

# UNOFFICIAL COPY

95070857

This Instrument prepared by, and after Recording return to:

Permanent Real Estate Tax Index Nos.

William J. Mitchell,  
Keck, Mahin & Cate  
1515 East Woodfield Road, Suite 250  
Schaumburg, Illinois 60171-5121

See attached Exhibit A

DEPT-01 RECORDING \$71.50  
T46666 TRAN 5176 01/31/95 10:39:00  
#2196 LC #95-070857  
COOK COUNTY RECORDER

## TENTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

Re: Burnham Place at Central Station

This TENTH AMENDMENT ("Tenth Amendment") is made as of January 17, 1995, by and between MCL/CENTRAL STATION LIMITED PARTNERSHIP, an Illinois limited partnership ("Mortgagor") and COLE TAYLOR BANK ("Mortgagee").

### RECITALS

Mortgagor made and delivered to Mortgagee that Mortgage and Security Agreement dated January 31, 1993 and recorded with the Cook County Recorder on February 9, 1993 as Document No. 93-107423 ("Mortgage") and that Assignment of Rents and Leases dated January 31, 1993 and recorded with the Cook County Recorder on February 9, 1993 as Document No. 93-107424 ("Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in Exhibit A to each such document. The Mortgage and the Assignment of Rents were delivered to Mortgagee pursuant to the terms of that certain Revolving Credit Construction Loan Agreement between Mortgagor, Mortgagee and certain other parties dated January 31, 1993 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined in the Loan Agreement). The Mortgage and the Assignment of Rents were delivered as collateral security for, among other things, the payment of a loan (the "Loan") in the original amount of not more than \$8,500,000.00 outstanding at any one time and not more than \$37,872,499.00 in aggregate, made by Mortgagee to Mortgagor, evidenced by that certain Mortgage Note dated January 31, 1993 (the "Note") made by Mortgagor payable to the order of Mortgagee in the principal amount of not more than \$8,500,000 (or so much thereof as shall be disbursed from time-to-time).

The Loan Agreement, the Note, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents have been amended as follows:

CEK 2 of 3  
E 117743  
N930171/N950131

95070857

7/1/95

UNOFFICIAL COPY

6-2-2011

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(a) pursuant to the terms of that certain First Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of May 20, 1993 ("First Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in the First Amendment to the real estate legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, and to include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land, as the Premises. Mortgagor and Mortgagee entered into a certain First Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of even date with the First Amendment and recorded on May 28, 1993 as Document No. 93405911 ("First Mortgage Amendment") which encumbered the Additional Land (as defined in the First Mortgage Amendment) with the lien of the Mortgage and the rights secured under the Assignment of Rents; and

(b) pursuant to the terms of that certain Second Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of June 15, 1993 ("Second Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in the Second Amendment to the real estate legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, as amended by the First Amendment, and to include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land, as the Premises. Mortgagor and Mortgagee entered into a certain Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases dated as of even date with the Second Amendment and recorded on June 18, 1993 as Document No. 93463760 ("Second Mortgage Amendment") which encumbered the Additional Land (as defined in the Second Mortgage Amendment) with the lien of the Mortgage and the rights secured under the Assignment of Rents; and

(c) pursuant to the terms of that certain Third Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and other Loan Documents dated as of July 14, 1993 ("Third Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to include the Additional Land legally described in the Third Amendment to the real estate legally described in **Exhibit A** to each of the Mortgage and the Assignment of Rents, as amended by the First and Second Amendment, and to include all items of property set forth in the granting clauses of the Mortgage with respect to the Additional Land as the Premises and to increase the amount of the Loan which may be outstanding at any one time from Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) to Ten Million Dollars (\$10,000,000.00). Mortgagor and Mortgagee entered into a certain Third Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, dated as of even date with the Third Amendment and recorded on July 21, 1993 as Document No. 93564881 ("Third Mortgage Amendment") which, among other things granted Mortgagee a first and prior mortgage lien and security interest under the Mortgage in all the Additional Land to be acquired by Mortgagor pursuant to the terms of the Third Amendment and the rights secured under the Assignment of Rents. The Note was also amended and restated by the terms of a

