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This Instrument was prepared by, and after recording should be returned to:

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Winston & Strawn
35 West Wacker Drive
Chicago, IL 60601

DEPT-01 RECORDING 155.00
T0012 TRAN 0212 04/18/96 15:23:00
1124 CG *--96-293247
COOK COUNTY RECORDER

72-48-7612 D.M.P.A.

FOURTH AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

THIS FOURTH AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS ("Fourth Amendment") is made as of this 12th day of April, 1996 by CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 6, 1973 AND KNOWN AS TRUST NO. 62563 ("Mortgagor") in favor of BANK OF AMERICA ILLINOIS, an Illinois banking corporation, as the successor to Continental Bank N.A., formerly known as Continental Illinois National Bank and Trust Company of Chicago ("Mortgagee").

RECITALS:

39 12/18

A. Mortgagor executed and delivered to Mortgagee its Mortgage, dated February 3, 1984 (the "Original Mortgage") securing indebtedness evidenced by its Installment Note ("Note") dated of even date therewith and made payable to Mortgagee in the original principal amount of NINE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED NINETY-NINE AND 66/100 DOLLARS (\$994,199.66), providing for interest on the unpaid balance thereof at the rate specified therein and due and payable on or before March 6, 1988.

B. The Mortgage encumbers certain real estate described in Exhibit A attached hereto (the "Premises") and was recorded in the Office of the Cook County Recorder of Deeds on February 7, 1984 as Document No. 26960385. The Note is also secured by an Assignment of Leases and Rents (the "Original Assignment of Rents") of even date therewith, from Mortgagor to Mortgagee. The Assignment of Rents was recorded in the Office of the Cook County Recorder of Deeds on February 7, 1984 as Document No. 26960386.

C. Mortgagor executed and delivered to Mortgagee its Replacement Installment Note ("Prior Replacement Note") dated March 12, 1987, in the principal amount of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) and payable on or before March 12, 1992. Mortgagor further executed and delivered a First Amendment to Mortgage and Assignment of Rents, dated as of March 12, 1987 and recorded in the Office of the Cook County Recorder of Deeds on April 6, 1987 as Document No. 87180006 (the "First Amendment").

D. Mortgagor executed and delivered to Mortgagee its Replacement Installment Note-A ("Replacement Note-A") dated March 19, 1990, payable to the order of Mortgagee, in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) providing for interest on the unpaid principal balance thereof at the rate specified therein and due and payable on

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BOX 333-CTI

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or before December 31, 1994. Mortgagor executed and delivered to Mortgagee its Replacement Installment Note-B ("Replacement Note-B") dated March 19, 1990, payable to the order of Mortgagee, in the principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) providing for interest on the unpaid principal balance thereof at a rate specified therein and due and payable on or before December 31, 1994. Replacement Note-A and Replacement Note-B are hereinafter collectively called the "Replacement Notes" and the Replacement Notes replaced the Prior Replacement Note. Mortgagor further executed and delivered a Second Amendment to Mortgage and Assignment of Rents dated March 19, 1990 and recorded in the Office of the Cook County Recorder of Deeds on March 29, 1990 as Document No. 90139818 (the "Second Amendment").

E. Mortgagor executed and delivered to Mortgagee its Second Replacement Installment Note-A ("Second Replacement Note-A") dated March 31, 1991, payable to the order of Mortgagee, in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) providing for interest on the unpaid principal balance thereof at the rate specified therein and due and payable on or before December 31, 1994. Mortgagor executed and delivered to Mortgagee its Second Replacement Installment Note-B ("Second Replacement Note-B") dated March 31, 1991, payable to the order of Mortgagee, in the principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) providing for interest on the unpaid balance thereof at a rate specified therein and due and payable on or before December 31, 1994. Second Replacement Note-A and Second Replacement Note-B are collectively referred to as the "Second Replacement Notes", and the Second Replacement Notes replaced the Replacement Notes.

