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MORTGAGE AMENDMENT, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS MORTGAGE AMENDMENT, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made and entered into as of this 1st day of April, 1994 by and among the following parties:

M&J/HARLEM MORTGAGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Harlem");

HUCLAIR, INC., an Illinois corporation ("Huclair"), being the sole general partner of Harlem;

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 28, 1988 and known as Trust No. 105008-09 ("Trust 105008-09");

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 28, 1988 and known as Trust No. 105011-04 ("Trust 105011-04");

M&J/RETAIL LIMITED PARTNERSHIP, an Illinois limited partnership ("Retail"), being the sole beneficiary of Trust 105008-09 and Trust 105011-04;

WILKOW/RETAIL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership ("Wilkow/Retail"), being the sole general partner of Retail; and

LASALLE NATIONAL BANK, a national banking association whose address is 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

RECITALS:

A. Lender has made a loan (the "Harlem Loan") to Harlem in the original principal amount of \$2,362,500. The Harlem Loan is evidenced by a certain Mortgage Note dated December 23, 1993 executed by Harlem and payable to the order of Lender in the original principal amount of \$2,362,500 (the "Harlem Note"). The Harlem Note is partially guaranteed by Retail and is secured by, among other things, (i) a certain Mortgage dated as of December 23, 1993 made by Harlem in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 3, 1994 as Document No. 94-004200 encumbering certain premises commonly known as the Harlem-North Shopping Plaza located in Oak Park, Cook County, Illinois and legally described

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on Exhibit A attached hereto (the "Harlem Premises") and (ii) certain other Loan Documents all of which, as defined and described in the Harlem Note, are herein called the "Harlem Loan Documents."

B. Concurrently herewith, Lender is making a loan (the "Evergreen Commons Loan") to Trust 105008-09 and Retail in the original principal amount of \$530,000. The Evergreen Commons Loan is evidenced by a certain Mortgage Note dated April 1, 1994 executed by Trust 105008-09 and Retail and payable to the order of Lender in the original principal amount of \$530,000 (the "Evergreen Commons Note"). The Evergreen Commons Note is secured by, among other things, (i) a certain Mortgage dated as of April 1, 1994 made by Trust 105008-09 in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April __, 1994 as Document No. 94319855 (the "Evergreen Commons Mortgage") encumbering certain premises commonly known as Evergreen Commons located in Evergreen Park, Cook County, Illinois and legally described on Exhibit B attached hereto (the "Evergreen Commons Premises") and (ii) by certain other Loan Documents all of which, as defined and described in the Evergreen Commons Note, are herein called the "Evergreen Commons Loan Documents."

C. Concurrently herewith Lender also is making a loan (the "Western Avenue Loan") to Trust 105011-04 and Retail in the original principal amount of \$618,000. The Western Avenue Loan is evidenced by a certain Mortgage Note dated April 1, 1994 executed by Trust 105011-04 and Retail and payable to the order of Lender in the original principal amount of \$618,000 (the "Western Avenue Note"). The Western Avenue Note is secured by, among other things, (i) a certain Mortgage dated as of April 1, 1994 made by Trust 105011-04 in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April __, 1994 as Document No. 94319854 (the "Western Avenue Mortgage") encumbering certain premises located at 11110-11126 South Western Avenue, Chicago, Cook County, Illinois and legally described on Exhibit C attached hereto (the "Western Avenue Premises") and (ii) by certain other Loan Documents all of which, as defined and described in the Western Avenue Note, are herein called the "Western Avenue Loan Documents."

