, 1990, whereby Continental agreed (1) to provide additional credit in the aggregate amount of \$1,200,000.00 on the terms and conditions contained therein and (2) to increase the Loan Amount from \$6,500,000.00 to \$7,700,000.00.

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E. In connection with the First Amendment to Loan Agreement, Assignor executed and delivered, among other things, (i) a First Amendment to Note, dated as of June 4, 1990, (ii) a First Amendment to Mortgage, dated as of June 4, 1990, and filed with the Registrar on June 7, 1990 as Document Number LR3886876 and recorded with the Recorder on June 7, 1990 as Document Number 90267391, and (iii) a First Amendment to Assignment of Rents and Leases, dated as of June 4, 1990, and filed with the Registrar on June 7, 1990 as Document Number LR3886877 and recorded with the Recorder of Deeds on June 7, 1990 as Document Number 90267392. The First Amendment to Loan Agreement, First Amendment to Note, First Amendment to Mortgage and First Amendment to Assignment of Rents and Leases are collectively referred to as the "First Amendments."

F. Assignor and Continental entered into a certain letter agreement dated October 12, 1990 ("1990 Letter Agreement"), and a certain letter agreement dated December 23, 1991 ("1991 Letter Agreement"). Pursuant to the 1990 Letter Agreement, Continental agreed, among other things, to extend a principal payment due date and permit the beneficiary to borrow up to \$600,000.00 from Heritage Bank Tinley Park. Pursuant to the 1991 Letter Agreement, Continental, among other things, reinstated the Loan and extended two (2) principal payment due dates.

G. Assignor, Continental and other parties entered into a Modification Agreement, dated as of June 30, 1992 and recorded with the Recorder on July 22, 1992 as Document Number 92536358 (the "First Modification Agreement"), which modified the Loan Agreement, Note, Mortgage and Assignment to reflect an extension of the Loan Maturity Date from April 2, 1992 to January 4, 1993 and a revised payment schedule of principal and interest payments.

H. Assignor, Continental and other parties entered into a Second Modification Agreement, dated as of January 4, 1993, and recorded with the Recorder on March 25, 1993 as Document Number 93223058 (the "Second Modification Agreement"), which modified the Loan Agreement, Note, Mortgage and Assignment to reflect an extension of the Loan Maturity Date from January 4, 1993 to January 4, 1994 and a revised payment schedule of principal and interest payments.

I. Assignor, Continental and other parties entered into an unrecorded Third Modification Agreement, dated as of August 9, 1993 (the "Third Modification Agreement"), which revised the Loan Agreement and Note to reflect, among other things, a revised payment schedule of principal and interest payments.

J. Assignor, Continental and other parties entered into a Fourth Modification Agreement dated as of January 4, 1994, and recorded with the Recorder on November 8, 1994 as Document No. 94950739 (the "Fourth Modification Agreement"), which modified the Loan Agreement, Note, Mortgage and Assignment to reflect an extension of the Loan Maturity Date from January 4, 1994 to January 4, 1997 and a revised schedule of principal and interest payments.

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K. Assignor has constructed and is now operating on the Land an outdoor music theatre known as the "World Music Theatre."

L. Borrower has entered into a Lease Agreement, dated June 29, 1994, with NEJA Group L.L.C., a Delaware limited liability company ("NEJA"), pursuant to which the Development is leased to NEJA subject to the need to obtain Assignee's approval of such Lease Agreement pursuant to the Loan Agreement, as amended.

M. Assignee is the successor in interest to Continental.

N. The Assignment, as amended by the First Amendments, the 1990 Letter Agreement, 1991 Letter Agreement, the First Modification Agreement, the Second Modification Agreement, the Third Modification Agreement and the Fourth Modification Agreement, is referred to herein as the "Amended Assignment."

O. Assignor, Assignee and other parties have entered into a Fifth Modification Agreement of even date herewith which modifies the Loan Agreement and certain other documents evidencing the Loan. Pursuant to the Fifth Modification Agreement, Assignor has executed and delivered to Assignee an Amended and Restated Note of even date herewith that amends and restates the Note, as amended. Such Fifth Modification Agreement also provides that the Assignor and Assignee shall amend the Amended Assignment.

