

Legal description of property on Certificate  
1494127 and other property  
1-10-91/2M

This instrument prepared by/ After recording return to:  
 James T. Mayer  
 Miller, Shakman, Hamilton  
 Kurtzon  
 208 South LaSalle Street  
 Suite 1200  
 Chicago, Illinois 60604

Permanent Index Nos:  
 17-09-307-010; 17-09-313-004  
 17-09-313-005; 17-09-321-009  
 17-09-321-010; 17-09-321-011  
 17-09-321-012

Address of Property:  
 640-650 W. Lake Street,  
 Chicago, Illinois; Vacant lot  
 at Randolph and Des Plaines  
 Streets, Chicago, Illinois;  
 Vacant lot at Halsted and  
 Fulton Streets, Chicago,  
 Illinois.

WHEREAS, as a result of the execution of the Partial Release, the legal description of the Premises has been amended as set forth in Exhibit "B" attached hereto;

WHEREAS, on or about July 14, 1983, Mortgagee executed a certain Partial Release of Mortgage and Security Agreement and Assignment of Rents and Lessor's Interest in Leases ("Partial Release") of its various security interests in the Premises in consideration of Mortgagee's agreement to pay a portion of the loan in the principal sum of Two Million Eight Hundred Thousand and no/100ths Dollars (\$2,800,000.00), thereby reducing the aggregate principal amount of the loan to one Million Four Hundred Forty Thousand and no/100ths Dollars ("Reduced Loan");

WHEREAS, Mortgagee also executed, in favor of Mortgagee, a certain Assignment of Rents and Lessor's Interest in Leases ("Assignment of Rents") dated as of July 8, 1987 and recorded with the Recorder as Document No. 87385771 and filed with the Registrar as Document No. LR3633952;

WHEREAS, to evidence the loan, Mortgagee executed a certain Principal Note (the "Note") dated July 8, 1987 payable to the order of Mortgagee in the principal sum of \$4,240,000.00, which Note is secured by a certain Mortgage and Security Agreement ("Mortgage") dated as of July 8, 1987 executed by Mortgagee in favor of Mortgagee, which Mortgage encumbers the premises and was recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder") on July 13, 1987 as Document No. 87385770 and filed in the office of the Registrar of Titles ("Registrar") on July 13, 1987 as Document No. LR3633951;

WHEREAS, on or about July 8, 1987, Mortgagee made a loan (the "Loan") to Mortgagee in the amount of Four Million Two Hundred Forty Thousand and no/100ths Dollars (\$4,240,000.00) for the purchase and renovation of two (2) industrial buildings and two (2) vacant lots, all in Chicago, Illinois (collectively, "Premises") and legally described in Exhibit "A" attached hereto;

WITNESSETH:

THIS SECOND NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") dated as of the 1st day of July, 1990, by and between Lasalle National Bank, not personally but as Trustee under Trust Agreement dated May 15, 1987 and known as Trust No. 112291 ("Mortgagee") with a mailing address of 135 South LaSalle Street, Chicago, Illinois 60603, and Exchange National Bank of Chicago ("Mortgagee"), with a mailing address of 120 South LaSalle Street, Chicago, Illinois 60603.

SECOND NOTE AND MORTGAGE MODIFICATION AGREEMENT

MAD126 (Torrens)

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71-18-975 01

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(a) That the Notes are and always have been maintained in good standing, free from any default, and there is no uncured event of default hereunder or under the Loan Documents, as of the date hereof.

3. The modifications provided for in this Agreement shall be effective only upon the following conditions being complied with by Mortgagor:

2. The Loan Documents are hereby modified to further extend the maturity date thereof from July 1, 1990 to July 30, 1991.

1. The preamble is incorporated by this reference in and to the main body of this Agreement. All defined terms used herein shall have the meaning ascribed to them in the Notes and Loan Documents.

1. The preamble is incorporated by this reference in and to the main body of this Agreement. All defined terms used herein shall have the meaning ascribed to them in the Notes and Loan Documents.