D. In order to induce Lender to make the Evergreen Commons Loan and the Western Avenue Loan, Harlem, Huclair, Trust 105008-09, Trust 105011-04, Retail and Wilkow/Retail have agreed to amend the Harlem Mortgage, the Evergreen Commons Mortgage and the Western Avenue Mortgage, and to cause (i) the Harlem Loan to be collateralized by the Evergreen Commons Loan Documents and the Western Avenue Loan Documents, (ii) the Evergreen Commons Loan to be collateralized by the Harlem Loan Documents and the Western Avenue Loan Documents, and (iii) the Western Avenue Loan to be collateralized by the Harlem Loan Documents and the Evergreen

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Page 1 of 1

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Common Loan Documents, on the terms and conditions more particularly provided in this Agreement.

NOW, THEREFORE, in order to induce Lender to make the Evergreen Commons Loan and the Western Avenue Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by this reference herein and made a part hereof.

2. Amendment of Harlem Mortgage.

(a) Lender, Harlem and Trust 105008-09 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Harlem Mortgage be and the same hereby is amended by adding thereto the legal description of the Evergreen Commons Premises set forth on Exhibit B attached to this Agreement; and Trust 105008-09 is hereby made a party to the Harlem Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS unto Lender, its successors and assigns, as additional security for the Harlem Loan, the Evergreen Commons Premises as described in said Exhibit B and as described and defined in the Evergreen Commons Mortgage (subject and subordinate only to the existing first and prior lien of Lender under the Evergreen Commons Mortgage and the "Permitted Exceptions", as defined in the Evergreen Commons Mortgage), on the terms, provisions and conditions contained in the Harlem Mortgage.

(b) Lender, Harlem and Trust 105011-04 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Harlem Mortgage be and the same hereby is amended by adding thereto the legal description of the Western Avenue Premises set forth on Exhibit C attached to this Agreement; and Trust 105011-04 is hereby made a party to the Harlem Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS unto Lender, its successors and assigns, as additional security for the Harlem Loan, the Western Avenue Premises as described in said Exhibit C and as described and defined in the Western Avenue Mortgage (subject and subordinate only to the existing first and prior lien of Lender under the Western Avenue Mortgage and the "Permitted Exceptions", as defined in the Western Avenue Mortgage), on the terms, provisions and conditions contained in the Harlem Mortgage.

3. Amendment of Evergreen Commons Mortgage.

(a) Lender, Trust 105008-09 and Harlem hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Evergreen Commons Mortgage be and the same hereby

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is amended by adding thereto the legal description of the Harlem Premises set forth on Exhibit A attached to this Agreement; and Harlem is hereby made a party to the Evergreen Commons Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Evergreen Commons Loan, the Harlem Premises as described on said Exhibit C and as described and defined in the Harlem Mortgage (subject and subordinate only to the first and prior lien of Lender under the Harlem Mortgage and the "Permitted Exceptions", as defined in the Harlem Mortgage), on the terms, provisions and conditions contained in the Evergreen Commons Mortgage.

(b) Lender, Trust 105008-09 and Trust 105011-04 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Evergreen Commons Mortgage be and the same hereby is amended by adding thereto the legal description of the Western Avenue Premises set forth on Exhibit C attached to this Agreement; and Trust 105011-04 is hereby made a party to the Evergreen Commons Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Evergreen Commons Loan, the Western Avenue Premises as described on said Exhibit C and as described and defined in the Western Avenue Mortgage (subject and subordinate only to the first and prior lien of Lender under the Western Avenue Mortgage and the "Permitted Exceptions", as defined in the Western Avenue Mortgage), on the terms, provisions and conditions contained in the Evergreen Commons Mortgage.

4. Amendment of Western Avenue Mortgage.

(a) Lender, Trust 105011-04 and Harlem hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Western Avenue Mortgage be and the same hereby is amended by adding thereto the legal description of the Harlem Premises set forth on Exhibit A attached to this Agreement; and Harlem is hereby made a party to the Western Avenue Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Western Avenue Loan, the Harlem Premises as described on said Exhibit A and as described and defined in the Harlem Mortgage (subject and subordinate only to the first and prior lien of Lender under the Harlem Mortgage, and the "Permitted Exceptions", as defined in the Harlem Mortgage), on the terms, provisions and conditions contained in the Western Avenue Mortgage.

