

UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Lester Reptman personally known to me to be the _____ President OF MAT Associates Incorporated, an Illinois corporation, as general partner of 505 North Michigan Avenue Associates, an Illinois 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 severally acknowledged that as such _____ President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December, 1987.

L. Faye Hale

Notary Public

My Commission expires:



3676727

COOK County Clerk's Office

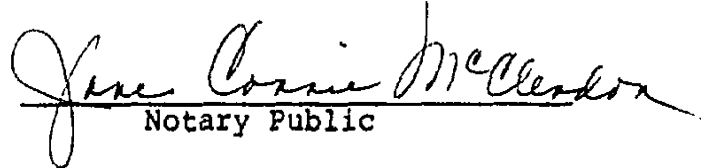
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Frederick E. Harper Vice President of Citicorp Real Estate Inc., a Delaware corporation 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 severally acknowledged that as such Vice President he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December, 1987.


Notary Public

My commission expires: March 26, 1989

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Property of Cook County Clerk's Office

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EXHIBIT A

Parcel 1:

That part of Lot 2 lying west of a straight line drawn in a southerly direction from a point on the North line of Lot 2, 11-3/4 inches East of the Northwest corner of said Lot 2 to a point in the South line of Lot 2, 9-5/8 inches East of the Southwest corner of said Lot 2; all of Lot 3 and Lot 4 (except the West 18 feet of the East 19 feet); all of Lots 5, 6, 7, 8 and 9 and the West 1/2 of Lot 10 in Block 18 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

All that part of the vacated East and West 18 foot public alley lying south of and adjoining the South line of Lots 4 to 6 both inclusive lying North of and adjoining the North line of Lots 7 to 9, inclusive, and lying West of and adjoining a line 19 feet West of and parallel with the East line of said Lot 4 produced South 18 feet to the North line of said Lot 9, in the Subdivision of Block 18 of Kinzie's Addition to Chicago, in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 17-10-126-003
17-10-126-002
17-10-126-001
17-10-126-005

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CZON

Address: 505 North Michigan Avenue
Chicago, Illinois 60611

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FIRST AMENDMENT TO
SECOND MORTGAGE

This First Amendment to Second Mortgage ("Amendment") is made as of this 23rd day of December, 1987, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee ("Trustee") under Trust Agreement dated January 9, 1978 and known as Trust No. 41989 ("Trust") and 505 NORTH MICHIGAN AVENUE ASSOCIATES, an Illinois limited partnership ("Beneficiary", the Trust and Beneficiary are hereinafter collectively referred to as the "Mortgagor"), and CITICORP REAL ESTATE, INC., a Delaware corporation ("Mortgagee").

WITNESSETH;

WHEREAS, Mortgagor is justly indebted to Mortgagee for money borrowed (the "Loan") in the principal sum of Six Million and 00/100 Dollars (\$6,000,000.00) ("Loan Amount");

WHEREAS, the Loan is evidenced by that certain Note dated January 23, 1987, amended by Note Modification Agreement dated February 18, 1987, and by Second Note Modification Agreement dated May 8, 1987 (collectively "Note");

7143830 D3

per Note # 100,000,000

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WHEREAS, as security for the Loan, Mortgagor executed a certain Second Mortgage dated January 23, 1987 and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 87067459 and filed as Document No. LR3589002 ("Mortgage"), encumbering the property described in Exhibit A.

WHEREAS, Mortgagor and Mortgagee have further amended the Note by a Third Note Modification Agreement, of even date herewith, executed by Mortgagor (the Note, as so amended, being hereinafter referred to as "Amended Note"), which Amended Note increases the Loan Amount by \$700,000.00, or so much thereof as may be advanced from time to time;

WHEREAS, Mortgagor and Mortgagee have agreed to similarly amend the Mortgage to reflect the increased Loan Amount;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Mortgagor and Mortgagee agree as follows:

1. All references to the Note contained in the Mortgage, shall mean and refer to the Amended Note.

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2. The Mortgage shall secure the Amended Note in the increased Loan Amount of \$6,700,000.00, or so much thereof as may be advanced from time to time.

3. All references to the Loan Documents contained in the Mortgage shall include the Amended Note and this Amendment.

4. The Mortgage, as amended hereby, is hereby verified and confirmed, is and shall remain in full force and effect and is in no way intended to constitute a novation or to in any way impair or modify the priority of the Mortgage.

5. Notwithstanding anything herein to the contrary, this Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in the Amended Note contained shall be construed as creating any liability on said Bank personally to pay such Amended Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or 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 or hereafter claiming any right to security hereunder, and that so far as said Bank and its successors

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personally are concerned, the legal holder or holders of such Amended Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises, the collateral and any other security and any guaranty for the payment thereof.

IN WITNESS WHEREOF, Mortgagor has executed this Amendment on the day and year first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee of Trust No. 41983

ATTEST:

By: 

Its: ASSISTANT SECRETARY

By: 

Its: VICE PRESIDENT

505 NORTH MICHIGAN AVENUE ASSOCIATES, an Illinois limited partnership

By: MAT ASSOCIATES INCORPORATED an Illinois corporation, General Partner

By: 

Lester Mehlman, President

This instrument was prepared by and after recording return to:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

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MORTGAGEE:

CITICORP REAL ESTATE, INC.

BY: Debra J. Hayes, VP

Property of Cook County Clerk's Office

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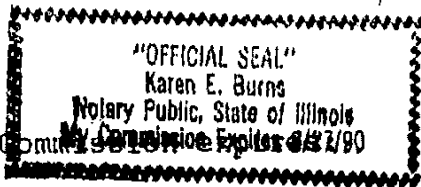
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SUZANNE A. TOMER, personally known to me to be the VIC. PRESIDENT of the American National Bank and Trust Company of Chicago, a corporation, not personally, but as Trustee as aforesaid, and KAREN E. BURNS, personally known to me to be the ASSISTANT SECRETARY of said Bank, and 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 severally acknowledged that as such VIC. PRESIDENT and ASSISTANT SECRETARY they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said ASSISTANT SECRETARY, for the uses and purpose therein set forth.

Given under my hand and official seal, this DEC 23 1987 day of _____, 1987.



Karen Burns
Notary Public

My Comm. Expires 08/2/90

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1/3/Amend

1/35/13/17

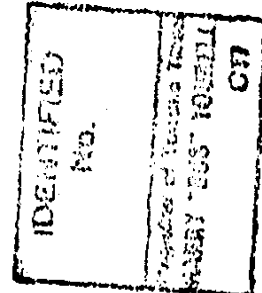
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DEC 23 1987

HARRY IDELLI
REGISTRAR

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CHICAGO FILE # 3676727