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. DEPT-01 RECORDING \$29.00  
. T#0012 TRAN 6520 09/20/95 14:51:00  
. #9656 # CG \*-95-633993  
. COOK COUNTY RECORDER

95044630  
75686072 282 SUPPLEMENT TO MORTGAGE

*JGDDR*

THIS SUPPLEMENT TO MORTGAGE was made as of the 1st day of September, 1995 by and between REGENCY HOMES, INC. ("Mortgagor") and NBD BANK, 211 South Wheaton Avenue, Wheaton, Illinois 60187 ("Mortgagee").

WHEREAS, the Mortgagor has heretofore executed and delivered to Mortgagee a Construction Mortgage and Assignment of Lease dated as of the 1st day of March, 1994 which has been recorded in Cook County, Illinois on March 15, 1994 as document no. 94234581 (the "Mortgage"); and

WHEREAS, the parties hereto wish to amend the legal description contained in the Mortgage to include the Additional Lots so described on Exhibit A (the "Additional Lots") being acquired by the Mortgagor; and

WHEREAS, Mortgagee will advance approximately Two Hundred Eighty Thousand Dollars (\$280,000) pursuant to the Loan Agreement in order to fund the acquisition of the Additional Lots; and

WHEREAS, the aggregate amount of the loan (the "Loan") secured by the Mortgage has been decreased from \$4,960,000 to \$2,460,000; and

WHEREAS, the Loan is evidenced by a Restated Term Note, a Restated Revolving Note and a Restated Letter of Credit Note (the "Restated Notes") of Mortgagor each dated September 1, 1995 (the "Restated Notes"); and

WHEREAS, the Land and Development Loan Agreement secured by the Mortgage has been amended by a First Modification to Land and Development Loan Agreement dated September 1, 1995. Such Land

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and Development Loan Agreement as amended from time to time is herein the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration in receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Restated Notes shall be substituted for the Notes and shall constitute the Notes in all the Loan Documents. All references to the Notes contained in the Mortgage or any other Loan Document shall be deemed to refer to the "Restated Notes" and for each respective Note, the Restated Note shall be substituted for the Note it restates.

2. The Mortgage shall secure the Restated Notes and all obligations under the Loan Agreement, as amended.

3. Exhibit A hereto is substituted for Exhibit A to the original Mortgage.

4. Mortgagor does by these presents, mortgage, grant, remise, release, alienate and convey unto Mortgagee, its successors and assigns, its fee simple interest in and to the Additional Lots described on Exhibit A to the same extent as if they were originally included in the Mortgage. The Additional Lots are in addition to the Original Parcel which after the exclusion of released Lots is described on Exhibit A, which Original Parcel is also encumbered by the Mortgage.

5. The parties intend that each Additional Lot shall become a Lot as described in the Loan Agreement and other Loan Documents and the references in the Loan Documents to the Mortgage shall refer to the Mortgage as supplemented hereby.

6. Except as herein specifically modified and supplemented, the Mortgage and the other Loan Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor has executed this Supplement as of the date first above written.

REGENCY HOMES, INC.

By 

its \_\_\_\_\_

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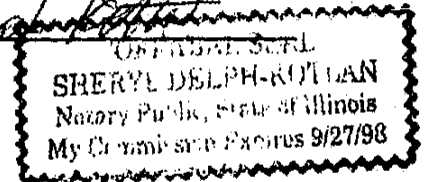
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Kane )

I, Sheryl Delph-Kottan, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sbai Lathan, a officer of REGENCY HOMES, INC., appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said Corporation as his 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 11<sup>th</sup> day of September, 1995.

Sheryl Delph-Kottan  
Notary Public



My commission expires: 9/27/98

Prepared by and after  
Recording Return to:

Thomas J. Kelly, Esq.  
Pedersen & Houpt  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

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## EXHIBIT A

### Legal Description

#### Original Parcel

LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 13, 15, 18, 19, 27, 29, 30 AND 31 IN CHERRY CREEK SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/4 OF LOT 1 (EXCEPT THE WEST 20 FEET THEREOF AND EXCEPT THE EAST 50 FEET THEREOF) AND THE NORTH 1/4 OF LOT 8 (EXCEPT THE WEST 20 FEET THEREOF AND EXCEPT THAT PART BEGINNING AT THE NORTHWEST CORNER OF SAID LOT RUNNING THENCE EAST 60 FEET ALONG THE NORTH LINE; THENCE SOUTHWESTERLY TO A POINT IN THE WEST LINE 100 FEET SOUTH OF THE NORTHWEST CORNER; THENCE NORTH 100 FEET ALONG THE WEST LINE TO THE POINT OF BEGINNING) IN SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MARCH 30, 1994, AS DOCUMENT NO. 94287284, IN COOK COUNTY, ILLINOIS.

Property: 1106 Schoenbeck Road  
400 Cherry Creek Lane  
402 Cherry Creek Lane  
405 Cherry Creek Lane  
406 Cherry Creek Lane  
412 Cherry Creek Lane  
418 Cherry Creek Lane  
417 Cherry Creek Lane  
1109 Cornell Avenue  
1106 Pin Oak Lane  
1107 Pin Oak Lane  
1108 Pin Oak Lane  
1109 Pin Oak Lane  
1110 Pin Oak Lane  
1101 Prairie Circle  
1103 Prairie Circle  
401 Prairie Circle

P.I.N.: 03-16-201-006  
03-16-201-007  
03-16-203-001

#### Additional Lots

THE EAST 1/2 OF NORTH 1/4 OF LOT 1 IN SCHOOLS TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 33 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 16 (SAID WEST LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SCHOENBECK ROAD) WITH THE SOUTH LINE OF THE NORTH 33 FEET OF SAID NORTHEAST QUARTER (SAID SOUTH LINE ALSO BEING THE SOUTH RIGHT OF WAY OF HINTZ ROAD); THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST HALF OF AFORESAID LOT 1; THENCE SOUTH ALONG SAID WEST LINE TO ITS INTERSECTION WITH A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID PARALLEL LINE TO A POINT THAT IS 25 FEET WEST OF (AS MEASURED ALONG SAID PARALLEL LINE) ITS INTERSECTION WITH THE WEST LINE OF THE EAST 33 FEET AFORESAID; THENCE SOUTHEASTERLY TO A POINT ON SAID WEST LINE THAT IS 30 FEET SOUTH OF (AS MEASURED ALONG SAID WEST LINE) THE LAST DESCRIBED INTERSECTION; THENCE NORTH ALONG SAID WEST LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property: West side of Schoenbeck Road South of Hintz Road, Prospect Heights, Illinois

P.I.N.: 03-16-201-002

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