(b) Lender, Trust 105011-04 and Trust 105008-09 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Western Avenue Mortgage be and the same hereby is amended by adding thereto the legal description of the Evergreen Commons Premises set forth on Exhibit B attached to this Agreement; and Trust 105008-09 is hereby made a party to the

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Western Avenue Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Western Avenue Loan, the Evergreen Commons Premises as described on said Exhibit B and as described and defined in the Evergreen Commons Mortgage (subject and subordinate only to the first and prior lien of Lender under the Evergreen Commons Mortgage, and the "Permitted Exceptions", as defined in the Evergreen Commons Mortgage), on the terms, provisions and conditions contained in the Western Avenue Mortgage.

5. Additional Collateral for the Harlem Loan.

(a) All of the Evergreen Commons Loan Documents securing the Evergreen Commons Loan shall additionally secure the Harlem Loan; and Trust 105008-09 and Retail hereby grant to Lender as additional security for the Harlem Loan, all of the security interests granted to Lender under the Evergreen Commons Loan Documents, subject and subordinate only to the existing first and prior lien of Lender under the Evergreen Commons Loan Documents as security for the Evergreen Commons Loan.

(b) All of the Western Avenue Loan Documents securing the Western Avenue Loan shall additionally secure the Harlem Loan; and Trust 105011-04 and Retail hereby grant to Lender as additional security for the Harlem Loan, all of the security interests granted to Lender under the Western Avenue Loan Documents, subject and subordinate only to the existing first and prior lien of Lender under the Western Avenue Loan Documents as security for the Western Avenue Loan.

6. Additional Collateral for Evergreen Commons Loan.

(a) All of the Harlem Loan Documents securing the Harlem Loan shall additionally secure the Evergreen Commons Loan; and Harlem hereby grants to Lender as additional security for the Evergreen Commons Loan, all of the security interests granted to Lender under the Harlem Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Harlem Loan Documents as security for the Harlem Loan.

(b) All of the Western Avenue Loan Documents securing the Western Avenue Loan shall additionally secure the Evergreen Commons Loan; and Trust 105011-04 and Retail hereby grant to Lender as additional security for the Evergreen Commons Loan, all of the security interests granted to Lender under the Evergreen Commons Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Western Avenue Loan Documents as security for the Western Avenue Loan.

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7. Additional Collateral for Western Avenue Loan.

(a) All of the Harlem Loan Documents securing the Harlem Loan shall additionally secure the Western Avenue Loan; and Harlem hereby grants to Lender as additional security for the Western Avenue Loan, all of the security interests granted to Lender under the Harlem Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Harlem Loan Documents as security for the Harlem Loan.

(b) All of the Evergreen Commons Loan Documents securing the Evergreen Commons Loan shall additionally secure the Western Avenue Loan; and Trust 105008-09 and Retail hereby grant to Lender as additional security for the Western Avenue Loan, all of the security interests granted to Lender under the Evergreen Commons Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Evergreen Commons Loan Documents as security for the Evergreen Commons Loan.

8. Cross-Defaults: Integration of Loan Documents.

(a) (i) Any Event of Default under any of the Harlem Note, the Harlem Mortgage or any of the other Harlem Loan Documents shall, at Lender's election, be deemed an Event of Default under the Evergreen Commons Note, the Evergreen Commons Mortgage and the other Evergreen Commons Loan Documents and the Western Avenue Note, the Western Avenue Mortgage and the other Western Avenue Loan Documents; (ii) any Event of Default under any of the Evergreen Commons Note, the Evergreen Commons Mortgage or any of the other Evergreen Commons Loan Documents shall, at Lender's election, be deemed an Event of Default under the Harlem Note, the Harlem Mortgage and the other Harlem Loan Documents and the Western Avenue Note, the Western Avenue Mortgage and the other Western Avenue Loan Documents; and (iii) any Event of Default under any of the Western Avenue Note, the Western Avenue Mortgage or any of the other Western Avenue Loan Documents shall, at Lender's election, be deemed an Event of Default under the Harlem Note, the Harlem Mortgage and the other Harlem Loan Documents and the Evergreen Commons Note, the Evergreen Commons Mortgage and the other Evergreen Commons Loan Documents.

