

DEPT-01 RECORDING \$39.50  
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#7505 : RH \*-97-351078  
COOK COUNTY RECORDER

(Space reserved for Recorder's use)

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

399

This SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 14th day of May, 1997, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated November 3, 1988 and known as Trust No. 106876-06 (the "Trust") and EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), being the sole beneficiary of the Trust (the Trust and the Beneficiary hereinafter are referred to individually as "Mortgagor" and collectively as "Mortgagors"), whose mailing address is c/o Mark IV Realty, Inc., 400 North Franklin Street, Chicago, Illinois 60610, to and for the benefit of FINOVA CAPITAL CORPORATION, a Delaware corporation formerly known as Greyhound Financial Corporation ("Mortgagee"), whose mailing address is 1850 North Central Avenue, Phoenix, Arizona 85004.

**RECITALS**

A. Mortgagors and Mortgagee entered into that certain Loan Agreement dated as of December 26, 1990 (the "Original Loan Agreement"), pursuant to which Mortgagee made loans and other financial accommodations to Mortgagors, subject to the terms and conditions set forth in the Original Loan Agreement.

97051078

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

Michael A. Jacobson, Esq.  
Katten Muchin & Zavis  
525 West Monroe Street, Suite 1600  
Chicago, Illinois 60661

Common Address of Premises:

1824-1854 Bealy Court  
Chicago, Illinois

Tax Identification Nos.:

14-32-300-004  
14-32-300-005  
14-32-300-006

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B. As security for its obligations under the Original Loan Agreement, Mortgagors delivered to Mortgagee, among other things, that certain (i) Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 26, 1990 (the "Original Mortgage"), made by Mortgagors for the benefit of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on December 28, 1990, as document number 90627301, as amended by the First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents dated as of March 20, 1996 (the "First Amendment to Mortgage"), made by Mortgagors for the benefit of Mortgagee and recorded in the Recorder's Office on April 4, 1996 as document number 96257353 (the Original Mortgage, as amended by the First Amendment to Mortgage, hereinafter is referred to as the "Mortgage"), which Mortgage encumbers, among other things, the real estate and improvements thereon and legally described on Exhibit A attached hereto (the "Mortgaged Property"), (ii) UCC financing statement naming the Trust, as debtor, filed with the Recorder's Office on December 28, 1990, as document number 90-U26738, continued by financing statement number 95-U10853 filed with the Recorder's Office on August 28, 1995, which financing statement encumbers, among other things, the fixtures on the Mortgaged Property, (iii) UCC financing statement naming the Beneficiary, as debtor, filed with the Recorder's Office on December 28, 1990, as document number 90-U26737, continued by financing statement number 95-U10169 filed with the Recorder's Office on August 9, 1995, which financing statement encumbers, among other things, the fixtures on the Mortgaged Property and (iv) UCC financing statement naming the Trust, as debtor, filed with the Registrar of Torrens Titles on January 3, 1991, as document number 3936206, deregistered by financing statement number 95-877977 filed with the Recorder's Office on December 18, 1995.

C. The Original Loan Agreement was amended by the First Amendment to Loan Agreement and Other Loan Instruments dated as of April 16, 1991 (the "First Amendment") and further amended by the Second Amendment to Loan Agreement and Other Loan Instruments dated as of March 20, 1996 (the "Second Amendment").

D. Concurrently herewith, Mortgagors and Mortgagee are entering into the Third Amendment to Loan Agreement and Other Loan Instruments (the "Third Amendment") (the Original Loan Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, hereinafter is referred to as the "Loan Agreement"), pursuant to which, among other things, Mortgagee has agreed to advance an additional \$660,637 to Mortgagors on the terms and conditions set forth in the Third Amendment.

E. One of the conditions precedent to the effectiveness of the Third Amendment is that Mortgagors shall have executed and delivered this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference.

Modification to Mortgage. The first two sentences of Section A of the Mortgage are substituted in their entirety and the following sentences are substituted therefor:

"A. The Mortgagors and Mortgagee have entered into a certain Loan Agreement dated as of December 26, 1990 (the "Original Loan Agreement"), as amended by the First Amendment to Loan Agreement and Other Loan Instruments dated as of April 16, 1991 (the "First Amendment"), as further amended by the Second Amendment to Loan Agreement and Other Loan Instruments dated as of March 20, 1996 (the "Second Amendment"), and as further amended by the Third Amendment to Loan Agreement and Other Loan Instruments dated as of May 14, 1997 (the "Third Amendment") (the "Loan Agreement", as amended, hereinafter referred to as the "Loan Agreement"), pursuant to which Mortgagee made the Original Loan to Mortgagors (the outstanding principal balance of which as of the terms and conditions contained in the original principal amount of \$660,637, upon the Closing Date is \$1,826,279.70) and has agreed to make the Third Amendment Advance to Mortgagors in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) made by the Mortgagors, jointly severally, and payable to the order of and delivered to Mortgagee (such Note, together with all notes issued in substitution or exchange thereof and/or as any of the foregoing may be amended, modified or supplemented from time to time hereafter, herein referred to as the "Original Note") and (ii) a Third Amendment Advance Note of May 14, 1997 in the original principal amount of Six Hundred Sixty Thousand and No/100 Dollars (\$660,637) made by Mortgagors, jointly severally, and payable to the order of and delivered to Mortgagee (such Note, together with all notes issued in substitution or exchange thereof and/or as any of the foregoing may be amended, modified or supplemented from time to time hereafter, herein referred to as the "Third Amendment Advance Note" and, collectively as the "Note")."

3. References. From and after the date hereof, all references to the Original Note, hereafter are referred to collectively as the "Note."

