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## EXHIBIT A-1

PARCEL 1:

14-32-400-002 H20

LOTS 10 AND 11 IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

14-32-400-008 H20

LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 66 AND 67 IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

018-019-020-021

PARCEL 3:

14-32-400-08-69-70-71 H20

LOTS 68 THROUGH 71, BOTH INCLUSIVE, IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

032-031-030-29-028-027-026

PARCEL 4:

14-32-0401-45-46-47-48-49-50-51 H20

LOTS 45 THROUGH 51, BOTH INCLUSIVE, IN CHARLES H. HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

033-034-035-036-037-038-039

PARCEL 5:

14-32-401-98-99-95-96-97-98-99 H20

LOTS 93 THROUGH 99, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 3 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

009 008

PARCEL 6:

14-32-400-1-2 H20

LOTS 1 AND 2 IN HAPGOOD'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(INCL): 14-32-400-002; 14-32-400-008; 14-32-400-009; 14-32-400-016 through 021; and

14-32-401-026 through 039

North Ward, north of Summary  
Chicago, IL

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## EXHIBIT A-2

024-023-022-021-020-019  
14-32-401-52-53-54-55-56-57

LOTS 52 THROUGH 65, BOTH INCLUSIVE, IN CHARLES H. HAPGOOD'S SUBDIVISION  
OF LOT 1 AND PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO  
CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP  
40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

57-48  
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59  
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FINES: 14-32-401-023 through 025; and  
14-32-401-048.

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FIRST AMENDMENT TO MORTGAGE

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THIS FIRST AMENDMENT TO MORTGAGE is entered into as of this 25th day of March, 1988 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under the provisions of a Trust Agreement dated March 1, 1988 and known as Trust No. 104887-08 (the "Residential Trust"), and MAUD-CLYBOURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), being the sole beneficiary of the Residential Trust, to and for the benefit of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender").

R E C I T A L S:

A. On or about April 27, 1987, Dayton Resources, Ltd., an Illinois corporation (the "Corporation"), and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under the provisions of a Trust Agreement dated April 23, 1987 and known as Trust No. 102309-02 (the "Original Trust") delivered to Lender a certain Mortgage Note (the "Note"), pursuant to which the Original Trust and the Corporation, being the sole beneficiary of the Original Trust, jointly and severally agreed to pay to the order of Lender the principal sum of \$6,400,000.00 at the place and in the manner therein provided, together with interest on said principal sum at the rate set forth therein (the "Loan").

B. Repayment of the Note is guaranteed pursuant to a Guaranty dated April 27, 1987 (the "Guaranty") made by the Guarantors (as defined in the Guaranty) and is secured by that certain Mortgage and Assignment of Leases and Rents dated April 27, 1987 and recorded in the office of the Cook County, Illinois Recorder of Deeds on May 4, 1987 as Document No. 87-238308 and filed in the office of the Registrar of Torrens Title for Cook County, Illinois on May 4, 1987 as Document No. LR 3613593 (the "Mortgage"), creating a first mortgage lien on certain real property located in Chicago, Cook County, Illinois and legally described on Exhibit A attached to the Mortgage (the "Property").

C. Prior hereto, the Original Trust and the Corporation have conveyed their respective rights and obligations with respect to the Property to the Partnership. The Partnership has proposed that (i) the Partnership convey a portion of the property comprising the Property (the "Commercial Parcel") to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated March 1, 1988 and known as Trust No. 104886-09 (the "Commercial Trust"), and (ii) the Partnership convey the balance of the property comprising the Property legally described on attached Exhibit A-1 (the "Residential Parcel 1") to the Residential Trust.

D. Concurrently herewith, the Residential Trust is acquiring additional property legally described on Exhibit A-2 (the "Residential Parcel 2").

E. As a condition to Lender's consent to such proposed conveyances, Lender requires that (i) the Corporation, the Partnership and the Residential Trust execute and deliver to Lender an amendment to the Note, (ii) the Guarantors execute and deliver to Lender an amendment to the Guaranty; and (iii) the

Prepared by  
Return to  
Merle T. Cronin  
Greenberg, Krauss & Jacobs  
180 N. LaSalle  
Chicago, IL

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Residential Trust and the Partnership execute and deliver to Lender this First Amendment to Mortgage, which First Amendment, inter alia, adds the Residential Parcel 2 to the lien of the Mortgage.

NOW, THEREFORE, to induce Lender to consent to such proposed conveyances, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Partnership and the Residential Trust agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.

2. For all purposes under the Mortgage, all references to the "Trust" or "Mortgagor" contained therein shall be deemed to refer to the Residential Trust.

3. For all purposes under the Mortgage, the "Premises" shall be deemed to refer to the Residential Parcel 1 and the Residential Parcel 2 legally described on Exhibit A-1 and Exhibit A-2, respectively, attached to this First Amendment.

4. The Residential Trust hereby does MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Lender, its successors and assigns, and the Partnership hereby does grant to Lender a security interest in the property legally described on attached Exhibit A-2 and all their respective estate, right, title and interest therein situate.

