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AGREEMENT dated as of July 1, 1995 between

not personally, but as Trustee under Trust Agreement dated and known as Trust No. and a corporation. Lake Shore Associates, L.L.C., an Illinois Limited Liability Company (Mortgagor); Bank One, Chicago, NA (Bank); and

(Guarantor) or (Guarantors)

RECITALS A. Mortgagor is indebted to Bank in the principal sum of One Million and 00/100 Dollars (\$1,000,000.00) as evidenced by a Mortgage Note ("Note") dated as of January 18, 1994 which Note is secured in part by a Mortgage ("Mortgage"), and Assignment of Rents applicable to the property commonly known as 4900 South Lake Shore Drive, Chicago, legally described on Exhibit A attached hereto, which document(s) were (was) recorded with the Cook County Recorder of Deeds as Document Number(s) 94066134 (and respectively) on January 20, 1994. B. Said Note is also secured by the Guaranty of Payment and Performance dated as of executed by the Guarantor(s). C. Mortgagor and Guarantor(s) has/have requested an additional loan in the amount of Dollars (\$) an extension of the maturity date of the Note from July 1, 1995 to November 1, 1995. D. Bank is willing to grant such request pursuant to the terms and provisions of this Agreement and the Promissory Note dated July 1, 1995 in the principal sum of One Million and 00/100 Dollars (\$1,000,000.00) which bears interest due and payable at the rate specified therein ("Replacement Note").

AGREEMENTS NOW, THEREFORE in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- 1. Mortgagor and Guarantor(s) does/do hereby acknowledge that the Mortgage (Assignment of Rents), (Guaranty) and other applicable Security Documents are in full force and effect. 2. The Mortgage, (Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note. 3. Guarantor(s) do (does) hereby reaffirm and ratify the Guaranty. 4. In all other respects, the Mortgage, (Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed. 5. In the event the Mortgagor executing this Agreement is an Illinois land trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Chicago, Illinois as of the date first above written.

MORTGAGOR: Partnership/Joint Venture or Corporation; Land Trust or Limited Liability Company. Includes fields for 'a', 'By', and 'Its'.

BANK: Bank One, Chicago, NA. By: Assistant Vice President.

GUARANTORS: By: Its:

STATE OF ILLINOIS COUNTY OF Rockland. Alex R. Hirsch, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this 18 day of August, 1995.

STATE OF ILLINOIS COUNTY OF. A notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her/his/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this 19 day of.

MAIL TO: Document prepared by: Todd S. Harris and to be returned to: Bank One, Chicago, NA. 111 N. Canal St., 15th Floor Chicago, IL 60606

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COOK COUNTY CLERK
JANUARY 2011
CHIEF CLERK
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LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF BLOCK 2 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 435 FEET (MEASURED ALONG THE NORTH EASTERLY LINE OF SAID BLOCK) NORTH WESTERLY FROM THE NORTH EAST CORNER OF SAID BLOCK AND RUNNING THENCE SOUTH WESTERLY ALONG A LINE FORMING AN ANGLE (MEASURED IN THE SOUTH WEST QUADRANT) OF 41 DEGREES 23 MINUTES 26 SECONDS WITH A LINE PARALLEL WITH THE EAST LINE OF SAID BLOCK A DISTANCE OF 268.54 FEET TO ITS INTERSECTION WITH THE SOUTH WESTERLY LINE OF SAID BLOCK; THENCE NORTH WESTERLY ALONG SAID SOUTH WESTERLY BLOCK LINE, A DISTANCE OF 119.53 FEET TO THE MOST WESTERLY CORNER OF SAID BLOCK; THENCE NORTH EASTERLY ALONG THE NORTH WESTERLY LINE OF SAID BLOCK, A DISTANCE OF 266.46 FEET TO THE MOST NORTHERLY CORNER OF SAID BLOCK, AND THENCE SOUTH EASTERLY ALONG SAID NORTH EASTERLY BLOCK LINE, A DISTANCE OF 82.95 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM SAID BLOCK THAT PART THEREOF WHICH LIES NORTH EASTERLY OF A LINE 40 FEET SOUTH WESTERLY FROM AND PARALLEL TO THE NORTH EASTERLY LINE OF SAID BLOCK (SAID PARALLEL LINE BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1568.16 FEET AND CONVEX SOUTH WESTERLY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BLOCK 2 (EXCEPT THE SOUTH 125 FEET THEREOF AND EXCEPT SO MUCH OF SAID BLOCK 2 AS LIES NORTH WESTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH EASTERLY BOUNDARY LINE OF LANDS; TITLE TO WHICH WAS CONFIRMED IN THE BEACH HOTEL COMPANY BY DECREE OF CIRCUIT COURT OF COOK COUNTY ILLINOIS IN CASE GENERAL NO B132693 DISTANT 435 FEET NORTH WESTERLY (MEASURED ALONG SAID NORTH EASTERLY BOUNDARY LINE OF SAID LANDS) FROM A POINT 764.37 FEET EAST OF WEST LINE OF SAID FRACTIONAL SECTION 12 AND 1035 FEET NORTH OF THE SOUTH LINE OF NORTH WEST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 12 SAID LINE FIRST MENTIONED RUNNING FROM THE SAID FIRST MENTIONED POINT IN SAID NORTH EASTERLY BOUNDARY LINE SOUTH WESTERLY ALONG A LINE FORMING AN ANGLE (MEASURED IN THE SOUTH WEST QUADRANT) OF 41 DEGREES 23 MINUTES, 26 SECONDS, WITH A LINE PARALLEL TO WESTERLY LINE OF SAID FRACTIONAL SECTION 12), ALL IN COOK COUNTY, ILLINOIS.

LEGAL:

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