4. Ratification of Liability. Except as set forth herein, the terms and agreements of Mortgagors under the Mortgage remain in full force and effect with their respective terms. Mortgagors hereby ratify and confirm their obligations and agreements under the Mortgage, and acknowledge that (i) they have set-offs to the enforcement by Mortgagee of such liabilities, obligations or claims against Mortgagee, and (ii) other than as specifically set forth herein, Mortgagee has fully performed all obligations to Mortgagors, which Mortgagee has on and as of the date hereof and (iii) other than as specifically set forth herein, Mortgagee has waived, diminished or limited any term or condition contained in the Mortgage.

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5. **No Custom.** Mortgagee's agreement to amend the Mortgage as set forth in this Amendment shall not establish a custom or waive, limit or condition the rights and remedies of Mortgagee under the Mortgage, all of which rights and remedies expressly are reserved, except as expressly provided in this Amendment.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original part, all of which when taken together, shall be deemed to be one and the same instrument.

7. **Trustee Exculpation.** This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now and hereafter claiming any right or security hereunder.

(remainder of page intentionally left blank)

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto on the date first set forth above.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally but  
solely as Trustee as aforesaid

By: [Signature]  
(Print Name) \_\_\_\_\_  
(Print Title) VP

Attest: [Signature]  
(Print Name) EILEEN E. BEARD  
(Print Title) ASSISTANT SECRETARY

EXOHO ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited partnership

By: Mark IV Realty, Inc., an Illinois  
corporation, a general partner

By: [Signature]  
John L. Marks  
President

By: JLM Realty, Inc., an Illinois corporation,  
a general partner

By: [Signature]  
John L. Marks  
President

FINOVA CAPITAL CORPORATION, a  
Delaware corporation formerly known as  
Greyhound Financial Corporation

By: \_\_\_\_\_  
Jeffrey S. Kilrea  
Vice President

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto on the date first set forth above.

**AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO**, not personally but  
solely as Trustee as aforesaid

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
(Print Title) \_\_\_\_\_

Attest: \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
(Print Title) \_\_\_\_\_

**EXOHO ASSOCIATES LIMITED  
PARTNERSHIP**, an Illinois limited partnership

By: Mark IV Realty, Inc., an Illinois  
corporation, a general partner

By: \_\_\_\_\_  
John L. Marks  
President

By: JLM Realty, Inc., an Illinois corporation,  
a general partner

By: \_\_\_\_\_  
John L. Marks  
President

**FINOVA CAPITAL CORPORATION**, a  
Delaware corporation formerly known as  
Greyhound Financial Corporation

By: David A. Meier  
David A. Meier  
Vice President

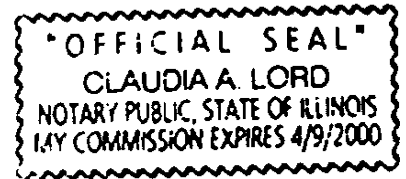
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STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 30<sup>th</sup> day of April, 1997, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared *John L. Merks*, to me known to be the President of Mark IV Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

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

*Claudia A. Lord*  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for said State and County  
 My commission expires: 4/9/2000

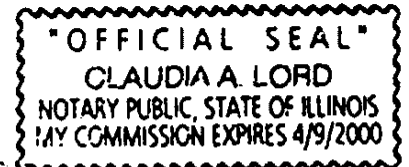


STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 30<sup>th</sup> day of April, 1997, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared *John L. Merks*, to me known to be the President of JLM Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

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

*Claudia A. Lord*  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for said State and County  
 My commission expires: 4/9/2000



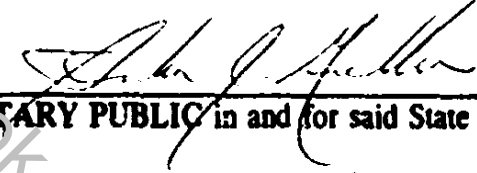
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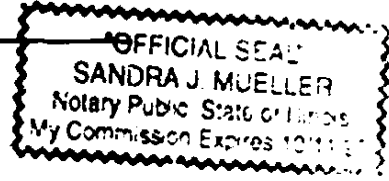
STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

On this 29 day of April, 1997, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared *David A. Meier*, to me known to be a Vice President of FINOVA Capital Corporation, a Delaware corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is a Vice President of said corporation as above designated, that the signature to said instrument was made by a Vice President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

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

  
\_\_\_\_\_  
NOTARY PUBLIC in and for said State and County

My commission expires: \_\_\_\_\_



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 30<sup>th</sup> day of April, 1997, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared [redacted] and [redacted], to me known to be the same persons whose names are subscribed to the foregoing instrument as such [redacted] and ASSISTANT [redacted], respectively, of American National Bank and Trust Company of Chicago (the "Bank"), and in person and severally acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth; and the said [redacted] then and there acknowledged that [redacted], as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as [redacted] own free and voluntary act and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth.

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

Cynthia K. Harris  
NOTARY PUBLIC in and for said State and County  
My commission expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION

#### COOK COUNTY, ILLINOIS

LOTS 34 TO 44, BOTH INCLUSIVE, AND LOT 45 (EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING A STRIP ON REAR OF SAID LOTS MARKED "RESERVED FOR ALLEY" UPON PLAT OF SAID SUBDIVISION OF BLOCK 20, RECORDED OCTOBER 22, 1856, IN BOOK 125 OF MAPS, PAGES 37 AND 38 (EXCEPT FROM SAID PREMISES ANY PORTION THEREOF USED OR OCCUPIED FOR RAILROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

Common Address of Premises:

1824-1854 Besly Court  
Chicago, Illinois

Tax Identification Numbers:

14-32-300-004  
14-32-300-005  
14-32-300-006

• DOCUMENT #: CH0005A (36404-00207-7) 258346.1; DATE: 04/30/97/TIME: 9:51 •

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