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Document prepared by:

John H. Holman, Jr.
Donohoe, Jameson & Carroll, P.C.
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Dallas, Texas 75270

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47973 JB *-95-292748
COOK COUNTY RECORDER

After recording, return to:

John H. Holman, Jr.
Donohoe, Jameson & Carroll, P.C.
1201 Elm Street, Suite 3400
Dallas, Texas 75270

SECOND AMENDMENT TO MORTGAGE

95292748

STATE OF ILLINOIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COOK

THIS SECOND AMENDMENT TO MORTGAGE (this "Second Amendment") is made and entered into effective as of April 21, 1995, by and between NATIONSBANK OF TEXAS, N.A., a national banking association ("NationsBank Texas"), as the administrative lender (in such capacity NationsBank Texas is called "Administrative Lender") on behalf of NationsBank Texas and each other lender now and hereafter a party to the Credit Agreement (as defined below) (collectively, "Lenders" and singly, a "Lender") and LA QUINTA INNS, INC. (formerly known as La Quinta Motor Inns, Inc.), a Texas corporation ("Mortgagor").

BACKGROUND.

1. Mortgagor, Administrative Lender and Lenders have entered into the Amended and Restated Credit Agreement dated as of January 25, 1994 (as amended, modified, renewed, extended or restated from time to time, the "Credit Agreement"). To secure the performance of Mortgagor's obligations under the Credit Agreement, Mortgagor executed and delivered the Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of January 25, 1994 in favor of Administrative Lender (as amended, modified, renewed, extended or restated from time to time, the "Mortgage"), covering certain property more particularly described in the Mortgage, including, without limitation, that certain real property described in Exhibit A attached hereto (the "Land") and the Property (as defined in the Mortgage), which Mortgage is filed of record in File No. 94-200400 of the Real Property Records of Cook County, Illinois.

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2. Mortgagor, Lenders and Administrative Lender have entered into the First Amendment to Amended and Restated Credit Agreement dated as of June 30, 1994 ("*First Credit Agreement Amendment*"), which, among other things, increased the amount of the credit facilities under the Credit Agreement and the amount of the Secured Indebtedness (as defined in the Mortgage (as amended by the First Amendment)) under the Mortgage.

3. In connection with the First Credit Agreement Amendment, the Mortgage was amended pursuant to a First Amendment to Mortgage dated effective as of July 1, 1994 ("*First Amendment*"), which First Amendment was filed of record as Document No. 94-609645, of the Real Property Records of Cook County, Illinois.

4. Mortgagor, Lenders and Administrative Lender have entered into the Second Amendment to Amended and Restated Credit Agreement dated as of April 21, 1995 ("*Second Credit Agreement Amendment*"), which, among other things, changes the amount, and extends the maturity, of the credit facilities under the Credit Agreement and the Secured Indebtedness (as defined in the Mortgage (as amended by this Second Amendment)) under the Mortgage.

5. Mortgagor has executed certain promissory notes (the "*Notes*") in connection with the Second Credit Agreement Amendment which modify, renew, extend and replace prior notes executed pursuant to the First Credit Agreement Amendment (the "*Prior Notes*"), which Prior Notes modified, renewed, extended and replaced prior notes executed pursuant to the Credit Agreement, all of the notes (including the Prior Notes) being secured by the Mortgage.

6. The parties to the Credit Agreement and the Mortgage desire that the Mortgage be amended to reflect the effectiveness of the Second Credit Agreement Amendment.

AGREEMENT.

NOW, THEREFORE, for and in consideration of the following terms, conditions, covenants, warranties and representations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Mortgagor and Administrative Lender agree that the Mortgage is amended as follows:

- (a) the maximum aggregate principal amount of the Revolving Credit Notes is increased from \$45,000,000 to \$75,000,000, and the maximum aggregate principal amount of the Term Loan Notes is decreased from \$184,000,000 to \$141,500,000, as shown in Section 1.1 of the Mortgage; the total amount of principal indebtedness secured by the Mortgage is decreased from TWO HUNDRED TWENTY NINE MILLION DOLLARS (\$229,000,000) to TWO HUNDRED SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$216,500,000), as shown in Section 6.27 of the Mortgage; and

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- (b) the maturity of the Revolving Credit Notes is extended to May 31, 1999 (unless the maturity is accelerated as provided in the Credit Agreement) and optional extensions of such maturity, and the maturity of the Term Loan Notes is extended to May 31, 2002 (unless the maturity is accelerated as provided in the Credit Agreement) and optional extensions of such maturity.

