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Address of Premises:

Combined Centre Office Buildings;
500, 555 and 707 Skokie Boulevard;
Northbrook, Illinois

Permanent Tax Number:

04-02-402-030 Volume 31
500 Skokie Boulevard

04-02-412-023
555 Skokie Boulevard

04-02-424-034
707 Skokie Boulevard

COOK COUNTY

05/29/97

0006 NEW 10:04

RECORDIN 5 31.00

97377741 #

05/29/97

0006 NEW 10:04



97377741

AMENDMENT TO PROMISSORY NOTE AND TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT

This Amendment to Promissory Note and to Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement (this "Amendment (A)") is made as of the 13th day of May, 1997, by and between COMBINED CENTRE RPFIII ASSOCIATES LIMITED LIABILITY COMPANY, a Delaware limited liability company ("Mortgagor"), and GE INVESTMENT REALTY PARTNERS III, LIMITED PARTNERSHIP, a Delaware limited partnership ("Mortgagee").

RECITALS

- A. Mortgagee made a loan to Mortgagor which is evidenced by a Promissory Note with an original face amount of \$23,800,000.00, dated as of January 7, 1997, made by Mortgagor to the order of Mortgagee ("Note"), and which is secured by a Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement, dated as of January 7, 1997, which encumbers the Premises in Cook County Illinois, more fully described in the Mortgage (including the Land described on Exhibit A attached hereto), and which was recorded in the Office of the County Recorder of Cook County, Illinois on January 10, 1997, as Document No. KB97-024287 ("Mortgage").
- B. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Note or the Mortgage.
- C. The face amount of the Note is being reduced as of the date hereof by reason of the making of a loan (the "Senior Creditor Loan") made to Mortgagor by Provident Life and Health Insurance Company, a Missouri corporation (the "Senior Creditor"), which is evidenced by a Promissory Note dated as of the date hereof in the original face amount of \$16,200,000.00 (the "Senior Creditor Note") and secured by a Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of the date hereof which encumbers the Premises (the "Senior Creditor Mortgage").

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AGREEMENTS

In consideration of the foregoing recitals, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The "Maturity Date" under the Note is extended from January 10, 2002 to May 10, 2002.
2. By reason of the making of the Senior Creditor Loan, as of the date of the funding of the Senior Creditor Loan the face amount of the Note (for the purposes of the Note and for purposes of the description of the Note in the Mortgage) is amended to be \$7,600,000.00.
3. The lien of the Senior Creditor Mortgage and all other liens which secure the Senior Creditor Note and the Senior Creditor Loan shall constitute permitted mortgages, liens, charges and encumbrances pursuant to the Mortgage, notwithstanding any contrary provision of Paragraphs 4A or 17 of the Mortgage.
4. Any default which continues beyond the expiration of any applicable grace or cure period under the Senior Creditor Note or the Senior Creditor Mortgage, or under any other instrument which evidences or secures the Senior Creditor Loan, shall constitute a Default under the Note and the Mortgage without necessity of any notice, grace or cure period under the Mortgage with respect to such Default.
5. The principal amounts of \$162,000.00 and \$324,000.00 were advanced under the Note on, respectively, February 18, 1997 and April 14, 1997, will be repaid in connection with the making of the Senior Creditor Loan and will be subject to readvance in accordance with the Note and the Mortgage.
6. Except as modified hereby, the Note and the Mortgage shall remain unmodified and in full force and effect.

In Witness Whereof, Mortgagor and Mortgagee have executed this Amendment as of the date first above written.

MORTGAGOR

MORTGAGEE

**COMBINED CENTRE RPFIII ASSOCIATES
LIMITED LIABILITY COMPANY**

**GE INVESTMENT REALTY PARTNERS II,
LIMITED PARTNERSHIP**

BY: Columbia Centre RPFIII Realty Corporation,
Managing Member

BY: GE Investment Management Incorporated,
General Partner

By: 
 Name: Michael J. Strone
 Title: Executive Vice President

By: 
 Name: Michael J. Strone
 Title: Vice President

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STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

I, CORINNE BASTA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL J. STRONG personally known to me to be the J.P. of COLUMBIA CENTRE RPFIII REALTY CORPORATION, a Delaware corporation, as Managing Member of COMBINED CENTRE RPFIII ASSOCIATES LIMITED LIABILITY COMPANY, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as J.P. of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, on behalf of said limited liability company as the free act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of MAY, 1997.

CORINNE BASTA
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 01, 2000

Corinne Basta
Notary Public

My Commission Expires: 8-31-00

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

I, CORINNE BASTA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL J. STRONG personally known to me to be the J.P. of GE INVESTMENT MANAGEMENT, INC., a Delaware corporation and General Partner of GE INVESTMENT REALTY PARTNERS III, LIMITED PARTNERSHIP, a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as J.P. of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, on behalf of said partnership as the free act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of MAY, 1997.

CORINNE BASTA
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 01, 2000

Corinne Basta
Notary Public

My Commission Expires: 8-31-00

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-28-2013 BY 60322/UC/STP

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-28-2013 BY 60322/UC/STP

EXHIBIT "A"

TO

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FINANCING STATEMENT**

The Land

Parcel I (550 Skokie Boulevard):

Lot 2 in Lane Park Subdivision in the South East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II (550 Skokie Boulevard):

A Permanent non-exclusive easement for parking purposes as created by easement dated April 19, 1985 and recorded May 17, 1985 as Document 85025180, on, over and across that part of Lot 3 in Lane Park Subdivision in the Southeast 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which part of said Lot is bounded and described as follows: Beginning at the Northwestern corner of said Lot 3 and running thence East along the North line of said Lot 3 a distance of 152.04 feet, thence Southwesterly along a line which is perpendicular to the Westerly line of said Lot 3 a distance of 136.06 feet to a point on said Westerly line; thence Northwesterly along said Westerly line a distance of 67.85 feet to the point of beginning.

