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This instrument was prepared by (and after recording mail to):  
James D. Chiafullo, Esq.  
Thorp, Reed & Armstrong  
One Riverfront Center  
Pittsburgh, PA 15222

97230001

. DEPT-01 RECORDING \$37.00  
. T#0012 TRAN 4509 04/02/97 14:58:00  
. #0798 † CG \*-97-230001  
. COOK COUNTY RECORDER

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## ASSUMPTION, AFFIRMATION AND FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

MADE as of the 25<sup>th</sup> day of March, 1997, by and between SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian company (the "Grantor") and the COMMONWEALTH OF PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM (the "Secured Party").

WITNESSETH THAT:

WHEREAS, LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1992, and known as Trust No. 116878 ("Trustee"), and Foster/Pulaski Limited Partnership, an Illinois limited partnership ("Beneficiary") (collectively, "Seller"), executed and delivered a Mortgage Note dated March 31,

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1993 (the "Mortgage Note"), pursuant to which the Secured Party made a \$9,000,000 mortgage loan (the "Loan") to Seller; and

WHEREAS, in accordance with the provisions of the Mortgage Note, Seller executed and delivered that certain Mortgage and Security Agreement in favor of Secured Party, dated as of March 31, 1993 and recorded April 16, 1993, in the Office of the Recorder of Deeds of Cook County, Illinois, at index number 93281621 (the "Mortgage") granting a first priority security interest and lien to Secured Party on that certain real estate of Seller which is described on Exhibit "A" hereto (the "Property"), in order to secure the payment of the principal of and interest on the Loan; and

WHEREAS, Seller has sold all of its right, title and interest to Grantor in the Property, and Grantor has assumed all of Seller's obligations as borrower under the Loan and the Mortgage Note and desires to assume the obligations of Seller under the Mortgage in accordance with the terms hereof on a prospective non-recourse basis; and

WHEREAS, the Grantor and the Secured Party have agreed to execute and deliver that certain Assumption, Affirmation and First Amendment to Mortgage Note dated of even date herewith ("First Amendment"), pursuant to which the Secured Party agreed to permit the Grantor to assume the Loan and the obligations of Seller under that certain Mortgage Note on a prospective non-recourse basis; and

WHEREAS, the Grantor and the Secured Party desire to amend the Mortgage to incorporate the terms of the First Amendment and to

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confirm that the Mortgage secures the Loan and the Mortgage Note and all other obligations of the Grantor to the Secured Party.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The definition of "Borrowers Liabilities" contained on pages 1 and 2 of the Mortgage shall include, in addition to all other items of "Borrowers Liabilities" set forth on page 1 and 2 of the Mortgage, all advances made by Secured Party to Grantor under the Mortgage Note as assumed, affirmed and amended by the First Amendment and all amounts paid by Secured Party to or advanced on behalf of or by Secured Party to Grantor under the Mortgage Note in connection with the Mortgage Note as amended by the First Amendment.

2. The Mortgage as amended hereby is given for the purpose of securing loan advances which Secured Party may make to Grantor pursuant and subject to the terms and provisions of the Mortgage Note as amended, which Mortgage Note as amended is incorporated herein and made a part hereof by this reference. The parties hereto intend that, in addition to any other obligations secured hereby, the Mortgage as amended hereby shall secure unpaid balances of advances made to or on behalf of Grantor after this Assumption, Affirmation and First Amendment to Mortgage and Security Agreement is delivered to the Recorder of Deeds of Cook County, Illinois, for record, whether made pursuant to an obligation of Secured Party or otherwise.