2. Mortgagor agrees and acknowledges that the liens and security interest of the Mortgage are valid and subsisting liens against the Property and that said liens and security interest are hereby renewed, extended and continued in full force and effect to secure the payment of the Secured Indebtedness (as amended by this Second Amendment).

3. The Notes modify, extend and replace the Prior Notes. The Notes (a) do not extinguish the debt evidenced by the Prior Notes, (b) are not intended as, and shall not be construed as, a novation of the debt evidenced by the Prior Notes, and (c) are secured by, among other things, the Mortgage, as modified by this Second Amendment. This Second Amendment constitutes only an amendment of the Mortgage and not a novation thereof or of any indebtedness secured thereby.

4. Mortgagor hereby represents and warrants to Administrative Lender and each Lender that: (a) each representation and warranty in the Mortgage was true and correct on and at January 25, 1994, at all times thereafter, and as if made on the date hereof; (b) the execution and delivery of this Second Amendment do not contravene, result in a breach of or constitute a default under any mortgage, loan agreement, indenture or other contract or agreement to which Mortgagor is a party or by which Mortgagor or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and do not violate or contravene any law, order, decree, rule or regulation to which Mortgagor is subject; and (c) this Second Amendment constitutes the legal, valid, and binding obligation of Mortgagor, enforceable in accordance with its terms.

5. Upon the request of Administrative Lender, Mortgagor agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Secured Indebtedness. If Mortgagor shall fail to keep or perform any covenant, agreement, condition, provision or requirement contained herein, or if any statement, representation or warranty contained herein is false, misleading or erroneous, Mortgagor shall be deemed to be in default under the Loan Papers and this Second Amendment, and Administrative Lender shall be entitled, at its option and subject to any applicable notice provisions, to exercise any and all rights and remedies granted pursuant to the Loan Papers or any other remedy which Administrative Lender may otherwise be entitled, whether at law or in equity.

6. Except as provided in the First Amendment and in this Second Amendment, the Mortgage is not modified.

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7. This Second Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

8. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, representatives, successors and assigns.

THE WRITTEN LOAN PAPERS, AS MODIFIED BY THIS SECOND AMENDMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.

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IN WITNESS WHEREOF, this Second Amendment is executed on the respective dates of acknowledgment, but is effective as of the date first written above.

ADMINISTRATIVE LENDER:

NATIONSBANK OF TEXAS, N.A., as
Administrative Lender

By: [Signature]
Name: DOUGLAS E. HULL
Title: SVP

MORTGAGOR:

LA QUINTA INNS, INC.,
a Texas corporation

By: [Signature]
Name: DEWEY W. CHAMBERS
Title: VICE PRESIDENT - TREASURER

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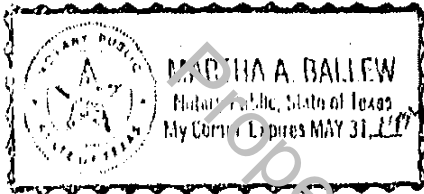
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STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20 day of April, 1995, by DOUGLAS E. ALLEN, a SVP of NATIONSBANK OF TEXAS, N.A., a national banking association, on behalf of said association.



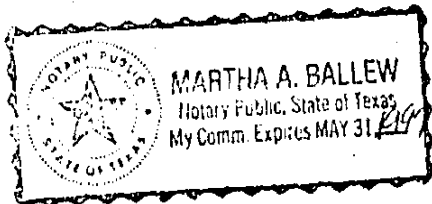
Martha A. Ballew
Notary Public, State of Texas

My Commission Expires:
5-31-97

Printed Name:
MARTHA A. BALLEW

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20 day of April, 1995, by Frederic W. Chambers VP-Treas of LA QUINTA INNS, INC., a Texas corporation, on behalf of said corporation.



Martha A. Ballew
Notary Public, State of Texas

My Commission Expires:
5-31-97

Printed Name:
MARTHA A. BALLEW

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EXHIBIT A

Parcel 1:

That part of Lot 1 in Bill Knapp's Resubdivision, a Resubdivision of Lot 4 in Arlington Industrial and Research Center Unit 12 in part of the Northwest 1/4 of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat of said Bill Knapp's Resubdivision recorded July 12, 1983 as Document No. 26683318, described as follows: Beginning at the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1, 148.00 feet; thence North at right angles to said last described line, 25.00 feet; thence Easterly parallel with the South line of said Lot 1, 52.00 feet; thence Northerly parallel with the East line of said Lot 1, 141.16 feet to an intersection with a line 30.00 feet, as measured at right angles, Southerly of and parallel with the Northerly line of said Lot 1; thence Westerly along said last described parallel line, 66.26 feet; thence Northerly at right angles to said last described line, 26.00 feet to an intersection with the Northerly line of said Lot 1, thence Easterly along the Northerly line of said Lot 1, 152.00 feet to an angle point in said Northerly line; thence Northeasterly along the Northerly line of said Lot 1, 11.63 feet to the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, 197.00 feet to the place of beginning, in Cook County, Illinois.