WHEREAS, to the best of the undersigned's knowledge, no default or event which would constitute a default but for the passage of time or giving of notice, or both, exists under the Notes or under the obligations of Mortgagor pursuant to the Loan Documents.

WHEREAS, Mortgagor has requested that Mortgagee grant a further extension of the maturity date of the Reduced Loan which expires by its terms on July 1, 1990 to July 30, 1991; and

WHEREAS, the Notes, Mortgage, Assignment of Rents, Partial Release, Loan Agreement, Modification and any and all other documents securing the Reduced Loan are hereinafter referred to as the "Loan Documents";

WHEREAS, Mortgagor was granted an extension of the maturity date of the Reduced Loan from April 1, 1990 to July 1, 1990, as evidenced by an Extension Note dated April 1, 1990 ("Third Extension Note") (the Note, First Extension Note, Second Extension Note and Third Extension Note are sometimes collectively referred to herein as the "Notes");

WHEREAS, Mortgagor was granted an extension of the maturity date of the Reduced Loan from January 1, 1990 to April 1, 1990, as evidenced by an Extension Note dated January 1, 1990 ("Second Extension Note");

WHEREAS, the Modification was filed with the Registrar on 1-11-91, 1990 as Document No. 89501600 to correct the failure to file the Modification with the Registrar;

WHEREAS, Mortgagor was granted an extension of the maturity date of the Reduced Loan from July 1, 1989 to January 1, 1990, as evidenced by a certain Modification of Mortgage dated July 1, 1989 and recorded with the Recorder on October 23, 1989 as Document No. 89501600 ("Modification") and an Extension Note in the amount of the Reduced Loan dated as of July 1, 1989 ("First Extension Note");

WHEREAS, on or about December 1, 1988, Mortgagor exercised a one (1), six (6) month option to extend the maturity date of the Reduced Loan from January 1, 1989 to July 1, 1989, pursuant to the terms of Exhibit B, Section 1.20 of a certain construction Loan Agreement by and among Mortgagor, RSRP/West Lake Limited Partnership, an Illinois limited partnership, the sole beneficiary of Mortgagor, and Mortgagee dated July 8, 1987 ("Loan Agreement");

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10. This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the

9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Mortgagor and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly provided nor affect or impair any right, power or remedy of Mortgagor, it being the intention of the parties hereto that the terms and provisions of the Notes and Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

6. Nothing herein contained shall impair the Notes or Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly provided nor affect or impair any right, power or remedy of Mortgagor, it being the intention of the parties hereto that the terms and provisions of the Notes and Loan Documents shall continue in full force and effect except as expressly modified in connection herewith. Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant herein contained except as expressly provided nor affect or impair any right, power or remedy of Mortgagor, it being the intention of the parties hereto that the terms and provisions of the Notes and Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. Mortgagor hereby acknowledges that (i) Mortgagor has no defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagor, or with respect to any covenant in the Loan Documents; (ii) Mortgagor hereby remakes and ratifies all representations, warranties and agreements made by it in and upon the execution and delivery of the Notes and other Loan Documents; (iii) Mortgagor, on and as of the date hereof, has fully performed all obligations to Mortgagor which it may have had or set forth herein, by entering into this Agreement, Mortgagor does not waive any condition or obligation in the Loan Documents.

4. Mortgagor shall pay or cause to be paid all closing costs and expenses, including title insurance premiums, incident to the transactions contemplated herein. Contemporary with the execution and delivery hereof, Mortgagor shall pay or cause to be paid all closing costs and expenses, including title insurance premiums, incident to the transactions contemplated herein. (f) Delivery to Mortgagor of a Reaffirmation of Guaranty.

(e) An opinion of counsel for Mortgagor to the effect that this Agreement and all agreements or documents executed pursuant hereto or in connection herewith are the duly authorized, valid and binding obligations of the parties hereto; that the Notes, Mortgage, Assignment of Rents, Loan Agreement and the Loan Documents, as amended by this Agreement are enforceable in accordance with their respective terms; and such other matters as Mortgagor shall reasonably request. (d) Delivery to Mortgagor of the recorded/filled copy of this Agreement.