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3. Grantor, for itself, its successors and assigns, assumes the obligations of Seller as the grantor under the Mortgage, affirms its obligations as Grantor under the Mortgage, reaffirms the Mortgage in its entirety, and covenants to perform any and all obligations, promises and covenants of Grantor contained in the Mortgage; provided, that (i) the foregoing assumption shall be subject to Section 4.13 of the Mortgage, (ii) Sun Life shall have not have personal liability for any matter which occurred prior to the date of recording of this Amendment and (iii) Sun Life acknowledges that it shall be personally liable for, and will promptly account to SERS for all rents, issues, profits and income derived from the Mortgaged Property which are received by Sun Life and not properly expended by Sun Life in connection with the restoration or operation of the Mortgaged Property, that accrue from and after the occurrence of an Event of Default.

4. The Mortgage is hereby amended by deleting reference to Mark Tanquay, Patrick Burke, Steven Stratton, James Kartheiser and Thomas Zumm in Section 1.19 thereof.

5. Section 4.2 of the Mortgage shall be amended by deleting it in its entirety and inserting in its stead the following:

4.2 Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Borrower to Mortgagee shall be directed to Borrower or Mortgagee as the case may be at the following addresses:

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If to Mortgagee: Legg Mason Real Estate Services  
Philadelphia Regional Office  
Corporate Headquarters  
Mellon Bank Center, 12th Floor  
1735 Market Street  
Philadelphia, PA 19103-7501  
Attn: Kenneth R. Moyer

With a copy to: Chief Counsel and Chief  
Investment Officer  
Commonwealth of Pennsylvania  
State Employees' Retirement System  
30 North Third Street  
Harrisburg, PA 17108-1147

With a copy to: Julian, Toft & Downey, Inc.  
Three First National Plaza  
54th Floor  
Chicago, IL 60602  
Attn: Michael Goldman

With a copy to: Thorp, Reed & Armstrong  
One Riverfront Center  
Pittsburgh, PA 15222  
Attn: James D. Chiafullo, Esq.

If to Borrower: Sun Life Assurance Company of  
Canada  
One Sun Life Executive Park  
Wellesby Hills, MA 02181  
Attn: Chief Financial Officer

With a copy to: Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street, Suite 3700  
Chicago, IL 60603  
Attn: Stephen B. Bell, Esq.

6. Except as expressly amended hereby, all of the terms, provisions and conditions of the Mortgage shall remain in full force and effect and shall be applicable hereto and are incorporated herein by reference thereto and made a part hereof.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Assumption, Affirmation and First Amendment to Mortgage and Security Agreement as of the day and year first above written.

SUN LIFE ASSURANCE COMPANY OF CANADA

By *John H. Hollaway*  
Title \_\_\_\_\_ for PRESIDENT

By *John E. McNeill*  
Title \_\_\_\_\_ for SECRETARY

COMMONWEALTH OF PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM

By: Legg Mason Real Estate Services, Inc.,  
Agent

By *Ann K. King*  
Title *Exec. President*

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IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Assumption, Affirmation and First Amendment to Mortgage and Security Agreement as of the day and year first above written.

SUN LIFE ASSURANCE COMPANY OF CANADA

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA STATE  
EMPLOYES' RETIREMENT SYSTEM

By: Legg Mason Real Estate Services, Inc.,  
Agent

By *Kimberly H. Mays*  
Title *Vice President*

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State of Massachusetts )  
County of Norfolk )

On this 27th day of March, 1997 before me appeared Julia H. Holloway and John Mulvihill both to me known to be acting for the President and Secretary respectively of the Sun Life Assurance Company of Canada, the corporation that executed the annexed instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Wendy Jean Gallagher*  
Wendy Jean Gallagher, Notary Public  
My Commission expires: June 19, 2003

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COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Philadelphia )

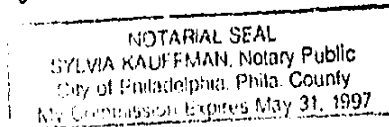
SS:

ON THIS, the 29th day of March, 1997, before me, the undersigned officer, personally, appeared Kenneth L. Noyes who acknowledged himself to be the Vice President of Legg Mason Real Estate Services, Inc., and that he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sylvia Kauffman  
Notary Public

My Commission Expires:



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