

# UNOFFICIAL COPY

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9592/0116 16 001 Page 1 of 8  
1998-08-27 15:13:33  
Cook County Recorder 35.50

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

Pamela L. McLenn  
MELTZER, PURTILL & STELLE  
1515 E. Woodfield Rd.  
Suite 250  
Schaumburg, IL 60173

Permanent Real Estate Tax Index Nos.:  
See Exhibit A attached hereto

Street Address:

Prairie Place  
Chicago, Cook County, IL

## FIFTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

Re: Prairie Place

This FIFTH AMENDMENT ("Fifth Amendment") is made as of July 31st, 1998, by and between PRAIRIE PLACE LIMITED PARTNERSHIP, an Illinois limited partnership ("Mortgagor") and COLE TAYLOR BANK ("Mortgagee").

### RECITALS

Mortgagor made and delivered to Mortgagee that Mortgage and Security Agreement dated December 16, 1994 and recorded with the Cook County Recorder on January 26, 1996 as Document No. 95-059861 ("Mortgage") and that Assignment of Rents and Leases dated December 16, 1994 and recorded with the Cook County Recorder on January 26, 1996 as Document No. 95-059862 ("Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in Exhibit A to each such document. The Mortgage and the Assignment of Rents were delivered to Mortgagee pursuant to the terms of that certain Revolving Credit Construction Loan Agreement between Mortgagor, Mortgagee and certain other parties dated December 16, 1994 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined in the Loan Agreement). The Mortgage and the Assignment of Rents were delivered as collateral security for, among other things,

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the payment of a loan in the amount of not more than \$11,654,683.00 outstanding at any one time and not more than \$35,091,307.00 in cumulative aggregate disbursements ("Loan") made by Mortgagee to Mortgagor, evidenced by that certain Mortgage Note dated December 16, 1994 (the "Note") made by Mortgagor payable to the order of Mortgagee in the principal amount of not more than \$11,654,683.00 (or so much thereof as shall be disbursed from time to time).

Mortgagor and Mortgagee have previously amended the Mortgage as follows:

Pursuant to that certain First Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of December 19, 1995 by Mortgagor, Mortgagee and certain others ("First Amendment"), to include an additional lot as part of the "Premises". The First Amendment to Mortgage was recorded in Cook County on December 28, 1995 as Document No. 95-904323;

Pursuant to that certain Second Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of October 9, 1996 by Mortgagor, Mortgagee and certain others ("Second Amendment"), to include certain additional lots as part of the "Premises". The Second Amendment to Mortgage was recorded in Cook County on October 24, 1996 as Document No. 96-810864;

Pursuant to that certain Third Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of February 13, 1997 by Mortgagor, Mortgagee and certain others ("Third Amendment"), to include certain additional lots as part of the "Premises". The Third Amendment to Mortgage was recorded in Cook County on February 21, 1997 as Document No. 97-120980; and

Pursuant to that certain Fourth Amendment to Loan Documents made as of December 30, 1997 by Mortgagor, Mortgagee and certain others ("Fourth Amendment"), to extend the maturity date of the Loan evidenced by the Loan Documents for a ninety (90) day period.

Mortgagor and Mortgagee desire to once again amend the Mortgage to reflect the Fifth Amendment of the Loan Agreement, Mortgage Note, the Guaranty, the Environmental Indemnity Agreement and the Other Loan Documents as provided in a certain Fifth Amendment to Revolving Credit Construction Loan Agreement, Mortgage Note, Security Agreement, Guaranty, Environmental Indemnity Agreement and Certain Other Loan Documents made as of even date herewith by Mortgagor, Mortgagee and certain others ("Fifth Amendment"). Mortgagor and Mortgagee have agreed to include the "Additional Land" as defined in the Fifth Amendment, and as legally described in Exhibit 1 attached to and made a part of the Fifth Amendment, to the "Premises" encumbered by the Mortgage and the Assignment of Rents, as amended, to increase the cumulative aggregate disbursements to Forty One Million Three Hundred Twenty One Thousand Two Hundred Fifty Two and No/100 Dollars ("\$41,321,252.00") and to increase

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the amount of the Loan to \$12,895,000.00 and to extend the Maturity Date of the Loan. Accordingly, Mortgagor and Mortgagee hereby amend the Mortgage as follows:

1. All references to the Loan Agreement, the Guaranty, the Environmental Indemnity Agreement and the Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the Fifth Amendment.

2. All references in the Mortgage and the Assignment of Rents to the "Premises" shall mean and refer to the Premises, including the Additional Land which is legally described in Exhibit A attached hereto ("Additional Real Estate") and all items of personalty and all tangible and intangible property comprising the Premises, including the Additional Land, and the Mortgage and the Assignment of Rents shall be fully effective and binding in accordance with their respective terms and provisions as to the Additional Land.

3. All references in the Mortgage and the Assignment of Rents to the "Maturity Date" shall mean and refer to the Maturity Date, as extended to the new Maturity Date of July 15, 2000.

4. All references in the Mortgage and Assignment of Rents to the Loan amount shall mean and refer to the increased Loan amount of \$12,895,000.00, but not more than a \$12,000,000.00 outstanding at any one time to Mortgagor or Mortgagor's affiliates and not more than \$41,321,252.00 in Cumulative Aggregate Disbursements.