(b) It is the intention of the parties that the cross-collateralization arrangements provided for in this Agreement shall be subject and subordinate to the existing security interests of Lender in the Harlem Premises, the Evergreen Commons Premises and the Western Avenue Premises, and that nothing herein shall be deemed to (i) merge the Harlem Loan or the Harlem Loan Documents with the Western Avenue Loan or the Western Avenue Loan Documents, (ii) merge the Harlem Loan or the Harlem Loan Documents with the Evergreen Commons Loan or the Evergreen Commons Loan Documents, or (iii) merge the Evergreen Commons Loan or the Evergreen Commons Loan Documents with the

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Page 1 of 1

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Western Avenue Loan or the Western Avenue Loan Documents. Notwithstanding the foregoing, the parties intend that, in the event any of the Harlem Loan, the Evergreen Commons Loan or the Western Avenue Loan shall be retired prior to the retirement of the other loan, the mortgage lien and all other security interests securing the remaining loan or loans shall continue in full force and effect and shall advance in priority.

(c) Notwithstanding anything contained herein, (i) Lender's recourse against Retail, as co-maker of the Evergreen Commons Note and otherwise with respect to the Evergreen Commons Loan shall be limited to \$106,000, except that Retail has unlimited liability with respect to (1) the Additional Liabilities (as defined in that certain Certificate of Representations, Warranties and Covenants of even date herewith executed by Retail and Wilkow/Retail in favor of Lender with respect to the Evergreen Commons Loan (the "Evergreen Commons Certificate")) and (2) certain other matters as described in Paragraph 19 of the Evergreen Commons Certificate; and (ii) Lender's recourse against Retail, as co-maker of the Western Avenue Note and otherwise with respect to the Western Avenue Loan shall be limited to \$123,600, except that Retail has unlimited liability with respect to (1) the Additional liabilities (as defined in that certain Certificate of Representations, Warranties and Covenants of even date herewith executed by Retail and Wilkow/Retail in favor of Lender with respect to the Western Avenue Loan (the "Western Avenue Certificate")) and (2) certain other matters as described in Paragraph 19 of the Western Avenue Certificate; provided, however, that all claims of Retail, as guarantor of the Harlem Loan, for subrogation and reimbursement against the assets of Harlem, shall be subject and subordinate to the rights of Lender under this Agreement.

9. Confirmatory Documents; Collateral Assignments of Beneficial Interest; and Endorsements to Title Insurance Policies.

(a) Harlem, Huclair, Trust 105008-09, Trust 105011-04, Retail and Wilkow/Retail shall execute such confirmatory documents as Lender may reasonably request in order to implement the purpose and intent of this Agreement. Such documents may include, without limitation, (i) an appropriate secondary collateral assignment by Retail to Lender of the beneficial interest in Trust 105011-04 to secure the Harlem Loan and the Evergreen Commons Loan and (ii) an appropriate secondary collateral assignment by Retail to Lender of the beneficial interest in Trust 105008-09 to secure the Harlem Loan and the Western Avenue Loan. If Lender shall not elect to request such secondary and/or third collateral assignments, Sections 5, 6 and 7 of this Agreement shall serve as the collateral assignment with respect to the beneficial interest in Trust 105011-04 and Trust 105008-09.

