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This Document Prepared by,
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30 North LaSalle Street
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Chicago, Illinois 60602

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T#0012 TRAN 3284 12/05/96 14:56:00
#5006 CG *-96-922172
COOK COUNTY RECORDER

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the first day of December, 1996 by and between RIVER OAKS PARTNERS, an Illinois general partnership ("Borrower" or "Assignor") and KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance corporation ("Kilico") and FEDERAL KEMPER LIFE ASSURANCE COMPANY, an Illinois corporation, ("FKLA").

RECITALS:

A. Assignor executed and delivered that certain Assignment of Rents and Leases dated as of December 1, 1989 (the "Assignment of Leases") in favor of Kilico and Swiss Bank Corporation, a banking corporation existing under the laws of Switzerland ("Swiss Bank"), which was recorded with the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as document number 89621896.

B. The Assignment of Leases assigns and conveys Assignor's interest in the leases of the premises legally described in Exhibit A thereto, together with all rents, profits and income now or hereafter due and owing under the leases, as security for the obligations of Assignor arising under a certain Letter of Credit Agreement between Assignor and Swiss Bank relating to a Letter of Credit issued by Swiss Bank for the account of Assignor.

C. The Letter of Credit currently issued by Swiss Bank is being replaced by a new Letter of Credit being issued by Credit Suisse, acting through its New York Branch ("Credit Suisse") and, in connection therewith, Swiss Bank is relinquishing all of its interest in and to the Assignment of Leases. Kilico and FKLA have extended credit commitments to Credit Suisse to issue its Letter of Credit and Assignor, as an inducement to Kilico and FKLA to extend their credit commitments to Credit Suisse, has agreed to secure its reimbursement obligations to Kilico and FKLA by the Assignment of Leases.

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NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein to the contrary, all capitalized terms in this Amendment which are not expressly defined therein but which are defined in the Assignment of Leases shall have the respective meanings ascribed to them in the Assignment of Leases.

2. For purposes of the Assignment of Leases, the definitions of the terms set forth below are hereby amended as follows:

- (a) All references to the L/C Note shall mean that certain Reimbursement Note dated as of December 4, 1996 made by Assignor in the original stated amount of \$32,854,795, made payable to the order of and delivered to Credit Suisse, and any and all extensions, modifications and replacements thereof.
- (b) All references to the L/C Agreement shall mean that certain Reimbursement Agreement dated as of December 1, 1996 among Credit Suisse, Kilico, FKLA and Assignor, as amended and supplemented.
- (c) All references to the Mortgage shall mean that certain Mortgage with Security Agreement, Financing Statement and Assignment of Leases and Cash Collateral dated as of December 1, 1989, made by Assignor in favor of Kilico and Swiss Bank, as amended and supplemented.
- (d) All references to the Premises shall mean the real property legally described in Exhibit "A-1" attached hereto and made a part hereof.

3. The recitals in the fifth and sixth paragraphs following "WITNESSETH" on the first page of the Assignment of Leases are hereby deleted. All references in the seventh and eighth paragraphs following "WITNESSETH" to the Standby Agreement shall mean that certain Standby Bond Purchase and Indemnity Agreement between Assignor and Kilico effective as of March 22, 1994. All references in the remaining recitals to Swiss Bank shall mean Credit Suisse.

4. FKLA is hereby added as an additional Assignee under the Assignment of Rents and FKLA, together with Kilico, shall be entitled to exercise all of the rights and remedies granted to the Assignee thereunder.

5. Section 21 of the Assignment of Leases is hereby amended to designate the following addresses for notices to be given pursuant to said Section 21.

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If to Assignor: River Oaks Partners
c/o The Prime Group, Inc.
77 West Wacker Drive
Suite 3900
Chicago, Illinois 60601
Attention: Mark J. Schulte

With Copy to: The Prime Group, Inc.
77 West Wacker Drive
Suite 3900
Chicago, Illinois 60601
Attention: Robert J. Rudnik

If to Kilico or FKLP: Kemper Investors Life Insurance Company
c/o ZKS Real Estate Partners, LLC
225 West Washington Street
Suite 1450
Chicago, Illinois 60606
Attention: Robert J. Korslin

With Copy to: Kemper Investors Life Insurance Company
c/o ZKS Real Estate Counsel
225 West Washington Street
Suite 1450
Chicago, Illinois 60606
Attention: Real Estate Counsel
and
D'Ancona & Pflaum
30 North LaSalle Street
Suite 2900
Chicago, Illinois 60602
Attention: Laurance P. Nathan

6. Section 25 of the Assignment of Leases is hereby deleted.

7. Except as expressly amended herein, the covenants and agreements contained in the Assignment of Leases are hereby reaffirmed, and the Assignment of Leases shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the 1st day of December, 1996.

RIVER OAKS PARTNERS, an Illinois general partnership

By: The Prime Group, Inc., and Illinois corporation, its Managing Partner

By: Richard S. Curtis
Its: Executive Vice President

KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance corporation

By: [Signature]
Its: Authorized Signatory

By: [Signature]
Its: Authorized Signatory

FEDERAL KEMPER LIFE ASSURANCE COMPANY, an Illinois insurance corporation

By: [Signature]
Its: Authorized Signatory

By: [Signature]
Its: Authorized Signatory

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

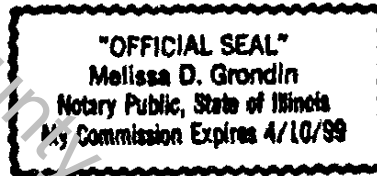
Before me, Melissa D. Grondin, of the state and county aforesaid, personally appeared Richard Curto, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be an Authorized Signatory of RIVER OAKS PARTNERS, an Illinois general partnership by The Prime Group, Inc., an Illinois corporation, its Managing Partner, within named Assignor, and that as such Authorized Signatory of RIVER OAKS PARTNERS, executed the foregoing instrument for the purposes therein contained by signing the name of RIVER OAKS PARTNERS by himself as Authorized Signatory of RIVER OAKS PARTNERS.

