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This instrument was prepared by,
and for recording return to:



Pamela J. Lyons
MELTZER, PURTILL & STELLE
1515 E. Woodfield Rd.
Suite 250
Schaumburg, IL 60173

[Faint, illegible text, possibly a recording stamp or office note]

350A
350
[Handwritten signatures and markings]

Permanent Real Estate Tax Index Nos.:
See **Exhibit A** attached

Street Address:

Prairie Place
Chicago, Cook County, IL

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

Re: Prairie Place

This SECOND AMENDMENT ("Second Amendment") is made as of October 9, 1996,
by and between PRAIRIE PLACE 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 December 16, 1994 and recorded with the Cook County Recorder on January 26, 1996 as Document No. 95-059861 ("Mortgage") and that Assignment of Rents and Leases dated December 16, 1994 and recorded with the Cook County Recorder on January 26, 1996 as Document No. 95-059862 ("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 December 16, 1994 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined

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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 amount of not more than \$11,654,683.00 outstanding at any one time and not more than \$35,091,307.00 in cumulative aggregate disbursements ("Loan") made by Mortgagee to Mortgagor, evidenced by that certain Mortgage Note dated December 16, 1994 (the "Note") made by Mortgagor payable to the order of Mortgagee in the principal amount of not more than \$11,654,683.00 (or so much thereof as shall be disbursed from time to time).

Mortgagor and Mortgagee have previously amended the Mortgage ("First Amendment to Mortgage") to include an additional lot as part of the "Premises", as provided in a certain First Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of December 19, 1995 by Mortgagor, Mortgagee and certain others ("First Amendment"). The First Amendment to Mortgage was recorded in Cook County on December 28, 1995 as Document No. 95-904323.

Mortgagor and Mortgagee desire to once again amend the Mortgage to reflect the second amendment of the Loan Agreement, Mortgage Note, the Guaranty, the Environmental Indemnity Agreement and the Other Loan Documents as provided in a certain Second Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of even date herewith by Mortgagor, Mortgagee and certain others ("Second Amendment"). Mortgagor and Mortgagee have agreed to include the Additional Land defined in the Second Amendment, and as legally described in **Exhibit A** attached to and made a part of the Second 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 Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the Second 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 Land legally described in **Exhibit A** hereto ("Additional Real Estate") and all items of personalty and all tangible and intangible property comprising the Premises including the Additional Land, 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 Land.

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

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

MORTGAGOR:

PRAIRIE PLACE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: MCL VENTURES, INC., an Illinois
corporation, its general partner

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: Secretary

MORTGAGEE:

COLE TAYLOR BANK

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

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

MORTGAGOR:

PRAIRIE PLACE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: MCL VENTURES, INC., an Illinois
corporation, its general partner

By: _____
Its: President

ATTEST:

By: _____
Its: Secretary

MORTGAGEE:

COLE TAYLOR BANK

By: [Signature]
Its: Senior Vice President

ATTEST:

By: [Signature]
Its: Vice President

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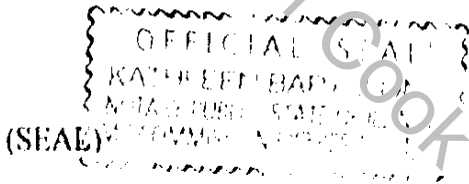
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KATHLEEN BARTALONE, a Notary Public in and for said County and State, do hereby certify that Daniel McLean, the President and MARLENE WALSH the Secretary of MCL Ventures, 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 their Mortgagee, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 17th day of October, 1996.

Kathleen Bartalone
NOTARY PUBLIC



My commission expires: _____

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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 Karl Hershberger, the Senior Vice-President and 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 16th day of October, 1996.



Michelle Gaskill
NOTARY PUBLIC

(SEAL)

My commission expires: 4/8/97

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EXHIBIT A

Legal Description of the Real Estate

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD, IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 197.07 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 EAST 68.84 FEET; THENCE SOUTH 06 DEGREES 22 MINUTES 54 SECONDS EAST 68.86 FEET; THENCE SOUTHEASTERLY 50.80 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1400.69 FEET (THE CHORD OF SAID ARC BEARING SOUTH 05 DEGREES 20 MINUTES 33 SECONDS EAST 50.80 FEET); THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS 77.27 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 119.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND:

THE EAST 122.07 FEET OF THE WEST 197.07 FEET OF THE NORTH 119.00 FEET OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

AND:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE NORTHWEST FRACTION QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 68.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 102.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 101.21 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS WEST 24.18 FEET; THENCE NORTHWESTERLY 99.92 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1400.69 FEET (THE CHORD OF SAID ARC BEARING NORTH 02 DEGREES 58 MINUTES 41 SECONDS WEST 97.13 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 124.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-110-012

VACANT LAND LOCATED EAST OF PRAIRIE AVENUE
CHICAGO, ILLINOIS

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