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

certain First Amended and Restated Mortgage Note made by Mortgagor and dated as of even date with the Third Amendment; and

(d) pursuant to a certain Fourth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement, and Other Loan Documents dated as of October 27, 1993 ("Fourth Amendment"), wherein Mortgagor, Mortgagee, and certain others have agreed to amend the Loan to permit the financing of the acquisition by Mortgagor from the Land Seller of Lots 14 through 19, both inclusive, and construction of a six (6) unit townhome building thereon. The Mortgage and Assignment of Rents were also amended by the terms of a certain Fourth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, made by Mortgagor, and recorded with the Cook County Recorder on November 8, 1993 as Document No. 93904783 ("Fourth Mortgage Amendment"), which, among other things, granted a first and prior mortgage lien and security interest under the Mortgage and all the additional real estate acquired by Mortgagor pursuant to the terms of that Fourth Amendment ("Fourth Amended Real Estate"); and

(e) pursuant to a certain Fifth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement, Mortgage and Security Agreement, Assignment of Rents and Leases, and certain Other Loan Documents dated as of December 2, 1993 ("Fifth Amendment"), wherein Mortgagor, Mortgagee, and certain others have agreed to amend the legal description of the Townhome portion of the Premises in all of the Loan Documents, as amended, to reflect the replatting and reconfiguration of the Townhome Lot numbers as a result of the replatting of the underlying portion of the Premises; and

(f) pursuant to a certain Sixth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents dated as of December 2, 1993 ("Sixth Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to amend the Loan to permit the financing of (i) the acquisition by Mortgagor from Land Seller of an additional Condominium Parcel and (ii) the construction of Condominium Building 5, a seventeen (17) Unit residential condominium building. The Mortgage and Assignment of Rents were also amended by the terms of a certain Sixth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, made by Mortgagor, and recorded with the Cook County Recorder on December 6, 1993, as Document No. 93-995690 ("Sixth Mortgage Amendment") which, among other things, granted a first and prior mortgage lien and security interest under the Mortgage and all additional real estate acquired by Mortgagor pursuant to the terms of that Sixth Amendment ("Sixth Amended Real Estate"); and

(g) pursuant to a certain Seventh Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of December 10, 1993 ("Seventh Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to amend the Loan to permit the financing of (i) the acquisition by Mortgagor from

95070557

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Land Seller of an additional Condominium Parcel and (ii) the construction of Condominium Building 4, an eleven (11) Unit residential condominium building. The Mortgage and Assignment of Rents were also amended by the terms of a certain Seventh Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, made by Mortgagor, and recorded with the Cook County Recorder on December 23, 1993, as Document No. 03061230 ("Seventh Mortgage Amendment") which, among other things, granted a first and prior mortgage lien and security interest under the Mortgage and all additional real estate acquired by Mortgagor pursuant to the terms of that Seventh Amendment ("Seventh Amended Real Estate"); and

(h) Pursuant to a certain Eighth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, dated as of January 20, 1994 ("Eighth Amendment"), wherein Mortgagor, Mortgagee and certain others have agreed to amend the Loan to permit the financing of the acquisition by Mortgagor from Land Seller of Lots 20 through 33, both inclusive. The Mortgage and Assignment of Rents were also amended by the terms of a certain Eighth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, made by Mortgagor, and recorded with the Cook County Recorder on February 2, 1994 as Document No. 94108264 ("Eighth Mortgage Amendment"), which, among other things, granted a first and prior mortgage lien and security interest under the Mortgage, in all the additional real estate acquired by Mortgagor pursuant to the terms of that Eighth Amendment ("Eighth Amended Real Estate").

(i) Pursuant to a certain Ninth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents, entered into by and between Borrower, Guarantor and Lender on September 20, 1994 ("Ninth Amendment"). The Ninth Amendment amended a loan to permit the financing of the acquisition by Borrower from Land Seller of an additional Condominium parcel and the construction of condominium building 2A and condominium building 2B, each condominium building containing eight (8) Units. The Mortgage and Assignment of Rents were also amended by the terms of a certain Ninth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases, made by Mortgagor, and recorded with the Cook County Recorder on September 21, 1994 as Document No. 94-825152 ("Ninth Mortgage Amendment"), which, among other things, granted a first and prior mortgage lien and security interest under the Mortgage, in all the additional real estate acquired by Mortgagor pursuant to the terms of that Ninth Amendment ("Ninth Amended Real Estate").