WITNESS my hand, at office, this 4th day of December, 1996.

Melissa D. Grondin
Notary Public

My commission expires:

4/10/99



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STATE OF ILLINOIS)

COUNTY OF COOK)

Before me, Melissa D. Grondin, of the state and county aforesaid, personally appeared Robert J. Korslin and Timothy R. Verrilli with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence and who upon oath, each of whom acknowledged himself or herself to be an Authorized Signatory of KEMPER INVESTORS LIFE INSURANCE COMPANY, an Illinois insurance corporation, the within named Mortgagor, and that as such Authorized Signatory executed the foregoing instrument for the purposes therein contained by signing the name of KEMPER INVESTORS LIFE INSURANCE COMPANY by himself or herself as Authorized Signatory of KEMPER INVESTORS LIFE INSURANCE COMPANY.

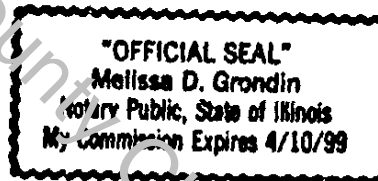
WITNESS my hand, at office, this 4th day of December, 1996.

Melissa D. Grondin

Notary Public

My commission expires:

4/10/99



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

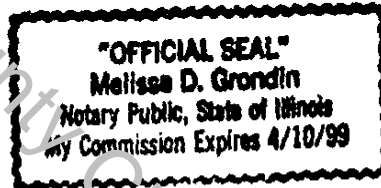
Before me, Melissa D. Grondin, of the state and county aforesaid, personally appeared Robert J. Korain and Timothy R. Verrill with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence and who upon oath, each of whom acknowledged himself or herself to be an Authorized Signatory of FEDERAL KEMPER LIFE ASSURANCE COMPANY, an Illinois insurance corporation, the within named Mortgagor, and that as such Authorized Signatory executed the foregoing instrument for the purposes therein contained by signing the name of FEDERAL KEMPER LIFE ASSURANCE COMPANY by himself or herself as Authorized Signatory of FEDERAL KEMPER LIFE ASSURANCE COMPANY.

WITNESS my hand, at office, this 4th day of December, 1996.

Melissa D. Grondin
Notary Public

My commission expires:

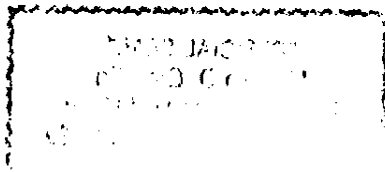
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EXHIBIT A-1

LEGAL DESCRIPTION

THAT PART OF THE FINAL P.U.D. PLAT FOR THE HERITAGE OF DES PLAINES, (EXCEPT THAT PART DEDICATED FOR PUBLIC ROADWAY AS SHOWN ON FINAL P.U.D. PLAT FOR THE HERITAGE OF DES PLAINES) RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 18, 1993 AS DOCUMENT 93204981, A RESUBDIVISION OF PART OF LOTS 100 TO 111 IN TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:

THE NORTHERLY 150 FEET OF LOT 106 IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 107, 108, 109, 110 AND 111 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF PRAIRIE AVENUE AND ALSO EXCEPT THAT PART OF SAID LOT 111 LYING SOUTH OF PRAIRIE AVENUE AS OPENED), IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20, AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 109; THENCE SOUTH 08 DEGREES 39 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID LOTS 109, 110 AND 111, 230.00 FEET; THENCE NORTH 55 DEGREES 34 MINUTES 59 SECONDS WEST (MEASURE NORTH 55 DEGREES 32 MINUTES 28 SECONDS WEST) ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURED 23.29 FEET) TO AN INTERSECTION WITH A LINE 27.00 FEET, AS MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOTS 109 AND 110; THENCE NORTH 08 DEGREES 39 MINUTES 51 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 230.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 109; THENCE SOUTH 55 DEGREES 34 MINUTES 59 SECONDS EAST (MEASURE SOUTH 55 DEGREES 32 MINUTES 28 SECONDS EAST) ALONG THE NORTHEASTERLY LINE OF SAID LOT 109, 23.28 FEET (MEASURED 23.29 FEET) TO THE PLACE OF BEGINNING, ALL IN ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTHEASTERLY 8.0 FEET OF LOT 100 (EXCEPT THE NORTHEASTERLY 150.00 FEET THEREOF) AND LOTS 101 THROUGH 106 BOTH INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF PRAIRIE AVENUE AS RECORDED OCTOBER 30, 1942 BY DOCUMENT NUMBER 12785378) ALSO (EXCEPT THE NORTHEASTERLY 150.00 FEET OF LOTS 101, 102, 103, 104 and 106) ALL IN THE ORIGINAL TOWN OF RAND (NOW DES PLAINES), BEING A SUBDIVISION OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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8/11/2011