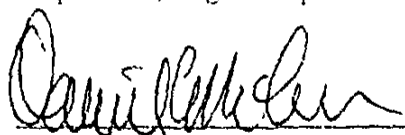
5. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

This Fifth Amendment has been entered into as of the date first above written.


MORTGAGOR:

PRAIRIE PLACE LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: MCL VENTURES, INC., an Illinois  
corporation, its general partner

By:   
DANIEL E. McLEAN, President

ATTEST:

By:   
Its: Secretary

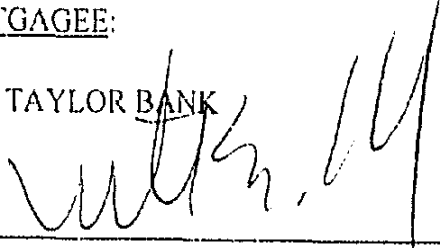
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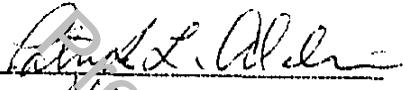
130981045-15th Amended Mortgage.doc

MORTGAGEE:

COLE TAYLOR BANK

By:   
William E. Krinsky, Senior Vice-President

ATTEST:

By:   
Its: Notary

130981045-Prairie Place 15th Amended Mortgage.doc

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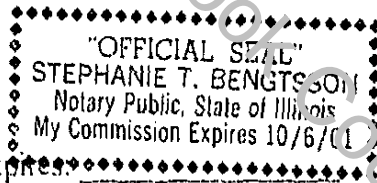
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, STEPHANIE T. BENGTSSON, a Notary Public in and for said County and State, do hereby certify that Daniel McLean, the President and MARILYN W. WALSH, the Secretary of MCL Ventures, Inc. ("General Partner"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act, as the free and voluntary act of the General Partner and of their Mortgagee, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 23<sup>rd</sup> day of August, 1998.

Stephanie T. Bengtsson  
NOTARY PUBLIC

(SEAL)



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

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STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that William E. Krinsky and Patrick Albrecht, the Senior Vice-President and Assistant V.P., respectively, of Cole Taylor Bank (the "Bank"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25<sup>th</sup> day of August, 1998.

E. Eftekhari  
NOTARY PUBLIC



My commission expires: 9/4/2001

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## EXHIBIT A

### PARCEL H:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID PRAIRIE PLACE TOWNHOMES SUBDIVISION; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 68.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING 00 DEGREES 01 MINUTES 19 SECONDS WEST THEREON 124.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 121.07 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 124.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 121.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL I:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 68.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 121.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 82.35 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS EAST 124.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 82.86 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 19 SECONDS EAST 124.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL J:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 25 DEGREES 15 MINUTES 18 SECONDS EAST 150.00 FEET ALONG THE SOUTHWESTERLY LINE OF LOT 2 AFORESAID; THENCE NORTH 64 DEGREES 44 MINUTES 42 SECONDS EAST 83.00 FEET; THENCE NORTH 25 DEGREES 15 MINUTES 18 SECONDS WEST 178.64 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 20.78 FEET TO THE EAST LINE OF LOT 1 AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTE 19 SECONDS WEST 30.32 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 64 DEGREES 44 MINUTES 42 SECONDS WEST 51.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL K:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTE 19 SECONDS WEST 192.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 20.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 183.16 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS EAST 17.61 FEET; THENCE SOUTHEASTERLY 107.50 FEET ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1464.69 FEET (THE CHORD OF SAID ARC BEARING SOUTH 02 DEGREES 17 MINUTES 57 SECONDS EAST 106.48 FEET); THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 128.99 FEET; THENCE NORTH 25 DEGREES 15 MINUTES 18 SECONDS WEST 137.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL L:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 25 DEGREES 15 MINUTES 18 SECONDS EAST 160.00 FEET ALONG THE WESTERLY LINE OF LOT 2 AFORESAID TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 44 MINUTES 42 SECONDS EAST 83.00 FEET; THENCE SOUTH 25 DEGREES 15 MINUTES 18 SECONDS EAST 133.65 FEET TO THE SOUTH LINE OF PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 101.05 FEET TO THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL M:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE SOUTH 25 DEGREES 15 MINUTES 18 SECONDS EAST 160.00 FEET ALONG THE WESTERLY LINE OF LOT 2 AFORESAID; THENCE NORTH 64 DEGREES 44 MINUTES 42 SECONDS EAST 83.00 FEET; THENCE NORTH 25 DEGREES 15 MINUTES 18 SECONDS WEST 41.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 128.99 FEET; THENCE SOUTHEASTERLY 103.08 FEET ALONG THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1464.69 FEET (THE CHORD OF SAID ARC BEARING SOUTH 06 DEGREES 23 MINUTES 55 SECONDS EAST 103.06 FEET); THENCE SOUTH 08 DEGREES 24 MINUTES 46 SECONDS EAST 56.50 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 74.05 FEET ALONG SAID SOUTH LINE; THENCE NORTH 25 DEGREES 15 MINUTES 18 SECONDS WEST 175.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN 17-22-110-016 (affected land and  
Central State other party)  
Chicago, Illinois

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