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AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS ("Amendment") is dated as of this 1st day of December, 1994 by and among American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 24, 1992 and known as Trust No. 11-5822-02 ("Borrower"), Hamilton Limited Partnership as the 100% owner of the beneficial interest of Borrower ("Owner"), and Federal National Mortgage Association ("Fannie Mae").

WHEREAS, on September 1, 1991, the Bank of Waukegan, an Illinois Banking corporation, not personally, but as Trustee under the provision of a Deed or Deeds in Trust duly recorded and delivered to said Bank pursuant to a Trust Agreement dated January 19, 1989 and known as Trust No. 3180 ("Seller"), and Kernel P. Parikh, Dr. Arvind N. Shah and Dr. Rashmikant D. Gadi (collectively, "Beneficiaries") executed an Assignment of Leases and Rents ("Assignment of Rents") to Dwinn-Shaffer and Company ("Dwinn-Shaffer") as security for the payment of the indebtedness (including any extensions of renewals thereof) (the "Loan") evidenced by a certain Multifamily Note, including Addendum to Multifamily Note of even date therewith from Seller and Beneficiaries ("Note") in the principal sum of \$6,940,214.00 and secured by a certain Multifamily Mortgage, Assignment of Rents and Security Agreement, including a Rider to Multifamily Instrument, of even date therewith ("Mortgage");

WHEREAS, Fannie Mae is the assignee of the Assignment of Rents and the Mortgage pursuant to an Assignment of Mortgage, Assignment of Rents and Security Agreement and of Assignment of Leases and Rents dated September 1, 1991;

WHEREAS, on or about September 10, 1992, Seller, Borrower, Owner and Fannie Mae entered into an Assumption and Release Agreement dated September 10, 1992 pursuant to which Borrower agreed to pay and perform Seller's obligations under the Note, and other Loan Documents (as hereinafter defined) and Borrower and Owner (as hereinafter defined) executed and delivered a Security Agreement and Security Assignment under Land Trust dated as of September 10, 1992 ("Security Agreement") to further secure the Loan;

WHEREAS, The Loan is further secured by certain UCC financing statements ("UCC Statements") each made respectively by Borrower and Owner respectively as debtor of Fannie Mae, as secured party. The Note, Mortgage, Assignment of Rents, Security Agreement, UCC Statements and all other documents and statements executed and delivered in connection with the Loan are hereinafter sometimes collectively referred to as the "Loan Documents";

WHEREAS, Borrower and Owner each acknowledge that they have made only partial payment of the amounts due Fannie Mae under the terms of the Loan Documents and is thereby in default under the terms of the Loan Documents;

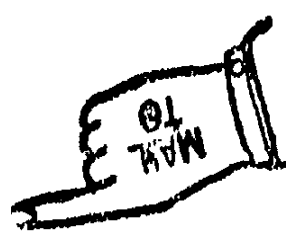
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*Carey & Brothers
30 W. Lake Street
Chicago, Illinois
Attn: [unclear]*



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WHEREAS, Borrower and Owner have requested that Fannie Mae agree to an amendment of the Loan Documents in accordance with the terms of that certain Loan Modification Agreement of even date herewith between the parties ("Modification"), the terms and provisions of said Modification are hereby incorporated herein by this reference;

WHEREAS, The Note has been amended pursuant to the certain Amendment of Multifamily Note of even date herewith (the "Amended Note"), the Mortgage has been amended pursuant to that certain Amendment of Multifamily Mortgage, Assignment of Rents and Security Agreement of even date herewith (the "Amended Mortgage") and certain other amendments to documents executed in connection with the Modification are hereinafter sometimes collectively referred to as the "Loan Modification Documents".

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. All capitalized terms in the Assignment shall have the same meanings in this Amendment as therein defined. The recitals set forth above are hereby incorporated herein as if set forth in this Amendment.

2. Borrower and Owner each acknowledge that, after application of all partial payments made by Borrower during the months of October, November and December, 1993 and January, February, March, April and May, 1994 on accrued and unpaid interest as agreed to by Borrower, Owner and Fannie Mae, the accrued and unpaid principal due and owing from Borrower and Owner to Fannie Mae on the Loan as of July 1, 1994, is \$6,892,692.68 (excluding interest, late charges, interest calculated at the default rate under the Note, the Accrual (as hereinafter defined) and certain other expense incurred by Fannie Mae in connection with or as a result of Borrower's and Owner's default).

