

Recording requested by,  
and when recorded return to:

Westdeutsche ImmobilienBank  
Wilhelm-Theodor-Roemheld-Strasse 24  
55130 Mainz, Germany



AGREEMENT OF SUBORDINATION,  
NON-DISTURBANCE AND ATTORNMENT

THIS AGREEMENT (the "Agreement") is made as of September 30, 1999 by and among, McGuire, Woods, Battle & Boothe LLP having an address at 77 West Wacker, Chicago, Illinois, 60601 (the "Lessee"), 77 WEST WACKER LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower" or "Lessor") and Westdeutsche ImmobilienBank, as lender and agent, Wilhelm-Theodor-Roemheld-Strasse 24, 55130 Mainz, Germany and its successors and assigns. (the "Lender").

WITNESSETH

WHEREAS, under a certain Lease dated, March 15, 1998 and a First Amendment dated December 30, 1998 (hereinafter referred to as the "Lease"), Lessor did lease, let, and demise a portion (hereinafter called the "Premises") of the Property (as hereinafter defined), as described in the Lease to Lessee for the period of time (the "Term") and upon the covenants, terms and conditions therein stated; and

WHEREAS, Lender has made a loan to Landlord (defined below), which Loan is given pursuant to the terms and conditions of that certain loan agreement dated September 30, 1999, between Lender and Landlord (the "Loan Agreement"). The Loan is evidenced by a certain Promissory Note dated September 30, 1999, given by Landlord to Lender (the "Note") and secured by a certain mortgage and security agreement (the "Mortgage"), dated September 30, 1999, given by Landlord to Lender which encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property");

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

WHEREAS, the parties hereto desire to subordinate the Lease to the lien of the Mortgage on the Property and, provided that there does not exist an uncured default on the part of the Lessee under the Lease, notice for which has been given and the grace period for which has expired (an "Event of Default"), to confirm that the Lessee shall enjoy quiet and peaceful possession of the Premises for the Term and any extensions or renewals thereof.

**BOX 333-CT**

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[Signature]

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NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. The term "Mortgagee" as used in this Agreement shall mean the Lender, its successors and assigns including, without limitation, (i) any successor to the Lender pursuant to the Loan Agreement, (ii) any holder of the Mortgage, and (iii) any entity which may be formed to hold title to the Property for the benefit of the Lender if such title is transferred pursuant to any foreclosure of the Mortgage or deed in lieu of foreclosure.

2. The Mortgagee and Lessee do hereby covenant and agree that the Lease and any modifications and amendments subsequently entered into by Lessor and Lessee and approved by the Mortgagee (provided that the Mortgagee's approval shall not be required for amendments entered into pursuant to the Lease to evidence and implement the exercise of any expansion rights, rights of first refusal or renewal rights contained in the Lease or to establish the commencement date of the Lease) (such modifications and amendments which are approved by the Mortgagee or which do not require the approval of the Mortgagee are herein collectively called the "Approved Amendments") and all rights, options, liens or charges created thereby are hereby made and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, to any advancements made thereunder, to any consolidation, extensions, modifications or renewals thereof, subject to and on the terms and conditions stated in this Agreement. Notwithstanding anything to the contrary contained herein, prior to any amendment or modification to the Lease, Lessor shall deliver to Mortgagee a copy of such amendment or modification. Except for those amendments or modifications expressly required by the terms of the Lease or for which Mortgagee's consent is not required, Mortgagee shall respond within thirty (30) days of Mortgagee's receipt of the amendment or modification, approving or disapproving such documents; provided, however, that in the event Mortgagee shall fail to respond within such thirty (30) day period and the notice to Mortgagee contains a bold-faced, conspicuous legend at the top of the first page thereof to the effect that "IF YOU FAIL TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN THIRTY DAYS YOUR APPROVAL SHALL BE DEEMED GIVEN", such document shall be deemed an Approved Amendment.

