

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO

Alan H. Garfield  
GARFIELD & MEREL, LTD.  
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Chicago, IL 60606

COMMON ADDRESS:  
491 Lake Cook Road  
Deerfield, IL 60015

TAX IDENTIFICATION NO.  
04-04-101-026-0000



91679747

THIRD AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES AND RENTS

THIS THIRD AMENDMENT AGREEMENT is entered into as of the 20<sup>th</sup> day of December, 1997 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated April 1, 1975 and known as Trust No. 90763 ("Trustee"), DEERFIELD RECREATION ASSOCIATES, LTD., an Illinois limited partnership and the sole beneficiary of Trust of which Trustee is Trustee ("Beneficiary") (Trustee and Beneficiary are hereinafter referred to as the "Borrowers") and FIRST MIDWEST BANK, NATIONAL ASSOCIATION, formerly known as First Midwest Bank/Deerfield, N.A. ("Lender").

R E C I T A L S:

A. WHEREAS, Beneficiary, and Trustee, as applicable, and Lender entered into a certain Loan and Security Agreement dated October 26, 1989 (the "Loan Agreement") pursuant to which, among other things, Lender agreed to make three (3) loans (the "Original Loans") to Beneficiary evidenced by three (3) separate Secured Promissory Notes in the stated principal amounts of \$4,000,000.00, \$1,000,000.00 and \$300,000.00, respectively (collectively, the "Notes"), all on the terms and conditions described in the Loan Agreement. The Original Loans were secured by, among other things, certain collateral described in the Loan Agreement, by a Mortgage and Security Agreement dated October 26, 1989 executed by Borrowers in favor of Lender which was recorded in the Office of the Cook

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County Recorder of Deeds on October 27, 1989 as Document No. 89512803 encumbering certain property legally described on Exhibit "A" attached hereto (the "Mortgage"), and by an Assignment of Rents and Leases dated October 26, 1989 executed by Borrowers in favor of Lender which was recorded in the Office of the Cook County Recorder of Deeds on October 27, 1989 as Document No. 89512804 ("Assignment of Leases") and by a Security Assignment of Beneficial Interest in Land Trust dated April 30, 1994 ("ABI"). The Original Loans were guaranteed by a certain Guaranty dated October 26, 1989 ("Guaranty") executed by Hazel Gitlitz ("Guarantor") in favor of Lender. The Notes, Loan Agreement, Mortgage, Assignment of Rents, ABI, Guaranty, and all other documents that evidence or secure the Notes are hereinafter collectively referred to as the "Loan Documents."

B. WHEREAS, the Loan Documents were amended on or about April 30, 1992 by the execution of an Amended and Restated Secured Promissory Note of Borrower in the original principal amount of \$4,498,369.04 ("Amended Note") and the Amendment to Loan and Security Agreement and Security Assignment of Beneficial Interest in Land Trust ("Amended Loan Agreement"), that certain Amendment to Mortgage and Security Agreement and Assignment of Leases and Rents dated April 30, 1992 in favor of Lender ("Amendment to Mortgage and Assignment of Rents") which was recorded in the office of the Cook County Recorder of Deeds on May 7, 1992 as Document No. 92311436, and other documents amending and modifying the Loan Documents (the aforesaid collectively referred to as ("First Amended Loan Documents").

C. WHEREAS, the Loan Documents were amended on or about December 7, 1995 by the execution of a Second Amended and Restated Secured Promissory Note ("Second Amended Note") in the principal amount of \$5,438,170 due and payable on December 26, 2000, Second Amendment to Loan and Security Agreement and Assignment of Beneficial Interest in Land Trust ("Second Amendment to Loan Agreement"), Second Amendment to Mortgage and Security Agreement and Assignment of Leases and Rents in favor of Lender ("Second Amendment to Mortgage and Assignment of Rents") dated December 7, 1995 and recorded in the office of the Cook County Recorder of Deeds on December 12, 1995 as Document Number 95-862646 and other documents amending and modifying the Loan Documents all of the aforesaid collectively referred to as "Second Amended Loan Documents". The Loan Documents, First Amended Loan Documents and Second Amended Loan Documents are hereinafter collectively referred to as the "Amended Loan Documents".

