

# UNOFFICIAL COPY

95898502

7550850 JR NT  
SECOND AMENDMENT OF  
MORTGAGE, ASSIGNMENT OF  
RENTS, SECURITY AGREEMENT  
AND FIXTURE FINANCING  
STATEMENT

This Second Amendment  
("Amendment") of  
Mortgage, Assignment of  
Rents, Security Agreement  
and Fixture Financing  
Statement is made as of

. DEPT-01 RECORDING \$31.00  
. T40012 TRAN 8390 12/27/95 14:54:00  
. 47622 + JM \*-95-898502  
. COOK COUNTY RECORDER

December 27, 1995, by and between GREAT LAKES REIT, Inc., a  
Maryland corporation ("Borrower") with a mailing address of 2311 W.  
22nd Street, Suite 109, Oakbrook, Illinois 60521, and American  
National Bank and Trust Company of Chicago, a national banking  
association ("Lender"), with a mailing address at 33 North LaSalle  
Street, Chicago, Illinois 60690, Attention: Kevin Paley, and  
pertains to the real estate commonly known as 2800 River Road, Des  
Plaines, Illinois, and legally described in Exhibit "A" attached  
hereto and made a part hereof ("Property").

### RECITALS

A. The Borrower and the Lender have previously entered into  
a certain Secured Revolving Loan Agreement, dated June 1, 1994,  
which was modified by that certain Amended and Restated Secured  
Revolving Loan Agreement, dated as of September 28, 1994, as  
amended by First Amendment of Amended and Restated Secured  
Revolving Loan Agreement, dated September 29, 1995 (collectively  
the "Restated Agreement"), pursuant to which the Lender agreed to  
provide the Borrower with revolving loans in the maximum aggregate  
principal amount of Twenty-Two Million Dollars (\$22,000,000),  
evidenced by a Revolving Note, dated September 29, 1995 (the  
"Restated Note").

B. To secure the obligations of the Borrower under the  
Restated Note and Restated Agreement, Borrower executed and  
delivered to Lender a Mortgage, Assignment of Rents, Security

Document prepared by and after  
recording to be returned to:  
James G. Haft Esq.  
Holleb & Coff  
55 E. Monroe St., Suite 4100  
Chicago, Illinois 60603

Property Address:  
2800 River Road  
Des Plaines, Illinois

Tax Identification No.:  
09-33-401-013  
09-34-300-018

5019099.65B  
12/20/95 at 10:08am

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BOX 333-CA  
3/00

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Agreement and Fixture Financing Statement, dated May 1, 1995 and recorded on June 6, 1995 with the Recorder of Deeds of Cook County, Illinois, as Document No. 95367246, as amended a First Amendment of Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated September 29, 1995 and recorded on October 10, 1995 with the Recorder of Deeds of Cook County, Illinois, as Document No. 95687046 (collectively, the "Original Mortgage").

C. The Borrower and Lender have agreed to amend the Restated Agreement to increase the maximum aggregate principal amount of available loans to Twenty-Five Million Dollars (\$25,000,000) ("Loan"), which agreement is evidenced by the Second Amendment to Amended and Restated Secured Revolving Loan Agreement, of even date herewith.

D. Pursuant to the Agreement, Borrower has agreed to modify the Original Mortgage to secure the Loan. The Original Mortgage, as amended by this Amendment is referred to as the "Mortgage".

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated herein by this reference as if fully set forth below, the Lender's agreement to modify the terms of the Restated Agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To the extent the terms of this Amendment conflict with those of the Original Mortgage, the terms of this Amendment shall prevail. Unless otherwise defined herein, all terms used herein shall have the same meaning as set forth in the Original Mortgage.

2. As used in the Mortgage, the definition of "Agreement" is amended to mean the Restated Agreement, as amended by the Second Amendment to Amended and Restated Secured Revolving Loan Agreement, of even date herewith.

3. As used in the Mortgage, the definition of "Note" is amended to mean that certain \$25,000,000 Revolving Note, of even date herewith, which constitutes a substitute note for the Restated Note.

4. As used in the Mortgage, the definition of "Loan Documents" shall mean the Note, the Agreement, the Mortgage, and all other documents or instruments which are executed and/or delivered to Lender as additional evidence of, or security for repayment of, the Loan whether now or hereafter existing, and all renewals, amendments, extensions and modifications thereof and thereto.

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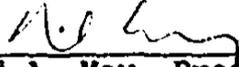
5. The Mortgage shall secure payment of the Note and the performance of all obligations of Borrower under the Agreement.

6. Delete the second sentence of Section 3.18 of the Mortgage and replace with: "The indebtedness evidenced by the Note includes sums in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), portions of which may be advanced, paid and readvanced from time to time".

7. As modified hereby, the Mortgage remains in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date and year first above written.

GREAT LAKES REIT, Inc., a Maryland corporation

By:   
Richard A. May, President

ATTEST:

By:   
Richard L. Rasley, Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By:   
Kevin Faley, Second Vice President

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, JAMES G. HAFT, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Faley personally known to me to be a Second Vice President of American National Bank and Trust Company of Chicago, is the same person whose name is subscribed to the foregoing instrument and in such capacity, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 1995.



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



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## EXHIBIT A

### LEGAL DESCRIPTION

That part of the East 1/2 of the South East 1/4 of Section 33 and the West 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point on the West line of the East 1/2 of the South East 1/4 of Section 33, distant 52.14 feet South of the North West corner of said East 1/2 of the South East 1/4; thence South, 352.98 feet along the West line of said East 1/2 of the South East 1/4 of said Section 33; thence North 87 degrees 35 minutes 30 seconds East, 1519.75 feet to the center of River Road; thence Northerly along the center of said River Road, 272.91 feet; thence West on a line parallel to and 52.14 feet South of the North line of the South East 1/4 of Section 33 aforesaid; and said North line produced East to the center of said River Road, 1383.63 feet to the place of beginning (excepting from said tract that part thereof described as follows:

Commencing at a point on the North line of said tract, 1086.69 feet East of the West line of the East 1/2 of the South East 1/4 of said Section 33; thence East along the North line of said tract, 296.94 feet; thence Southeasterly, 42.30 feet along the center of Des Plaines River Road; thence Westerly, 299.39 feet along a line which makes an angle of 108 degrees 57 minutes 52 seconds to the right of the aforesaid center line of Des Plaines River Road, extended; thence Northwesterly 41.57 feet along a line to the point of beginning and also excepting all that part of said tract lying West of a line described as commencing at a point on the North line of said tract, 1086.69 feet East of the West line of the East 1/2 of the South East 1/4 of said Section 33; thence Southeasterly 366.48 feet along a line which makes an angle of 74 degrees 13 minutes 08 seconds from East to South with the North line of said tract to a point on the South line of said tract which is 1201.12 feet East of the West line of the East 1/2 of the South East 1/4 of Section 33) in Cook County, Illinois.

P.I.N. 09-33-401-013, 09-34-300-018

Common Address: 2800 River Road  
Des Plaines, Illinois