## Agreements

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which by this reference are made a part of this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amended Assignment is hereby amended as follows:

1. Amount of Loan: Paragraph A of the Recitals to the Amended Assignment is deleted and the following is substituted in its place:

- A. Assignor has executed and delivered to Assignee an Amended and Restated Note dated as of October 17, 1994 (the "Note") in the principal sum of SIX MILLION SEVENTY-FIVE THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 12/100 DOLLARS (\$6,075,798.12) pursuant to a Loan Agreement dated May 24, 1990, between Assignor and Assignee, as amended (the "Loan Agreement"). The Note is secured by the Mortgage, as amended, on certain property (the "Property") in Tinley Park, Illinois legally described in Exhibit A attached hereto and made a part hereof, and also by certain Additional Collateral as defined and described in the Loan Agreement. The Note, Mortgage (as amended), Loan Agreement and Additional Collateral are sometimes collectively referred to herein as the "Loan Documents."

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2. Leases. The paragraph appearing under the heading "AGREEMENTS" on the second page of the Amended Assignment is amended by inserting in the eleventh line, after the word "lessor," the phrase "whether now existing or hereafter arising, including without limitation, that certain Lease Agreement between Assignor, as landlord, and NEJA, as tenant, dated as of June 29, 1994, as amended from time to time subject to the provisions of this Assignment (the "NEJA Lease")."

3. Covenants of Assignor: Section 3 of the Amended Assignment is amended by deleting the word "and" appearing after subsection (l), deleting the period after subsection (m) and substituting "; and" in its place, and adding the following:

(n) not to waive compliance by Lessees with the terms, covenants or conditions of the Leases; and

(o) with respect to the NEJA Lease, to perform or pay for a Compliance Action within thirty (30) days after Tenant's delivery of the termination notice pursuant to Section 3.2 thereof, and not to consent to any alterations, the cost of which exceeds \$350,000, pursuant to Article 8 thereof without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

4. Giving of Notice. Section 13 of the Amended Assignment is amended by deleting the names and addresses of persons designated to receive notices and substituting the following:

In the case of Assignor to:

Music Center Associates  
Limited Partnership  
c/o Discovery Group South, Ltd.  
16200 Clinton Avenue  
Harvey, Illinois 60426  
Fax: (708) 333-6273

In the case of Lender, to:

Bank of America Illinois  
231 South LaSalle Street  
4th Floor  
Chicago, Illinois 60697  
Attention: Mr. Victor Stasica  
Fax: (312) 828-1974

With a copy to:

Terrence E. Budny  
Bell, Boyd & Lloyd  
Three First National Plaza  
70 West Madison Street  
31st Floor  
Chicago, Illinois 60602  
Fax: (312) 372-2098

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5. Defined Terms. Initially capitalized terms used in this Amended Assignment, as amended by this Amendment, have the meaning given them in the Loan Agreement, as amended. All references in the Amended Assignment, as amended by this Amendment, to a Loan Document shall be deemed references to such Loan Document as amended or modified through the date of this Amendment and as hereafter amended or modified.

6. Amendment of Assignment. This Amendment amends the Amended Assignment, but does not and is not intended to constitute a novation of the Amended Assignment or in any way impair the priority of the lien evidenced by the Amended Assignment as amended by this Amendment.

7. Full Force and Effect. The Amended Assignment, as amended by this Amendment, shall remain in full force and effect. Assignor reaffirms and remakes its agreements, covenants, representations and warranties contained in the Amended Assignment, as amended by this Amendment. Assignor also agrees that by accepting this Amendment, Assignee does not waive any existing or future default or Event of Default, or any rights or remedies under the Amended Assignment, as amended by this Amendment, and that Assignee has not heretofore waived any rights or remedies under the Amended Assignment, as amended by this Amendment.

8. Validity of Liens. Assignor hereby acknowledges that the lien created by the Amended Assignment, as amended by this Amendment, is valid and subsisting.

9. Applicable Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of law rules or principles.

10. Successors. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

11. Severability. In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## 12. Construction.

(a) The words "hereof," "herein," and "hereunder" and other words of a similar import refer to this Amendment as a whole and not to individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Amendment are to the designated Sections and other subdivisions of this Amendment as originally executed.

(c) The headings of this Amendment are for convenience only and shall not define or limit the provisions hereof.