D. WHEREAS, Lender has loaned Beneficiary an additional \$250,000 evidenced by a Promissory Note dated December 20, 1996 ("Promissory Note") and the parties desire such to be included in the definition of the "Indebtedness Secured hereby" as set forth in the Amended Mortgage (hereinafter deemed to include the Mortgage, Amendment to Mortgage and Assignment of Rents and the Second Amendment to Mortgage and Assignment of Rents and the Second

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Amendment to Mortgage and Assignment of Rents) and the Assignment of Rents, as amended.

NOW, THEREFORE, in consideration of the terms and conditions hereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and Borrowers agree as follows:

1. The Amended Mortgage is hereby amended and modified as follows:
  - a. All references in the Amended Mortgage to the Notes, Amended Note or Second Amended Note shall be deemed to include the Promissory Note and all renewals and extensions thereof. All references in the Amended Mortgage to the "Indebtedness Secured Hereby" shall be deemed to include the loan evidenced by the Promissory Note.
2. The Assignment of Leases, as amended by the Amendment to Mortgage and Assignment of Rents and Second Amendment to Mortgage and Assignment of Rents, be and is hereby amended and modified as follows:
  - a. All references in the Assignment of Leases to the "Notes" shall be deemed to include the Promissory Note and all extensions thereof. All references in the Assignment of Leases to "Obligation" shall be deemed to include the indebtedness evidenced by the Promissory Note.
  - b. All references in the Assignment of Leases to the "Mortgage" shall be deemed to refer to the Mortgage as amended by this Agreement.
3. Trustee and Beneficiary each acknowledge that (i) neither Beneficiary nor Trustee, as of this date, has any defense, offset or counterclaim with respect to the payment of any sum owed to the Lender, or with respect to any material covenant in the Mortgage, as amended, or in the Assignment of Rents, as amended, or in this Agreement; (ii) Trustee and Beneficiary each remake and ratify all representations, warranties and agreements as made by them and contained in the Mortgage and Assignment of Rents, as amended; (iii) Lender, on and as of the date hereof, has fully performed all obligations to Trustee and Borrower which it may have had or has on and as of the date hereof in the Mortgage or in the Assignment of Rents, as amended; (iv) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation in the Mortgage or in the Assignment of Rents, as amended; and (v) that no promises or representations of Lender have been made except as may be contained in written agreements.

4. This document is executed by the Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee (and Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed that the Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Second Amended Note secured by this document shall be construed as creating any liability on Trustee in its individual capacity personally to pay the Second Amended Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other person or entity executing the Second Amended Note or this document or any guarantor of the obligations of the makers of the Amended Note.
5. Except as expressly provided herein, the Mortgage and Assignment of Leases remain unchanged and in full force and effect.
6. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, as amended, or any other obligations due Lender under any other written instruments with the Beneficiary or Borrower, except as specifically stated herein, and all such other instruments shall remain in full force and effect.
7. In the event of a conflict or inconsistency between this Agreement and the terms of any other documents identified herein, the terms herein shall supersede, govern and control.
8. Trustee and Beneficiary warrant and represent that they have the authority to enter into this Agreement.
9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be ineffective, such shall be to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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IN WITNESS WHEREOF, the undersigned have caused this Second Amendment Agreement to be executed and delivered as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated April 1, 1975 and known as Trust No. 90763

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: [Signature]  
Its: TRUST OFFICER  
Attest:

By: [Signature]  
Its: Vice President

Attestation not required by American National Bank and Trust Company of Chicago by laws.

DEERFIELD RECREATION ASSOCIATES, LTD., an Illinois limited partnership

BY: Deerfield Recreation Corporation, an Illinois corporation

By: [Signature]  
Its: President

STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS.

I, STEVEN B BONGARD, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT HAZEL GITLITZ, personally known to me and known by me to be the President of DEERFIELD RECREATION CORPORATION, general partner of DEERFIELD RECREATION ASSOCIATES LTD., an Illinois limited partnership, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of December, 1997.

[Signature]  
NOTARY PUBLIC

My commission expires: 10-24-99





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## PARCEL A:

THAT PART OF LOT 4 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 55.24 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST ON SAID SOUTH LINE A DISTANCE OF 229.80 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST A DISTANCE OF 112.03 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208.0 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 209.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL B:

THAT PART OF LOT 5 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208.0 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL C:

EASEMENT FOR THE BENEFIT OF PARCELS A AND B AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 33495 TO JOSEPHINE M. CARLSON RECORDED APRIL 4, 1975 AS DOCUMENT 23040842 FOR INGRESS AND EGRESS, PARKING AND ROADWAY PURPOSES, OVER, UNDER AND ACROSS THE PREMISES DESCRIBED AS FOLLOWS:  
LOT 5 IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1914 AS DOCUMENT 5464576, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 55.24 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 229.80 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 174.97 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 208.0 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 77.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