Parcel 2:

Lot 1 in Arlington Industrial and Research Center Unit 9, being a Subdivision in part of the Northwest Quarter of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat of Subdivision recorded September 24, 1976 as Document 23650671 in the Office of the Recorder of Deeds, in Cook County, Illinois.

Parcel 3:

Common access and cross-parking easement for the benefit of Parcel 1 and Parcel 2 as created by instrument dated May 29, 1987 and recorded April 19, 1988 as Document 88160321 made by and between La Quinta Motor Inns, Inc., a Texas corporation and Bill Knapp's Properties, Inc., a Michigan corporation, in, to, over, across and through the common areas consisting of the driveways, entrances, exists, parking and driveway areas through the following described land:

That part of Lot 1 in Bill Knapp's Resubdivision, a Resubdivision of Lot 4 in Arlington Industrial and Research Center Unit 12, in part of the Northwest 1/4 of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat of said Bill Knapp's Resubdivision recorded July 12, 1983, as Document No. 26683318, with exception to the following described Parcel:

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Beginning at the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1, 148.00 feet; thence North at right angles to said last described line, 25.00 feet; thence Easterly parallel with the South line of said Lot 1, 52.00 feet; thence Northerly parallel with the East line of said Lot 1, 141.16 feet to an intersection with a line 30.00 feet, as measured at right angles, Southerly of and parallel with the Northerly line of said Lot 1; thence Westerly along said last described parallel line, 66.26 feet; thence Northerly at right angles to said last described line 30.00 feet to an intersection with the Northerly line of said Lot 1, 152.00 feet to an angle point in said Northerly line of said Lot 1, 11.63 feet to the Northeast corner of said Lot 1, thence Southerly along the East line of said Lot 1, 197.00 feet to the place of beginning, in Cook County, Illinois for ingress and egress by pedestrian and vehicular traffic.

But limiting parking to the following described parcel:

"That part of Lot 1 in Bill Knapp's resubdivision, a resubdivision of Lot 4 in Arlington Industrial and Research Center Unit 12 in part of the Northwest 1/4 of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat of said Bill Knapp's Resubdivision recorded July 12, 1983 as Document No. 26683318, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1, 148.00 feet to the True Point of Beginning; thence continue Westerly along the South line of said Lot 1, 14.00 feet; thence Northerly 171.94 feet as measured at right angles; thence South 84 degrees 57 minutes 59 seconds East 66.26 feet to a point; thence South 0 degrees 00 minutes 00 seconds East 141.16 feet to a point; thence North 90 degrees 00 minutes 00 seconds West 52.00 feet to a point; thence South 0 degrees 00 minutes 00 seconds East 25.00 feet to the True Point of Beginning, in Cook County, Illinois." As shown in Modification Agreement Recorded September 25, 1989, as Document 89,451,627.

Parcel 4:

Storm Drainage Easement, made by and between Bill Knapp's Properties, Inc., a Michigan Corporation and La Quinta Motor Inns., Inc. a Texas Corporation, recorded November 15, 1988, as Document 88,526,268, and affecting the following described portion of the land:

That part of Lot 1 in Bill Knapp's Resubdivision, a resubdivision of Lot 4 in Arlington Industrial and Research Center Unit 12 in part of the Northwest 1/4 of Section 7, Township 42 North Range 11 East of the Third Principal Meridian, according to the plat of said Bill Knapp's Resubdivision recorded July 12, 1983 as Document No. 26683318, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1, 148.00 feet to the true point of beginning; thence continue Westerly along the South line of said Lot 1, 14.00 feet; thence Northerly 171.97 feet as measured at right angles; thence South

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89 degrees 57 minutes 59 seconds East 66.26 feet to a point; thence South 0 degrees 00 minutes 00 seconds East 14 feet to a point; thence North 0 degrees 00 minutes 00 seconds East 52.00 feet to a point; thence South 0 degrees 00 minutes 00 seconds East 25.00 feet to the true point of beginning.

Parcel and Tax ID No. 03-07-102-015

Cook County, Illinois, Property No. 679

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PROPERTY OF
M. J. QUINN
BOARD OF SUPERVISORS
JANUARY 1991
340 W. WASHINGTON ST.
CHICAGO, ILL. 60601
E-mail: mquinn@ccclerk.com