

UNOFFICIAL COPY

AFTER RECORDING RETURN TO:

Jody Staszsky
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

PERMANENT INDEX NUMBER:

09-11-306-006
09-11-306-005

96651100

DEPT-01 RECORDING \$35.50
T#0001 TRAN 5414 08/26/96 10:45:00
#9598 + RC *-96-651100
COOK COUNTY RECORDER

PROPERTY ADDRESS:

8555 North Maynard Road
Niles, Illinois 60640

Lawyers Title Insurance Corporation

SECOND MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

This Agreement entered into as of July 22, 1996 by and between HAMPTON PLAZA HEALTH CARE CENTER REAL ESTATE LIMITED PARTNERSHIP (the "Borrower"), and LASALLE NATIONAL TRUST, N.A., a national banking association, as trustee under trust agreement dated September 18, 1991, and known as Trust No. 116645 (the "Trustee"), (collectively the Borrower and the Trustee hereinafter referred to as the "Mortgagor"), and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), having an address at 120 South LaSalle Street, Chicago, Illinois 60603.

R E C I T A L S:

A. Mortgagor executed a Mortgage (the "Mortgage") dated August 19, 1994 and recorded on September 2, 1994 as Document No. 94775068 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") and encumbering certain property commonly known as 8555 North Maynard Road, Niles, Illinois 60640 and as more particularly described in Exhibit A attached hereto (the "Premises");

B. Mortgagor executed an Assignment of Rents and Leases (the "Assignment") dated August 19, 1994 and recorded on September 2, 1994 as Document No. 94775067 in the Recorder's Office and relating to the Premises;

C. The Mortgage and Assignment secure that certain Mortgage Note dated August 19, 1994, in the original principal amount of \$9,000,000.00 (such note, together with any and all extensions, renewals and modifications thereof and substitutions therefor, is referred to herein as the "Mortgage Note");

LAWYERS TITLE INSURANCE CORPORATION

3550
96651100

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

D. Mortgagor also executed a Replacement Promissory Note in favor of Mortgagee dated as of May 1, 1995 in the original principal amount of \$1,000,000.00 (such note together with any and all extensions, renewals, and modifications thereof and substitutions therefor, is referred to herein as the "Replacement Note");

E. Mortgagor amended the Mortgage and the Assignment to evidence the Replacement Promissory Note as debt secured thereby and in connection therewith executed that certain First Modification of Mortgage and Assignment of Rents and Leases dated May 1, 1995 and recorded on July 19, 1995 as Document No. 95470516 in the Recorder's Office; and

F. Mortgagor and Mortgagee have agreed to increase the original principal amount of the Mortgage Note and to combine the original principal amount of the Replacement Promissory Note with the Mortgage Note in connection therewith, Mortgagor has executed that certain Amended and Restate Combined Mortgage Note in favor of Mortgagee, dated July 22, 1996, in the original principal amount of Eleven Million and 00/100 Dollars (\$11,000,000.00) (the "Combined Mortgage Note").

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Notes. Mortgagor expressly agrees that the Mortgage and Assignment secure the Combined Mortgage Note, any and all extensions, renewals and modifications thereof and substitutions of either note, and any other sums, liabilities or indebtedness as set forth in the Mortgage or the Assignment.

2. Continuing Effect. All the terms of the Mortgage and Assignment are hereby incorporated by reference herein, and the Mortgage and Assignment, except as hereby modified, shall remain in full force and effect in all respects. Mortgagor, by execution of this Agreement, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and Assignment.

3. Exculpation. This Second Modification of Mortgage and Assignment of Rents and Leases is executed by LASALLE NATIONAL TRUST, N.A. (the "Trustee"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any other maker of the Note, any guarantor or other obligor of the indebtedness secured hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

ATTEST:

HAMPTON PLAZA HEALTH CARE
CENTER REAL ESTATE LIMITED
PARTNERSHIP

By: _____
Its: _____

By: *Harold G. Lee*
Its: *General Partner*

ATTEST:

LASALLE NATIONAL BANK

By: *Carol M. [Signature]*
Its: *Vice President*

By: *[Signature]*
Its: *Vice President*

ATTEST:

LaSalle National Trust, N.A.
solely as Trustee under Trust
Agreement known as Trust No.
16645 AND NOT PERSONALLY

By: *Nancy A. Black*
Its: *ASSISTANT SECRETARY*

By: *[Signature]*
Its: *[Signature]*

This Document Prepared by:

Paula F. McKay, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle Street
Chicago, Illinois 60603

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, in the State aforesaid, do hereby certify that Rosemary Collins of LASALLE NATIONAL TRUST, N.A. (as successor trustee to LaSalle National Bank) and NANCY A. STACK of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice President and ASSISTANT SECRETARY, 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 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of AUGUST, 1996.

Jaceli Feder
Notary Public

My Commission Expires:

Notary Public for Cook County Clerk's Office

96551400

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, in the State aforesaid, do hereby certify that _____ of LASALLE NATIONAL TRUST, N.A. (as successor trustee to LaSalle National Bank) and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of July, 1996.

Debra L. Anderson
Notary Public



My Commission Expires:
1/28/97

Notary of Cook County Clerk's Office

96854100

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, in the State aforesaid, do hereby certify that _____ and general partners of Hampton Plaza Health Care Real Estate Partnership who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such general partners, 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 partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of July, 1996.
Debra L. Anderson
Notary Public



My Commission Expires:
1/20/97

Property of Cook County Clerk's Office

96551100

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, in the State aforesaid, do hereby certify that Jody M. Staszewsky of LASALLE NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 18th day of July, 1996.

[Signature]
Notary Public

My Commission Expires:
1/4/97



Property of Cook County Clerk's Office

96551400

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 21 and 22 in Arthur T. McIntosh and Company's Glenview Acres, being a Subdivision of part of Lot 3 in Owner's Subdivision in Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded February 20, 1943, as Document Number 13033467, in Cook County, Illinois.

Street Address: 8555 North Maynard Road
Niles, Illinois 60648

P.I.N. 09-11-306-006
09-11-306-005

EASEMENT PARCEL 2:

Non-exclusive easement for the benefit of Parcel 1 granted by Right-Of-Way Easement dated May 1, 1973 recorded July 12, 1973 as Document Number 22395289 ingress and egress upon, over, under and across the East 20 feet (as measured at right angle to the East line thereof) of Lot 20 in Arthur T. McIntosh and Company's Glenview Acres, being a subdivision of part of Lot 3 in Owner's Subdivision in Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

0047621.1

UNOFFICIAL COPY

Property of Cook County Clerk's Office