## PARCEL D:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS, EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:  
A TRACT OF LAND DESCRIBED AS LOTS 1 TO 9, BOTH INCLUSIVE, VACATED FLORENCE AVENUE, ALL AS LAID OUT IN DOWNEY'S COOK COUNTY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR LAKE-COOK ROAD, AS PER DOCUMENT 10627383);

SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS BEING A STRIP OF LAND 43 FEET IN WIDTH, BEING 14 FEET TO THE LEFT AND 29 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT OF LAND, 68 FEET EAST OF THE SOUTH WEST CORNER THEREOF (THE SOUTH LINE OF SAID TRACT HAVING A BEARING OF NORTH 90 DEGREES EAST FOR PURPOSES OF THIS DESCRIPTION); THENCE NORTH 0 DEGREES EAST, A DISTANCE OF 445.50 FEET; THENCE NORTH 3 DEGREES EAST, A DISTANCE OF 258.51 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 136.48 FEET, A DISTANCE OF 147.30 FEET; (THE CHORD OF LAST DESCRIBED CURVE HAVING A BEARING OF NORTH 33 DEGREES 55 MINUTES 15 SECONDS EAST) TO A POINT OF TANGENCY; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 37.56 FEET FOR THE POINT OF TERMINATION OF SAID 43 FOOT STRIP; THENCE EXTENDING NORTH 0 DEGREES EAST FROM AFORESAID POINT OF TANGENCY OF THE SOUTH LINE OF LAKE-COOK ROAD, AS PER DOCUMENT 10627383, WITH A STRIP OF LAND 63 FEET IN WIDTH, BEING 29 FEET TO THE LEFT AND 34 FEET TO THE RIGHT OF A LINE EXTENDING NORTH 0 DEGREE EAST FROM AFORESAID POINT OF TANGENCY, ALSO THAT PART OF SAID TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT; THENCE NORTH 25 DEGREES 09 MINUTES 30 SECONDS WEST ON THE EASTERLY LINE OF SAID TRACT, A DISTANCE OF 461.21 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 50 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST A DISTANCE OF 287 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 208 FEET; THENCE NORTH 25 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 287 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 282.10 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 402.70 FEET; THENCE SOUTH 0 DEGREES EAST A DISTANCE OF 27 FEET; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 420.62 FEET; THENCE SOUTH 0 DEGREES EAST, A DISTANCE OF 18 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 90 DEGREES ON SOUTH LINE OF SAID TRACT, A DISTANCE OF 307.58 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; AS CREATED BY GRANT OF EASEMENT DATED JULY 11, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185096;

PARCEL E:

A NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) AND OTHER LAND FOR INGRESS AND EGRESS AND ALL ROADWAY PURPOSES INCIDENT THERETO, OVER, ACROSS AND UPON THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

THE EASTERLY 30 FEET OF LOTS 1 TO 5, BOTH INCLUSIVE, IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY GRANT OF EASEMENT DATED JULY 11, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185094;

PARCEL F:

AN EASEMENT IN FAVOR OF PARCELS A AND B (TAKEN AS A TRACT) TO MAINTAIN PART OF A CERTAIN EXISTING WALL (BEING THE NORTHERLY WALL OF IMPROVEMENTS LOCATED ON PARCEL A OF THE MORTGAGE RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23219246) OVER THE HEREINAFTER DESCRIBED PROPERTY AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 5; THENCE NORTH 90 DEGREES WEST ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 307.58 FEET; THENCE NORTH 0 DEGREES EAST, A DISTANCE OF 48.0 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 208 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 3.22 FEET, FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 96.65 FEET; THENCE NORTH 25 DEGREES 9 MINUTES 30 SECONDS WEST, A DISTANCE OF 1 FOOT; THENCE NORTH 64 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 96.65 FEET; THENCE SOUTH 25 DEGREES 9 MINUTES 30 SECONDS EAST, A DISTANCE OF 1 FOOT TO THE POINT OF BEGINNING, ALL IN DOWNEY'S COOK COUNTY COUNTRY HOME ADDITION TO DEERFIELD, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY AGREEMENT FOR PARTY WALL AND GRANT OF EASEMENT DATED JULY 14, 1975 AND RECORDED AUGUST 12, 1975 AS DOCUMENT 23185095.

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