F. Mortgagor executed and delivered to Mortgagee its Third Replacement Installment Note ("Third Replacement Note") dated December 29, 1994, payable to Mortgagee, in the principal amount of SEVEN HUNDRED AND TWENTY-THREE THOUSAND FORTY-EIGHT AND 69/100 DOLLARS (\$723,048.69) providing for interest on the unpaid principal balance thereof at the rate specified therein and due and payable on or before July 31, 1998. The Third Replacement Note replaced the Second Replacement Notes. Mortgagor further executed and delivered a Third Amendment to Mortgage and Assignment of Rents dated December 29, 1994 and recorded in the Office of the Cook County Recorder of Deeds on December 30, 1994 as Document No. 04085270 (the "Third Amendment"; the Original Mortgage and the Original Assignment of Rents, as amended by the First Amendment, the Second Amendment and the Third Amendment are hereinafter respectively called the "Amended Mortgage" and the "Amended Assignment of Rents"). All capitalized terms set forth herein and not defined herein shall have the meaning ascribed thereto in the Amended Mortgage and Amended Assignment of Rents.

G. As of the date hereof, the outstanding principal balance under the Third Replacement Note is FOUR HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS (\$467,815.00).

H. Mortgagor has executed and delivered to Mortgagee its Fourth Replacement Installment Note ("Fourth Replacement Note") of even date herewith, payable to Mortgagee, in the principal amount of FOUR HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED

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FIFTEEN AND NO/100THS DOLLARS (\$467,815.00), providing for interest on the unpaid principal balance thereof at the rate specified therein and due and payable on or before October 1, 1997. The Fourth Replacement Note shall replace and be substituted for the Third Replacement Note.

I. Mortgagor and Mortgagee desire to further amend the Amended Mortgage and the Amended Assignment of Rents to reflect the terms of the Fourth Replacement Note and otherwise for the purposes herein set forth.

NOW THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals set forth above are true and correct and are incorporated by reference herein as if fully set forth.
2. The Amended Mortgage and the Amended Assignment of Rents are hereby modified effective as of the date hereof so that all references therein to the "Note" shall be deemed to refer to the Fourth Replacement Note, as well as the Tenant Credit Agreement and all other Tenant Liabilities, individually and collectively, and all extensions, modifications, substitutions and renewals of same. The Amended Mortgage and Amended Assignment of Rents shall be deemed security for the Fourth Replacement Note as well as the Tenant Credit Agreement and all other Tenant Liabilities, equally and ratably and without preference or priority of one over the other by reason of priority of maturity, negotiation or otherwise.
3. The maturity of the indebtedness secured by the Amended Mortgage and the Amended Assignment of Rents and evidenced by the Fourth Replacement Note shall be and is hereby changed from July 31, 1998 to October 1, 1997.
4. The parties hereto acknowledge that the Fourth Replacement Note is a replacement of and substitution for the Third Replacement Note. The indebtedness evidenced originally by the Third Replacement Note is a continuing indebtedness now evidenced by the Fourth Replacement Note and nothing contained in this Fourth Amendment shall be construed to deem the Fourth Replacement Note a payment or prepayment of the Third Replacement Note or a release or termination of any liens or security interest which secured payment of the Third Replacement Note.
5. Wherever in the Third Replacement Note, the Amended Mortgage, the Amended Assignment of Rents or any other instrument evidencing, securing or guaranteeing the indebtedness evidenced by the Third Replacement Note (collectively the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as modified by the Fourth Replacement Note and herein otherwise modified and amended.

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6. Mortgagor, to secure payment of principal of and interest on the loans outstanding under the Tenant Credit Agreement according to its tenor and effect, and all other Tenant Liabilities, and all other Indebtedness Hereby Secured (as defined in the Amended Mortgage) and the performance and observance of all of the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and of the sum of TEN DOLLARS (\$10.00) paid by Mortgagee to Mortgagor, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, AND CONVEY unto Mortgagee, its successors and assigns forever, the real estate situated, lying and being in the City of Des Plaines, Cook County, Illinois, legally described in Exhibit A attached hereto and made a part hereof (which together with the property mentioned in the next succeeding paragraphs hereto, is called the "Premises");

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, gores of land, streets, avenues and alleys adjoining the aforesaid real estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, emblements, passages, waters, water courses, riparian rights, zoning variances and exceptions, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the aforesaid real estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainder and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all monies on deposit for the payment of real estate taxes and/or special assessments against the Premises or the aforesaid real estate, or for the payment of premiums on policies of fire or other hazard insurance covering all or any of the Premises, the aforesaid real estate or the other Collateral (as defined in the Amended Mortgage) and all proceeds of any award or claim for damages to any or all of the Premises, the aforesaid real estate or the other Collateral due to casualty loss;