3. Accrued and unpaid interest is due and owing in the amount of \$267,458.29 which is the sum of accrued interest due and owing for the installments due October 1, November 1 and December 1, 1993 and January 1, February 1, March 1, April 1 and May 1, 1994 in the amount of \$453,764.80 plus late charges in the amount of \$23,600.00 totaling \$477,364.80 less \$209,906.51 held in unapplied funds by the Washington Mortgage Financial Group ("Servicer") (said amount is hereinafter referred to as the "Accrual"). The repayment of the Accrual plus interest at the rate of 7.5% per annum, compounded monthly, and accruing since October 1, 1993, shall remain an obligation of the Borrower and Owner under the Loan Documents and the Loan Modification Documents. Borrower and Owner shall be obligated to repay the Accrual in full on or before the first to occur of: (1) June 16, 1997 or (2) the entry of a Settlement Order in the Specific Objection lawsuit filed on the 1992 real estate taxes on the Project (the "1992 Specific Objection"), and the entry of a Settlement Order in the Specific Objection lawsuit filed on the 1993 real estate taxes on the Project (the "1993 Specific Objection") (each a "Specific Objection" and collectively the "Specific Objections"). All Specific Objection settlement funds received by Borrower or Owner from the settlement of the 1992 Specific Objection or the 1993

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Specific Objection shall be paid to Washington Mortgage Financial Group ("Servicer") within five (5) business days of Borrower's or Owner's receipt of any such funds. In the event a Settlement Order in the 1992 Specific Objection and/or the 1993 Specific Objection is entered prior to June 16, 1997, Borrower and Owner shall pay the total amount of the first settlement received pursuant to the Settlement Order in either Specific Objection up to the total amount of the Accrual plus interest earned thereon. In the event the funds received in the first settlement received pursuant to the Settlement Order in either Specific Objection is less than the Accrual plus interest earned thereon, then the balance of the Accrual plus interest earned thereon shall be payable in full upon the first to occur of the entering of the Settlement Order in the Specific Objection which remains to be settled (regardless of the amount obtained by Borrower or Owner), or June 16, 1997. Any Specific Objection settlement funds received by Servicer from Borrower or Owner shall be applied by the Servicer at such time of payment as a credit to the Accrual. In the event the Accrual is not repaid as stated above, the Loan shall be in default and Fannie Mae shall be entitled to pursue all of its remedies provided for under the Loan Documents and Loan Modification Documents.

4. Borrower and Owner acknowledge that they failed to make the full monthly payment due on June 1, 1994 in the amount of \$108,494.81 (which includes principal, interest, taxes, insurance and replacement reserves). On June 13, 1994, Services received a partial payment for June in the amount of \$93,066.00 and the remainder of the June monthly installment due in the amount of \$15,428.81 on July 15, 1994. The monthly installment due July 1, 1994 in the amount of \$108,494.81 was paid by Borrower and Owner to Services on July 15, 1994.

5. The Accrual, plus any and all interest earned thereon, shall be secured by the Mortgage and Amended Mortgage and the Assignment and this Amendment and evidenced by the Note and the Amended Note.

6. As of the date hereof, Borrower and Owner each hereby reaffirm and restate each and every covenant, warranty and representation set forth in the Assignment.

7. All of the terms and provisions of the Assignment are hereby incorporated herein and made a part hereof as if fully set forth herein, and shall remain in full force and effect as therein stated, except as specifically modified by this Amendment.

8. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, and each of the covenants, obligations or undertakings herein contained shall not be binding on said bank personally, but shall be binding on the assets of the trust. Nothing herein contained shall alter, limit or modify the obligations of any other party to this Amendment.

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10. This Amendment, and all ancillary agreements and amendments, may be executed in one or more counterparts, each separate signature page constituting a part of this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date hereof.

OWNER:

Hamilton Limited Partnership, an Illinois Limited Partnership

By: Burton Financial Management Associates, Inc., an Illinois corporation, managing and sole general partner of said limited partnership

By: Lawrence B. Irwin
Lawrence B. Irwin,
President of said corporation

BORROWER:

American National Bank and Trust Company of Chicago, not personally, but as Trustee aforesaid

By: [Signature]
Its: _____

FANNIE MAE:

Federal National Mortgage Association

By: _____
Its: _____

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this JAN 10 1995 day of _____, 1994 by Anita M. Lutkus, TRUST OFFICER of American National Bank and Trust Company of Chicago, an Illinois banking corporation, on behalf of the corporation.



Sol Flores
NOTARY PUBLIC

My commission expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 1994 by Lawrence B. Irwin, President of Burton Financial Management Associates, Inc., an Illinois corporation, general partner on behalf of Hamilton Limited Partnership

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Nicholas M. Ginali
NOTARY PUBLIC

My commission expires:

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date hereof.

OWNER:

Hamilton Limited Partnership, an Illinois Limited Partnership

By: Burton Financial Management Associates, Inc., an Illinois corporation, managing and sole general partner of said limited partnership

By: _____
Lawrence B. Irwin,
President of said corporation

BORROWER:

American National Bank and Trust Company of Chicago, not personally, but as Trustee aforesaid

By: _____

Its: _____

FANNIE MAE:

Federal National Mortgage Association

By: William J. Smith

Its: Assistant Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of January
1994 by Patricia E. Lyerla, Assistant Vice President of the
Federal National Mortgage Association on behalf of the association.

Miriam C. Grab
NOTARY PUBLIC

My commission expires:



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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN ROHLWING GROVE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 21, 1979 AS DOCUMENT LR3081821.

ADDRESS OF REAL PROPERTY: 951 - 991 Charlella Lane
Elk Grove Village, IL 60007

PERMANENT INDEX NUMBERS: 08-31-400-055-0000
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08-31-400-057-0000
08-31-400-058-0000

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