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This Instrument prepared by, and,
Permanent Real Estate
after Recording return to:

William J. Mitchell
Keck, Mahin & CATE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431

Tax Index Nos.

See Attached Exhibit A

Address:
726 W. Jackson St.
710 W. Jackson St.
228 S. Des Plaines St.
Chicago, Illinois

95223011

DEPT-01 RECORDING 135.00
T00012 TRAN 3400 04/03/95 15120100
14863 1 JJ *--95--223011
COOK COUNTY RECORDER

3500

ABOVE SPACE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO MORTGAGE AND TO ASSIGNMENT OF RENTS

Re: Haberlasher Square Loft

This First Amendment ("Amendment") is made as of this 30th day of MARCH, 1995, by and between Cole Taylor Bank, as Trustee under a Trust Agreement dated December 15, 1994 and known as Trust No. 94-6167 ("Trustee"), Boulevard Associates Limited Partnership, an Illinois limited partnership ("Beneficiary") (Trustee and Beneficiary are sometimes collectively referred to as "Mortgagor" and Cole Taylor Bank ("Mortgagee").

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WITNESSETH:

Trustee made and delivered to Mortgagee that certain Mortgage and Security Agreement dated MARCH 8, 1995 (the "Mortgage"). Mortgagee also executed and delivered on MARCH 8, 1995, a certain Assignment of Rents and Leases in favor of Mortgagee, ("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 Loan Agreement between Mortgagor, Mortgagee and certain other parties dated MARCH 8, 1995 ("Loan Agreement"), along with 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 in the original amount of not more

BOX 333-CTI

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than \$15,000,000.00 in aggregate ("Loan") made by Mortgagee to Mortgagor, evidenced by a certain Mortgage Note dated MARCH 9th, 1995 ("Note") made by Mortgagor payable to the order of Mortgagee.

Mortgagor and Mortgagee now desire to amend the Mortgage and Assignment of Rents to reflect the amendment of the Loan Agreement, Note, the Environmental Indemnity Agreement and the Other Loan Documents, and the execution and delivery of a certain Overline Mortgage Note in the principal amount of \$2,000,000.00. ("Overline Mortgage Note") made by Mortgagor payable to the order of Mortgagee, increasing the amount of the Loan that may be outstanding at any one time from not more than the Amended Amount of \$14,560,000.00 to not more than \$16,560,000.00 by virtue of the availability under the Overline Note, if funded; and a certain Overline Guaranty made by Home by Invsco ("Overline Guarantor") and delivered to Mortgagee, pursuant to that certain First Amendment to Loan Agreement, Mortgage Note, Security Agreement, Environmental Indemnity Agreement and Other Loan Documents made as of even date herewith by Mortgagor, Overline Guarantor and Mortgagee and certain others ("First Amendment"), which, among other things:

(a) decreases the amount of the Loan that may be outstanding at any one time from \$15,000,000.00 outstanding at any one time to \$14,560,000.00 outstanding at any one time and increases the amount of the Loan that may be outstanding at any one time from not more than the amended amount of \$14,560,000.00 outstanding at any one time to not more than \$16,560,000.00 outstanding at any one time by virtue of the availability of the Overline Note, if funded;

(b) amends the terms of the Loan Documents to, among other things, provide for the execution and delivery of (i) that certain Overline Mortgage Note, made by Mortgagor and delivered to Mortgagee as of even date herewith in the principal amount of \$2,000,000.00, accruing interest at a rate per annum equal to the "Prime Rate" (as defined on the Loan Agreement) plus two percent (2%), maturing at the time of the Maturity Date, and therefore, concurrently with the Note and (ii) that certain Overline Guaranty made by Overline Guarantor and delivered to Mortgagee as of even date herewith guarantying repayment of the Overline Mortgage Note.

Accordingly, Mortgagor and Mortgagee hereby amend the Mortgage to include all of the foregoing and as follows:

1. All references to the Loan Agreement, the Mortgage Note, 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 First Amendment.

2. The Mortgage Note as reduced from not more than \$15,000,000.00 outstanding at any one time to not more than \$14,560,000.00 outstanding at any one time, and the Overline Note shall evidence additional indebtedness secured by the Mortgage and the Assignment of Rents in accordance with the terms thereof as set forth herein and in the First Amendment.