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(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

13. Trustee Exculpation. This Amendment is executed by Trustee, not personally, but as Trustee aforesaid, and all of the terms, provisions and conditions to be performed hereunder by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against Trustee by reason thereof; provided, however, that nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary or Guarantors or of any other person or entity under the Loan Documents or in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

ASSIGNOR:

U.S. BANK, f/k/a STEEL CITY  
BANK OF CHICAGO, f/k/a STEEL  
CITY NATIONAL BANK OF CHICAGO,  
not individually but solely as  
Trustee under Trust Agreement  
dated October 10, 1988 and  
known as Trust No. 3059

By: *Marilyn A. Deane*  
Its: VICE PRESIDENT

MUSIC CENTER ASSOCIATES  
LIMITED PARTNERSHIP,  
an Illinois limited  
partnership

By: DISCOVERY GROUP SOUTH,  
LTD., an Illinois  
corporation,  
General Partner

By: *[Signature]*  
Its: VICE PRESIDENT

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This instrument was prepared by  
and when recorded return to:

Terrence E. Budny, Esq.  
Bell, Boyd & Lloyd  
Three First National Plaza  
70 West Madison Street - Suite 3300  
Chicago, Illinois 60602

Common Address: Ridgeland and Flossmoor Roads, Tinley Park,  
Illinois

PIN: 31-06-405-001; 31-06-406-001; 31-07-101-001;  
31-07-102-001; 31-07-200-001; 31-07-201-002  
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## EXHIBIT A

### PARCEL 1:

THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH EAST 1/4 OF SAID NORTH EAST 1/4; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID NORTH EAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID NORTH EAST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 772.36 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST 750.37 FEET; THENCE SOUTH 58 DEGREES 10 MINUTES 54 SECONDS EAST 679.96 FEET TO THE EAST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 0 DEGREES 03 MINUTES 20 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 415.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 7, 1328.90 FEET TO THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED LINE 364.17 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS WEST 2391.37 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 750.00 FEET AND A CHORD THAT BEARS NORTH 81 DEGREES 10 MINUTES 10 SECONDS WEST A CHORD DISTANCE OF 229.53 FEET, AN ARC LENGTH OF 230.43 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 930.74 FEET AND A CHORD THAT BEARS NORTH 61 DEGREES 52 MINUTES 45 SECONDS WEST A CHORD DISTANCE OF 338.85 FEET, AN ARC LENGTH OF 340.75 FEET TO THE SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY AS PER DOCUMENT NUMBER 11231373; THENCE NORTH 44 DEGREES 46 MINUTES 37 SECONDS EAST ALONG THE LAST DESCRIBED LINE 134.12 FEET; THENCE SOUTH 45 DEGREES 13 MINUTES 27 SECONDS EAST, 63.67 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 472.00 FEET AND A CHORD THAT BEARS SOUTH 58 DEGREES 47

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MINUTES 43 SECONDS EAST A CHORD DISTANCE OF 221.53 FEET, AN ARC LENGTH OF 223.61 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS SOUTH 81 DEGREES 10 MINUTES 10 SECONDS EAST A CHORD DISTANCE OF 198.92 FEET, AN ARC LENGTH OF 199.71 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 1062.64 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 7; THENCE NORTH 0 DEGREES 01 MINUTES 48 SECONDS WEST ALONG THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS )  
COUNTY OF Cook )

I, Margaret Ann Dixon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James Gierczyk Vice, President of Discovery Group South, Ltd., an Illinois corporation ("Corporation"), the general partner of Music Center Associates Limited Partnership, an Illinois limited partnership ("Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said Partnership and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of November, 1994.

Margaret Ann Dixon  
Notary Public

My commission expires 7/25/98



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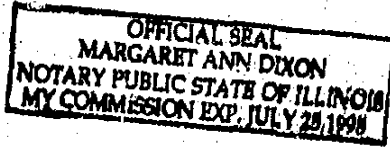
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, Margaret Ann Dixon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Maximilian J. Diviac, of U.S. BANK, an Illinois banking corporation, formerly known as Steel City Bank of Chicago, formerly known as Steel City National Bank of Chicago, who is personally known to me 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 as his own free and voluntary act and as the free and voluntary act of said corporation, as LAND TRUSTEE as aforesaid, for the uses and purposes therein set forth; and did affix the corporate seal of said company to said instrument as the free and voluntary act of said company as LAND TRUSTEE as aforesaid, for the uses and purposes therein set forth.

1994 GIVEN under my hand and Notarial Seal this 4th day of November

Margaret Ann Dixon  
Notary Public

My commission expires 7-25-98



• DEPT-01 RECORDING \$69.50  
• T#0004 TRAN 2980 11/15/94 09:08:00  
• #4673 ÷ LF # -94-967513  
• COOK COUNTY RECORDER

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