TOGETHER with all right, title, estate and interest of Mortgagor in and to the Premises, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after the occurrence of an Event of Default (as defined in the Amended Mortgage);

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking

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by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby designates Mortgagee as its agent and directs and empowers Mortgagee, at the option of Mortgagee, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured, all subject to the provisions of Paragraph 10 of the Original Mortgage; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon (whether or not installed on the Premises), all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the aforesaid real estate, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or forming a part of or used or intended to be used in connection with the aforesaid real estate or the operation and convenience of any buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation or for the convenience of the aforesaid real estate or any buildings and improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot-and-cold water equipment and systems), and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said buildings and improvements in any manner, it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the aforesaid real estate shall, so far as permitted by law, be deemed to be fixtures, a part of the aforesaid real estate, and security for the Indebtedness Hereby Secured.

Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the aforesaid real estate encumbered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of the aforesaid articles or sums may constitute goods, equipment or any other category of collateral (as said terms are used in the Uniform Commercial Code), this instrument shall

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constitute a security agreement creating a security interest in such goods, equipment and other collateral, and any proceeds thereof, as collateral hereunder, and Mortgagor hereby grants a security interest in such goods, equipment, and other collateral, and any proceeds thereof, to Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as is more particularly set forth in Paragraph 17 of the Original Mortgage;

TO HAVE AND TO HOLD the Premises and the other collateral described above, with the appurtenances, and fixtures, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default; Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if the Tenant or Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then the Amended Mortgage, as amended hereby, and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

7. Except as modified by this Fourth Amendment, the Amended Mortgage and the Amended Assignment of Leases shall remain unmodified and in full force and effect.
8. This Fourth Amendment may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute one and the same instrument.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Fourth Amendment to Mortgage and Assignment of Rents to be duly executed the day and year first above written.

BANK OF AMERICA ILLINOIS, successor to Continental Bank N.A., f/k/a Continental Illinois National Bank and Trust Company of Chicago

By: Steven K. Kepler
Title: Vice President

ATTEST:

By: Maureen D. Patten
Title: BANKING DEPARTMENT

THE CHICAGO TRUST COMPANY, formerly known as ^{TRUST CO}
CHICAGO TITLE AND TRUST COMPANY, as trustee under Trust Agreement dated July 6, 1973 and known as Trust No. 62563 and not personally

By: Carly J. Pughenell
Title: Asst. Vice President

ATTEST: Charlotte Smith
Title: ASST. SECRETARY



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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

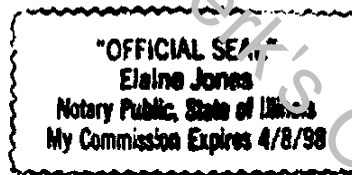
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the
aka THE CHICAGO TRUST COMPANY
CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such 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 Company for the uses and purposes therein set forth; and the said Assistant
Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate
seal of said Company, caused the corporate seal of said Company to be affixed to said instrument
as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said
Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of April, 1996.



Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sharon L. Sadilek, a Notary Public in and for said

County aforesaid, DO HEREBY CERTIFY, that Steven K. Kessler and Maureen D. Petti of

the within named BANK OF AMERICA ILLINOIS, an Illinois banking corporation, as successor to Continental Bank N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Banking Officer

respectively, and to me personally known to be such officers of said corporation, 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 deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of April, 1996.

Sharon L. Sadilek
Notary Public

My Commission Expires: 9-30-97

"OFFICIAL SEAL"
SHARON L. SADILEK
Notary Public, State of Illinois
My Commission Expires 9-30-97

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST 257 FEET (MEASURED AT RIGHT ANGLES) OF LOTS 3 AND 4 LYING NORTH OF THE NORTH LINE OF SANTA ROSA DRIVE RECORDED AS DOCUMENT 19466917 AND LYING SOUTH OF THE NORTH 128.23 FEET OF SAID LOT 3 IN BAIRD AND WARNER'S O'HARE INDUSTRIAL PARK SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 09-31-200-012
Common Street Address: 520 Santa Rosa Drive
Des Plaines, Illinois

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