3. The Overline Mortgage Note shall be fully and unconditionally guaranteed by the Overline Guarantor pursuant to the terms of the Overline Guaranty.

4. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect as security for the Note and Overline Note.

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General provision testifying any
liability of COLE TAYLOR BANK stamped
on the reverse side hereof, is
hereby expressly made a part hereof.

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

MORTGAGOR:

COLE TAYLOR BANK, not personally, but as trustee aforesaid

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

This agreement is signed by COLE TAYLOR BANK not
individually but as Trustee under a certain
Trust Agreement dated _____
Signed _____
of _____
of _____
P. _____
in _____
z. _____
of _____
trustee of _____
is hereby expressly waived by the parties hereto and their
respective successors and assigns.

BENEFICIARY:

BOULEVARD ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: **BOULEVARD ASSOCIATES CONSULTANTS, INC, an Illinois corporation, its general partner**

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

MORTGAGEE:

COLE TAYLOR BANK

By: _____
Its: _____

ATTEST:

By: _____
Its: _____
TRUST OFFICER

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

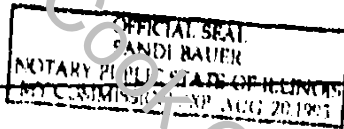
I, Sandi Bauer, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that [Signature], the
[Signature] and [Signature] the [Signature] of BOULEVARD
CONSULTANTS, INC. ("General Partner"), the general partner of Boulevard Associates
Limited Partnership ("Borrower"), who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such [Signature] and
[Signature], respectively of the General Partner, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free
and voluntary act, as the free and voluntary act of the General Partner on behalf of
Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of March, 1995.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission expires:



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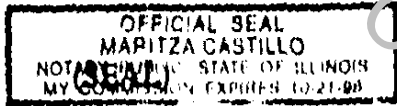
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, MARITZA CASTILLO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHLEEN RYAN the PROVIDENT SAVINGS and JACKLIN ISHA the PROVIDENT SAVINGS of Cole Taylor Bank, not personally, but as Trustee ("Bank"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such persons and persons, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of March, 1995.



Maritza Castillo
NOTARY PUBLIC

My Commission expires: 10-21-98

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

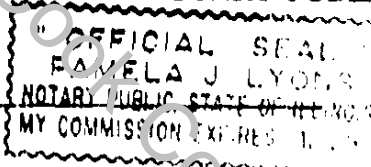
I, Pamela Lyons, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that William E Krinsky the
Sr. Vice Pres. and Jacklin Shaw the Trust Officer
of Cole Taylor Bank, ("Bank"), who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Sr VP and
Trust Officer, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own 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 30 day of March, 1995.

Pamela Lyons
NOTARY PUBLIC

(SEAL)

My Commission expires: _____



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Legal Description of the Real Estate

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0040.269

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PARCEL 1

LOTS 11, 12 AND THE EAST 1/2 OF LOT 13 IN THE SUBDIVISION OF BLOCK 22 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT EAST 4 FEET OF LOT 17 IN THE SUBDIVISION OF BLOCK 22 IN SCHOOL SECTION ADDITION TO CHICAGO DESCRIBED AS BEING AT THE SOUTHEAST CORNER OF SAID LOT AND THENCE NORTH ON THE EAST LINE OF SAID LOT, 4 INCHES, THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT, 4 INCHES NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

THE WEST 1/2 OF LOT 13 AND ALL OF LOTS 14, 15, AND 16 IN THE SUBDIVISION OF BLOCK 22 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

AN EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY GRANT FROM FERT CHANDLER, AS TRUSTEE ETC. TO ROBERT SURREY INC., AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS DATED JUNE 30, 1948 AND RECORDED JULY 7, 1948 AS DOCUMENT 14350991 TO MAINTAIN CAISSONS IN THOSE PARTS OF THE EAST 4 FEET OF LOT 17 IN THE SUBDIVISION OF BLOCK 22 IN SCHOOL SECTION ADDITION TO CHICAGO AFORESAID THAT ARE NOW OCCUPIED (AS OF JUNE 30, 1948) BY THE CAISSONS CONSTRUCTED FOR THE SUPPORT OF THE BUILDING NOW LOCATED ON THE WEST 1/2 OF LOT 13 AND LOTS 14, 15 AND 16 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5

LOT 10 (EXCEPT THE SOUTH 3 INCHES THEREOF) IN BLOCK 22 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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