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(b) Harlem shall provide Lender, at Harlem's sole cost and expense, with an endorsement to the title insurance policy issued to Lender with respect to the Harlem Loan, satisfactory in form and substance to Lender, showing that (i) the Western Avenue Premises have been subjected to the Harlem Mortgage and showing no exceptions to title with respect to the Western Avenue Premises other than the Western Avenue Mortgage and the "Permitted Exceptions", as defined in the Western Avenue Mortgage, and (ii) the Evergreen Commons Premises have been subjected to the Harlem Mortgage and showing no exceptions to title with respect to the Evergreen Commons Premises other than the Evergreen Commons Mortgage and the "Permitted Exceptions," as defined in the Evergreen Commons Mortgage.

(c) Trust 105008-09 and Retail shall provide Lender, at the sole cost and expense of Trust 105008-09 and Retail, with an endorsement to the title insurance policy issued to Lender with respect to the Evergreen Commons Loan, satisfactory in form and substance to Lender, showing that (i) the Western Avenue Premises have been subjected to the Evergreen Commons Mortgage and showing no exceptions to title with respect to the Western Avenue Premises other than the Western Avenue Premises and the "Permitted Exceptions", as defined in the Western Avenue Mortgage, and (ii) the Harlem Premises have been subjected to the Evergreen Commons Mortgage and showing no exceptions to title with respect to the Harlem Premises other than the Harlem Mortgage and the "Permitted Exceptions," as defined in the Harlem Mortgage.

(d) Trust 105011-04 and Retail shall provide Lender, at the sole cost and expense of Trust 105011-04 and Retail, with an endorsement to the title insurance policy issued to Lender with respect to the Western Avenue Loan, satisfactory in form and substance to Lender, showing that (i) the Evergreen Commons Premises have been subjected to the Western Avenue Mortgage and showing no exceptions to title with respect to the Evergreen Commons Premises other than the Evergreen Commons Mortgage and the "Permitted Exceptions", as defined in the Evergreen Commons Mortgage, and (ii) the Harlem Premises have been subjected to the Western Avenue Mortgage and showing no exceptions to title with respect to the Harlem Premises other than the Harlem Mortgage and the "Permitted Exceptions", as defined in the Harlem Mortgage.

10. Notices.

Any notices required or permitted hereunder or pursuant to the respective Loan Documents may be given in accordance with notice provisions of the respective Loan Documents.

11. Continuing Effectiveness. Except as expressly provided herein, the Harlem Note, the Harlem Mortgage, the other Harlem Loan Documents, the Evergreen Commons Note, the Evergreen Commons

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Mortgage, the other Evergreen Commons Loan Documents, the Western Avenue Note, the Western Avenue Mortgage and the other Western Avenue Loan Documents shall remain in full force and effect in accordance with their respective terms.

12. Partner Exculpations.

(a) Notwithstanding any provision hereof, but subject in all respects to (i) the provisions of the Environmental Indemnity Agreement of even date herewith made by Retail and Wilkow/Retail in favor of Lender with respect to the Evergreen Commons Loan, (ii) the provisions of the Environmental Indemnity Agreement of even date herewith made by Retail and Wilkow/Retail in favor of Lender with respect to the Western Avenue Loan, (iii) the qualifications set forth in Paragraph 19 of the Evergreen Commons Certificate, and (iv) the qualifications set forth in Paragraph 19 of the Western Avenue Certificate, the partners of Retail shall not be personally liable by reason of any default in the performance of the obligations of Retail under this Agreement; provided, however, that the foregoing exculpation shall not impair or otherwise affect any of Lender's rights or remedies against Retail otherwise set forth in any of the Evergreen Commons Loan Documents, the Western Avenue Loan Documents or the Harlem Loan Documents or otherwise available at law or equity, the assets held by Retail and any other collateral now or hereafter pledged to Lender as security for the obligations of Retail, Trust 105008-09 or Trust 105011-04 with respect to the Evergreen Commons Loan or the Western Avenue Loan, or against any other person or entity liable for the obligations of Retail.