(c) After the recording of this Agreement with the Recorder and the filing of same with the Registrar, Chicago Title Insurance Company shall issue an endorsement (dated as of the date of the recording/filing of this Agreement) to the ALTA construction loan policy it previously issued dated July 13, 1987 and known as policy no. 71-18-975 under which it shall insure Mortgage that the Mortgage, as amended hereby, constitutes a valid first lien on the Premises, and subject only to those exceptions approved by Mortgagor.

(b) That the sum of \$14,400.00 in immediately available funds be paid to Mortgagor as an extension fee.

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## EXHIBIT "A"

### SITE A:

LOTS 24, 25, 26 AND 27 IN BLOCK 66 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### SITE B:

LOTS 15, 16, 17 AND THE WEST 1 FOOT 2 7/8 INCHES OF THE NORTH 99 FEET 10 7/8 INCHES OF LOT 18 IN BLOCK 61, IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH WEST 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

### SITE C:

LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN BLOCK 66 IN ORIGINAL TOWN OF CHICAGO IN CANAL TRUSTEES' SUBDIVISION OF THE WEST PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

### SITE D:

LOTS 17 TO 22, BOTH INCLUSIVE, IN BLOCK 63 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

### SITE A:

LOTS 24, 25, 26 AND 27 IN BLOCK 66 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof, but so far as said Trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said Notes or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

### MORTGAGOR:

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to  
LASALLE NATIONAL BANK, not  
personally, but as Trustee  
aforesaid

ATTEST:

By: Rosemary Calloway  
Its: ASSISTANT SECRETARY

By: [Signature]  
Its: ASSISTANT VICE PRESIDENT

### MORTGAGEE:

EXCHANGE NATIONAL BANK OF  
CHICAGO

ATTEST:

By: Mrs. A. Clark  
Its: Assistant Vice President

By: [Signature]  
Its: First Vice President

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12/01/2011

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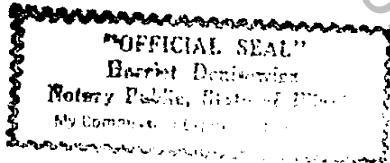
## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that by me to be the Corinne Bek Asst Vice LaSALLE Trust Co Trustee Successor Trustee to personally known to me and known to President of LaSalle National Bank, a national banking association having trust powers, and Rosemary Collins personally known to me to be the Assistant Secretary of said association, 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 Asst Vice President and Assistant Secretary of said association as Trustee as aforesaid, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of Oct, 1990.

(NOTARY SEAL)



Harriet Denisewicz  
 Notary Public

My Commission Expires: \_\_\_\_\_

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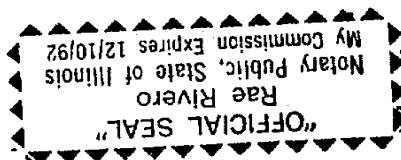
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My Commission Expires: 12/10/90



(NOTARY SEAL)

Notary Public  
*Rae Rivero*

GIVEN under my hand and Notarial Seal this 11th day of October, 1990.

I, Rae Rivero, a Notary Public in and for said county in the state aforesaid, DO HEREBY CERTIFY that C. A. Case, personally known to me and known by me to be the First Vice President of the Exchange National Bank of Chicago, and Sam H. Cook, personally known to me to be the Secretary of said association and personally known to me to be the of Exchange National Bank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Company for the uses and purposes therein set forth; and the said First Vice President and Secretary then and there acknowledged that said First Vice President and Secretary, as custodian of the corporate seal of said company, caused the corporate seal of said company to be affixed to said instrument as said First Vice President and Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

ACKNOWLEDGEMENT

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*Handwritten notes and signatures in the top right corner.*

1991 JAN 11 PM 2:07  
CAROL MOSELEY BRAHN  
REGISTRAR OF TITLES

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REGISTERED  
NO.  
Registrar of Titles  
CAROL MOSELEY BRAHN  
C.T./OR/247

COOK TITLE INS. CO.

*Handwritten number: 66-18-995*

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