5. The Residential Trust and the Partnership hereby assume all obligations and liabilities of the Original Trust and the Corporation, respectively, under the Mortgage, as hereby amended, agree to perform all obligations and agreements thereunder and hereunder and agree to be bound by all of the terms and conditions thereof and hereof.

6. All references in the Mortgage to:

(a) the "Construction Loan Agreement" shall be deemed to refer to the Construction Loan Agreement dated March 25, 1988 between the Residential Trust, the Partnership and the Lender;

(b) the "Note" shall be deemed to refer to the Note, as amended by the First Amendment to Mortgage Note dated March 25, 1988 made by the Corporation, the Residential Trust and the Partnership to Lender;

(c) the "Guaranty" shall be deemed to refer to the Guaranty, as amended by the First Amendment to Guaranty dated March 25, 1988 made by the Guarantors to Lender;

(d) the "Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust" shall be deemed to refer to the Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust dated March 25, 1988 made by the Partnership to Lender;

(e) the "Security Agreement (Chattel Mortgage)" shall be deemed to refer to the Security Agreement (Chattel Mortgage) dated March 25, 1988 made by the Residential Trust and the Partnership to Lender;

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(f) the "Assignment of Plans, Specifications, Construction and Service Contracts" shall be deemed to refer to the Assignment of Plans, Specifications, Construction and Service Contracts dated March 25, 1988 made by the Residential Trust and the Partnership to Lender; and

(g) the "Assignment of Sales Contracts" shall be deemed to refer to the Assignment of Sales Contracts dated March 25, 1988 made by the Residential Trust and the Partnership to Lender.

7. Paragraph 12 of the Mortgage hereby is amended by deleting the phrase "four percent (4%)" from the eighth line contained on page 11 of the Mortgage and inserting the phrase "two percent (2%)" in lieu thereof.

8. Paragraph 14 of the Mortgage hereby is amended by deleting the phrase "within ten (10) days after the date when due" contained in the second line of page 12 of the Mortgage and inserting the phrase "on the date when due" in lieu thereof.

9. The Partnership and the Residential Trust hereby ratify and confirm their respective liabilities and obligations under the Mortgage, as amended by this First Amendment, and the liens and security interests created thereby and hereby, and acknowledge that neither of them have any defenses, claims or set-offs to the enforcement thereof by Lender.

10. At the written request and direction of the Partnership, the Residential Trust hereby releases and waives, to the extent permitted by law, any and all rights to retain possession of the Property after the occurrence of an event of default under the Mortgage, as amended by this First Amendment, and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of the Residential Trust, the trust estate of the Residential Trust, all persons and entities interested beneficially in the Residential Trust and each and every person acquiring any interest in, or title to, the Property subsequent to the date of this First Amendment, and on behalf of all other persons.

11. The Residential Trust and the Partnership hereby certify and confirm that there is no default or event with which the passage of time, the giving of notice, or both, would constitute a default under the Mortgage, as hereby amended.

12. This First Amendment shall be binding on the Residential Trust and the Partnership, their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

13. Except as expressly provided herein, the Mortgage shall remain in full force and effect in accordance with its terms.

14. This First 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 First Amendment shall be construed as creating any personal liability on said Trustee to personally pay the Note or any indebtedness accruing thereunder, or to perform any covenant either express or implied

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contained in the Mortgage, as herein amended, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the date first above written.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not personally but solely  
as Trustee of Trust No.  
104887-08

By: 

Title: TRUSTEE

Attest: 

Title: ASSISTANT SECRETARY

MAUD-CLYBURN PROJECT LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

By: 

Stephen R. Ballis,  
General Partner

By: 

John L. Kuhn,  
General Partner

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THE OFFICE OF THE CLERK OF COOK COUNTY HAS RECEIVED THE FOLLOWING INFORMATION FROM THE OFFICE OF THE COMPTROLLER OF THE STATE OF ILLINOIS:

THE FOLLOWING INFORMATION WAS RECEIVED FROM THE OFFICE OF THE COMPTROLLER OF THE STATE OF ILLINOIS:

Property of Cook County Clerk's Office

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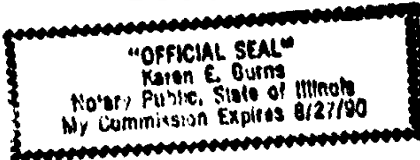
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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.  
KAREN E. BURNS

I, Karen E. Burns, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter E. Johnson the Second Vice President of American National Bank and Trust Company of Chicago (the "Bank"), and James Williams the ASSISTANT SECRETARY or said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and ASSISTANT SECRETARY

James Williams, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said James Williams then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this APR 04 1988 day of April, 1988.



Karen E. Burns  
Notary Public  
(SEAL)

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

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Valerie J. Kish, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William R. Kish and Charles E. Kish the general partners of MAUD-CLYBURN PROJECT LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such general partners appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3/18 day of March, 1988.

Valerie J. Kish  
Notary Public  
(SEAL)

My commission expires: 2/31/88

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CHICAGO TITLE INS.

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REPLICATE

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15 April 1988

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1916  
REPORT OF THE  
COMMISSIONER OF THE  
LAND OFFICE  
TO THE SENATE

FOR THE YEAR  
1915

ALBION, ILL.

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1916  
REPORT OF THE  
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