(b) Notwithstanding any provision hereof, but subject in all respects to (i) the provisions of the Limited Guaranty dated as of December 23, 1993 made by Retail in favor of Lender with respect to the Harlem Loan, (ii) the Environmental Indemnity Agreement dated as of December 23, 1993 made by Harlem, Huclair and Retail in favor of Lender with respect to the Harlem Loan, (iii) the Cash Collateral/Letter of Credit Agreement dated as of December 23, 1993 made by Harlem and Retail in favor of Lender with respect to the Harlem Loan, and (iv) the qualifications set forth in Paragraph 19 of the Certificate of Representations, Warranties and Covenants dated as of December 23, 1993 made by Harlem and Huclair in favor of Lender with respect to the Harlem Loan, the partners of Harlem shall not be personally liable by reason of any default in the performance of the obligations of Harlem under this Agreement; provided, however, that the foregoing exculpation shall not impair or otherwise affect any of the Lender's rights or remedies against Harlem otherwise set forth in the Harlem Loan Documents or otherwise available at law or in equity, the assets held by Harlem and any other collateral now or hereafter pledged to Lender as security for the obligations of Harlem or against any other person or entity liable for the obligations of Harlem.

13. Trustee Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not

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personally but solely as Trustee under Trust Nos. 105008-09 and 105011-04, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by either Trust 105008-09 or Trust 105011-04 or other collateral now or hereafter pledged to Lender as security for the obligations of Harlem, Retail, Trust 105008-09 or Trust 105011-04 or against any guarantor of the Harlem Loan, the Evergreen Commons Loan or the Western Avenue Loan or any other person or entity liable for the obligations of Harlem, Retail, Trust 105008-09 or Trust 105011-04.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

M&J/HARLEM MORTGAGE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Huclair, Inc., an Illinois corporation, its sole General Partner

By: [Signature]
Title: President

Attest: [Signature]
Title: Secretary

HUCLAIR, INC., an Illinois corporation

By: [Signature]
Title: President

Attest: [Signature]
Title: Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee of Trust No. 105008-09

By: [Signature]
Title: 2ND VP

Attest: [Signature]
Title: Asst Secy

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee of Trust No. 105011-04

By: [Signature]
Title: 2ND VP

Attest: [Signature]
Title: Asst Secy

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LASALLE NATIONAL BANK, a national banking association

By: James J. Beina
Title: Assistant Vice President

M&J/RETAIL LIMITED PARTNERSHIP, an Illinois limited partnership

By: Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership

By: MJW Investments, Ltd., a Delaware corporation, its sole General Partner

By: [Signature]
Title: Partner

Attest: [Signature]
Title: [Signature]

WILKOW/RETAIL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, its sole General Partner

By: MJW Investments, Ltd., a Delaware corporation, its sole General Partner

By: [Signature]
Title: Partner

Attest: [Signature]
Title: [Signature]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN B. RALSTON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARC R. WILKOW and DAVID LANGSNER, the PRESIDENT and SECRETARY, respectively, of Huclair, Inc., an Illinois corporation (the "Corporation"), which is the sole general partner of M&J/Harlem Mortgage Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporation as their own free and voluntary act and as the free and voluntary act of the Corporation, for itself and as the sole general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of APRIL, 1994.

Susan B. Ralston

Notary Public
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

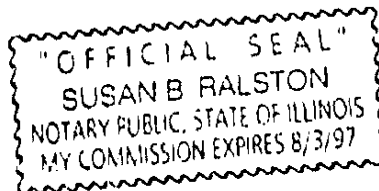


I, SUSAN B. RALSTON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARC R. WILKOW, the PRESIDENT of Huclair, Inc., an Illinois corporation (the "Corporation"), and DAVID LANGSNER the SECRETARY of the Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of APRIL, 1994.