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Parcel III (555 Skokie Boulevard):

Lot 3 in Northwood Edens, a Subdivision of part of Hughes, Brown, Moore Corporation Resubdivision of United Realty Company's Dundee Road Subdivision in the Southeast 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian (except that part of said Lot 3) described as follows:

Beginning at the Southeast corner of said Lot 3; thence Westerly along the center line of vacated Maple Hill Drive, on a curve to the left having a radius of 524.13 feet, a distance of 410.77 feet to a point of tangency; thence continuing along said center line, tangent to the last described curve, taken as being South 66 Degrees, 15 Minutes, 30 Seconds West, for this description, a distance of 22.22 feet to the Northeasterly line of Skokie Boulevard, being the Southwesterly line of said Lot 3, or the Southeasterly extension of said Southwesterly line; thence along said Northeasterly line of Skokie Boulevard, taken as being North 26 Degrees, 07 Minutes, 00 Seconds West, for this description, a distance of 65 feet; thence parallel to and 65 feet Northwesterly of the aforesaid center line of vacated Maple Hill Drive, North 66 Degrees, 15 Minutes, 30 Seconds East, a distance of 29.28 feet to a point of curve; thence concentric with and 65 feet Northerly of said center line, on

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a curve to the right having a radius of 589.13 feet, a distance of 231.87 feet to a point, said point being 128 feet Southwesterly from, measured at right angles to, the Northeasterly line of said Lot 3; thence parallel to and 128 feet Southwesterly of said Northeasterly line of Lot 3, North 26 Degrees, 06 Minutes, 00 Seconds West, a distance of 49.84 feet; thence at right angles to the last described line, North 63 degrees, 54 Minutes, 00 Seconds East, a distance of 128 feet to a point in the aforesaid Northeasterly line of Lot 3; thence along said Northeasterly line of Lot 3, South 26 Degrees, 06 Minutes, 00 Seconds East, a distance of 95.40 feet to an angle point; thence continuing along said Northeasterly line, South 26 Degrees 45 Minutes 00 Seconds East, a distance of 129.60 feet to the point of beginning; in Cook County, Illinois.

Parcel IV (555 Skokie Boulevard Frontage Road Portion):

That part of an area commonly known as Frontage Road (also known as Henrici Drive) being that part of Block 11 in Hughes-Brown-Moore Corporation's Resubdivision of United Realty Company's Dundee Road Subdivision in the Southeast 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded June 21, 1927 as Document No. 9692524, described as follows: Beginning at the most Northerly corner of Lot 3 in Northwood Edens, a subdivision in the Southeast 1/4 of Section 2, aforesaid, according to the Plat thereof recorded January 12, 1968 as Document No. 20377823; thence Northeasterly along the Northeasterly extension of the Northwesterly line of said Lot 3, 69.0 feet; thence Southeasterly along a line parallel with the Northeasterly line of said Lot 3, 268.29 feet; thence Southwesterly along a line parallel with the Northwesterly line of said Lot 3, 69.0 feet to an intersection with the Northeasterly line of said Lot 3; thence Northwesterly along the Northeasterly line said Lot 3, 268.29 feet to the place of beginning, in Cook County, Illinois.

Parcel V (707 Skokie Boulevard):

Lot 1 in 707 consolidated Subdivision, being a resubdivision of part of the Southeast 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel VI (707 Skokie Boulevard Frontage Road Portion):

That part of the East 1/2 of the Southeast 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the most Northerly corner of Lot 1 in 707 Consolidated Subdivision, being a resubdivision of part of the Southeast 1/4 of Section 2, aforesaid; thence North 63 Degrees 27 Minutes 13 Seconds East along the Northeasterly extension of the Northwesterly line of said Lot 1, 69.55 feet; thence South 26 Degrees 29 Minutes 35 Seconds East 292.80 feet; thence south 24 Degrees 38 Minutes 13 Seconds East, 94.41 feet; thence South 13 Degrees 24 Minutes 33 Seconds East, 100.37 feet; thence South 05 Degrees 16 minutes 30 Seconds East, 100.15 feet; thence South 02 Degrees 12 Minutes 33 Seconds East, 82.27 feet to an intersection with an Easterly extension of the South line of said Lot 1; thence North 89 Degrees 19 Minutes 56 Seconds West along said last described line, 63.43 feet to the Southeast corner of said Lot 1; thence North 00 Degrees 49 Minutes 56 Seconds West along the East line of said Lot 1, 195.60 feet to a corner of said Lot 1; thence North

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26 Degrees 44 Minutes 37 Seconds West along the Northeasterly line of said Lot 1, 447.95 feet to the place of beginning, in Cook County, Illinois.

Address of Premises: Combined Centre Office Buildings, 500, 555 and 707 Skokie Boulevard, NorthBrook, Illinois

Permanent Tax Number: 04-02-402-030 Volume 131
Affects Parcel I

04-02-412-023
Affects Parcel III

04-02-424-034
Affects Parcel V

RETURN TO: MTS
TICOR TITLE INSURANCE
203 N. LA SALLE, STE. 1400
CHICAGO, IL 60601
RE 211674-14

BOX 15
MTS

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