Mortgagor and Mortgagee once again desire to amend the Mortgage to reflect the amendment of the Loan Agreement, Mortgage Note, the Guaranty, the Environmental Indemnity Agreement and the Other Loan Documents, as provided in a certain Tenth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Other Loan Documents made as of even date herewith by Mortgagor, Mortgagee and certain others ("Tenth Amendment"). Mortgagor and Mortgagee have agreed to add the Additional Land, as defined in the Tenth Amendment and as legally described in **Exhibit A** attached to and made

95070657

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

a part of the Tenth Amendment, to the "Premises" encumbered by the Mortgage and the Assignment of Rents.

Accordingly, Mortgagor and Mortgagee hereby amend the Mortgage as follows:

1. All references to the Loan Agreement, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the Tenth Amendment.

2. All references in the Mortgage and the Assignment of Rents to the "Premises" shall mean and refer to the Premises including the Additional Real Estate legally described in **Exhibit A** attached hereto ("Additional Real Estate") and all items of personalty and all tangible and intangible property comprising the Premises including the Additional Real Estate, and the Mortgage and the Assignment of Rents shall be fully effective and binding in accordance with their respective terms and provisions as to the Additional Real Estate.

3. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

This Tenth Amendment has been entered into as of the date first above written.

MORTGAGOR:

MCL/CENTRAL STATION LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: MCL Central Station, Inc., an Illinois  
corporation, its general partner

By:   
Its: President

ATTEST:


By:   
Its: Secretary

MORTGAGEE:

COLE TAYLOR BANK

By:   
Its: Senior Vice President

ATTEST:

By:   
Its: ASST VICE PRESIDENT

0010.174

UNOFFICIAL COPY

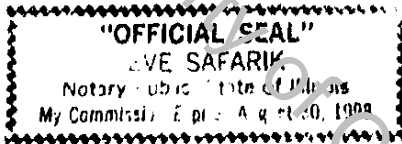
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Eve Safarik, a Notary Public in and for said County and State, do hereby certify that Daniel McLean, the President and Marilyn Walsh, the Secretary of MCL Central Station, Inc. ("General Partner"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, as the free and voluntary act of the General Partner and of the Mortgagor, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of Jan., 1995.



Eve Safarik  
NOTARY PUBLIC

(SEAL)

My commission expires: 8/30/98

95070657

UNOFFICIAL COPY

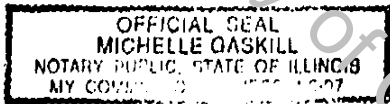
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that William E. Krinsky and Paul Herberger, the Senior Vice President and Asst. Vice President, respectively, of Cole Taylor Bank (the "Bank"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their 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 23<sup>rd</sup> day of January, 1995.



Michelle Gaskill  
NOTARY PUBLIC

(SEAL)

My commission expires: 4/6/97

950708577

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

PARCEL 1:

BUILDING 5-A:

THAT PART OF LOT 1 DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS ~~WEST~~ 175.00 FEET ALONG THE SOUTH LINE THEREOF; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 69.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 106.00 FEET TO A POINT 69.00 FEET NORTH OF THE SOUTH LINE AND 69.00 FEET WEST OF THE EAST LINE OF

SAID LOT 1; THENCE SOUTH 44 DEGREES 58 MINUTES 41 SECONDS EAST 97.58 FEET TO THE POINT OF BEGINNING, IN CENTRAL STATION RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

Building 6-B

THAT PART OF LOT 1 DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 155.00 FEET ALONG THE EAST LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 69.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 86.00 FEET TO A POINT 69.00 FEET WEST OF THE EAST LINE AND 69.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 44 DEGREES 58 MINUTES 41 SECONDS EAST 97.58 FEET TO THE POINT OF BEGINNING, IN CENTRAL STATION RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95070537

17-22-109-003  
17-22-109-004  
17-22-109-024  
17-22-109-030  
17-22-110-005

UNOFFICIAL COPY

Property of Cook County Clerk's Office