Susan B. Ralston

Notary Public
(SEAL)



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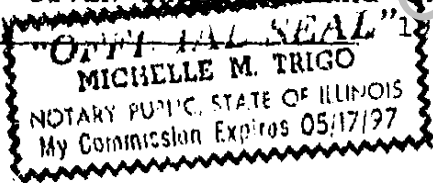
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MICHELLE M. TRIGO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johanson and Gregory S. Kasprzyk are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Second Vice President~~ and ~~ASSISTANT SECRETARY~~, respectively, of American National Bank and Trust Company of Chicago (the "Bank"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee under Trust No. 105008-09, for the uses and purposes therein set forth; and the said

~~ASSISTANT SECRETARY~~ then and there acknowledged that he, as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as own free and voluntary act and as the free and voluntary act of the Bank, as Trustee under Trust No. 105008-09, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of MAY 1994



Michelle M. Trigo
Notary Public
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MICHELLE M. TRIGO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johanson and Gregory S. Kasprzyk are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Second Vice President~~ and ~~ASSISTANT SECRETARY~~, respectively, of American National Bank and Trust Company of Chicago (the "Bank"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee under Trust No. 105011-04, for the uses and purposes therein set forth; and the said

~~ASSISTANT SECRETARY~~ then and there acknowledged that he, as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as own free and voluntary act and as the free and voluntary act of the Bank, as Trustee under Trust No. 105011-04, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of MAY 1994



Michelle M. Trigo
Notary Public
(SEAL)

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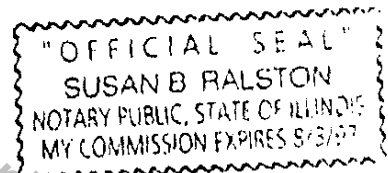
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN B. RALSTON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARC R. WILKOW and DAVID LANGSNER, the PRESIDENT and SECRETARY, respectively, of MJW Investments, Ltd., a Delaware corporation (the "Corporation"), which is the sole general partner of Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership (the "General Partner"), which is the sole general partner of M&J/Retail Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporation as their own free and voluntary act and as the free and voluntary act of the Corporation, for itself and as the sole general partner of General Partner as the sole general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of APRIL, 1994.

Susan B. Ralston
Notary Public
(SEAL)

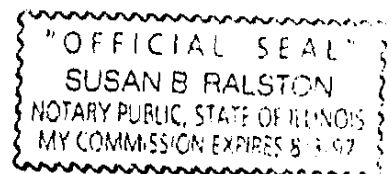


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN B. RALSTON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARC R. WILKOW, the PRESIDENT of MJW Investments, Ltd., a Delaware corporation (the "Corporation"), the sole general partner of Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership (the "Partnership"), and DAVID LANGSNER, the SECRETARY of the Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Corporation on behalf of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of APRIL, 1994.

Susan B. Ralston
Notary Public
(SEAL)



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rosemary Heynen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James J. King personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Asst Vice President of LASALLE NATIONAL BANK (the "Bank"), appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6 day of April, 1994.

Rosemary Heynen
Notary Public
(SEAL)

"OFFICIAL SEAL"
ROSEMARY HEYNEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/14/98

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EXHIBIT A

Legal Description of Harlem North Premises

PARCEL 1:

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 4 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION, IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1925 AS DOCUMENT 9132644, EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST NORTH AVENUE; WITH THE EAST LINE OF NORTH HARLEM AVENUE, AS THE SAME ARE NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG SAID SOUTH LINE OF WEST NORTH AVENUE, A DISTANCE OF 154.60 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 16.21 FEET TO A POINT; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE, A DISTANCE OF 18.00 FEET SOUTH MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF WEST NORTH AVENUE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 43.00 FEET, WITH A CENTRAL ANGLE OF 89 DEGREES 37 MINUTES AND TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 67.20 FEET TO A POINT OF TANGENCY, A DISTANCE OF 10.00 FEET EAST, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF NORTH HARLEM AVENUE; THENCE SOUTH ALONG A STRAIGHT LINE PARALLEL WITH SAID EAST LINE OF NORTH HARLEM AVENUE (TO WHICH SAID LAST DESCRIBED CURVED LINE IS TANGENT) A DISTANCE OF 63.55 FEET TO THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE NORTH LINE OF THAT PART OF THE VACATED EAST AND WEST ALLEY IN SAID BLOCK 4, VACATED BY AN ORDINANCE DATED SEPTEMBER 7, 1927 AND RECORDED SEPTEMBER 28, 1927 AS DOCUMENT 9792858; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE NORTH LINE OF SAID EAST AND WEST VACATED ALLEY, A DISTANCE OF 10.00 FEET TO SAID EAST LINE OF NORTH HARLEM AVENUE; THENCE NORTH ALONG SAID EAST LINE OF NORTH HARLEM AVENUE, A DISTANCE OF 125.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 7, 8, 9 AND 10 IN BLOCK 4 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART OF SAID LOTS WHICH LIES NORTH OF A STRAIGHT LINE DRAWN NORTHEASTERLY FROM A POINT IN THE WEST LINE OF SAID LOT 7, A DISTANCE OF 16.21 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE EAST LINE OF SAID LOT 10, DISTANT 14.42 FEET SOUTH OF THE NORTHEAST CORNER THEREOF).

PARCEL 3:

LOTS 11, 12 AND 13 IN BLOCK 4 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART WHICH LIES NORTH OF A STRAIGHT LINE DRAWN NORTHEASTERLY FROM A POINT IN THE WEST LINE OF SAID LOT 11, DISTANT 14.42 FEET SOUTH OF THE NORTH WEST CORNER THEREOF TO A POINT IN THE EAST LINE OF SAID LOT 13 (BEING ALSO THE WEST LINE OF NORTH MARION STREET) DISTANT 13.00 FEET SOUTH OF THE NORTH EAST CORNER THEREOF)

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PARCEL 4:

THE 16 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING LOT 1 IN SUBDIVISION OF LOT 23 IN BLOCK 4 AND OF LOT 13 IN BLOCK 5 (EXCEPT THE WEST 10 FEET OF SAID VACATED ALLEY TAKEN FOR STREET) IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOT 23 IN BLOCK 4 AND OF LOT 13 IN BLOCK 5 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 1, 2, 3 AND 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 10 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF NORTH HARLEM AVENUE AS NOW LOCATED AND ESTABLISHED 35 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE SOUTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 90.33 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 2.50 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 2.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF NORTH HARLEM AVENUE A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Nos.:

16-06-100-037

16-06-100-038

Common Address:

Harlem and North Avenues

Oak Park, Illinois

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EXHIBIT B

Legal Description of Evergreen Commons Premises

PARCEL 1:

THE EAST 132 FEET OF THE NORTH 125 FEET OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 5 IN HARRY W. HONORE, JR.'S SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 125 FEET OF THAT PART OF THE EAST 1/4 OF BLOCK 5 LYING WEST OF THE EAST 188.6 FEET THEREOF IN HARRY W. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Nos.:

24 12 201 038

24 12 201 039

Common Address:

2637-41 W. 95th Street
Evergreen Park, Illinois

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04/01/99

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EXHIBIT C

Legal Description of Beverly Plaza Premises

Lots 5 through 9, both inclusive in Elmer Jordan and Company's Morgan Park Subdivision of the East 40 rods of the Northeast 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Nos.:

24 24 207 023
24 24 207 024
24 24 207 025
24 24 207 026
24 24 207 027

Common Address:

11110-11126 S. Western Ave.
Chicago, Illinois

01/13/151194221\exh.c 01/06/24

Prepared by return to:
Schwartz Cooper Greenberger
& Keenan
150 N. LaSalle #2700
Chicago IL 60601
Attn: Paul Gaynes

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BOX 333-CTI

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