3. So long as there does not then exist an Event of Default on the part of Lessee under said Lease or any Approved Amendment, the Mortgagee hereby covenants that (i) it will not name Lessee as defendant in any action for foreclosure of the Mortgage, except to the extent required by law, and (ii) in the event Mortgagee (and for the purposes of this Paragraph 3, the term "Mortgagee" shall include anyone claiming by, through or under the Mortgagee, including without limitation, anyone purchasing or acquiring title, through foreclosure or otherwise, as a result of the exercise of Mortgagee's rights or remedies under the Mortgage or other loan documents) obtains title to the Premises, either by foreclosure or by deed in lieu of foreclosure or otherwise, and thereafter obtains

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the right of possession of the Premises, that Mortgagee shall not terminate, bar, cut-off or otherwise disturb the tenancy of Lessee or its right to possession of the Premises and the full and unrestricted enjoyment of the benefits and other rights, privileges and benefits granted to Lessee under the Lease and the Approved Amendments, and the Lease and all Approved Amendments shall continue in full force and effect in accordance with their terms and the Mortgagee shall recognize the Lease and any Approved Amendment and the Lessee's rights, privileges and benefits thereunder, and shall thereby establish direct privity of estate and contract between the Mortgagee and Lessee with the same force and effect and with the same relative priority in time and right as though the Lease and all Approved Amendments were directly made from the Mortgagee in favor of Lessee. If by law Mortgagee is required to name Lessee as a party to any action to foreclose the Mortgage or otherwise enforce its rights or realize upon the security under the other loan documents, and such action results in the termination or material modification of this Agreement as a matter of law, and provided further that no Event of Default on the part of Lessee exists under the Lease at the time of such action, upon request of Lessee, Mortgagee and Lessee shall enter into such confirmatory agreements as may be necessary in order to preserve the understandings contained herein.

4. Lessee shall give the Mortgagee, by registered or certified mail, return receipt requested, a copy of any notice of default served upon Lessor. Lessee further agrees that if Lessor shall have failed to cure such default or circumstance within the time period provided for in the Lease, which failure to cure would give Lessee the right to either terminate the Lease or exercise any set-off right provided therein, then the Mortgagee shall be entitled to have such additional time as is reasonably necessary to cure such default or circumstance, which period of time shall in no event exceed, and shall be concurrent with the period allowed Lessor in the event of a termination pursuant to Sections 6C, 11 or 14 of the Lease.

5. In the event the interests of Lessor under the Lease shall be transferred to the Mortgagee by reason of foreclosure, deed in lieu of foreclosure or otherwise, and provided that Mortgagee delivers evidence reasonably satisfactory to Lessee of such event, and the Mortgagee complies with the terms of Paragraph 3 hereof, Lessee hereby covenants and agrees to make full and complete attornment to the Mortgagee as substitute lessor upon the same terms, covenants and conditions as provided in the Lease, except for provisions that are impossible for the Mortgagee to perform because they are in the nature of personal service obligations (as opposed to financial obligations) which can only be performed by Lessor or its partners, so as to establish direct privity of estate and contract between the Mortgagee and Lessee with the same force and effect and relative priority in time and right as though the Lease and any Approved Amendment were originally made directly between the Mortgagee and Lessee, except as provided by the provisions of Section 7 of this Agreement. Lessee shall thereafter make all payments directly to the Mortgagee and subject to Paragraph 10 hereof shall waive as against the Mortgagee only any defaults of Lessor (whether curable or non-curable) that occurred prior to the Mortgagee gaining right of possession to the Premises and becoming substitute lessor, except as provided by the provisions of Sections 6 and 7 of this Agreement and without waiving Lessee's rights under the Lease with respect thereto. Lessee waives all joinder and/or service of any and all foreclosure actions by the Mortgagee under the Mortgage upon the Property, and of any actions at law by the Mortgagee to gain possession of the

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Property unless Lessee is named in any such action; provided, however, that the rights reserved to Lessee in Paragraph 10 hereof shall neither be waived or diminished. It shall not be necessary, except as required by law, for the Mortgagee to name Lessee as a party to enforce its rights under the Mortgage, or to prosecute any action at law to gain possession of the Property and, unless required by law, the Mortgagee agrees not to name Lessee in any such proceeding. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise, to any party other than the Mortgagee (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attornment to such Transferee as substitute lessor, upon the same terms and conditions as provided for herein in the case of attornment to the Mortgagee, provided such Transferee complies with the terms of Paragraph 3 hereof.

6. The provisions of this Agreement shall be real covenants running with the Property and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns, including without limitation any person who shall obtain, directly or by assignment or conveyance (including, without limitation, any Transferee), (a) any interest in the Mortgage; (b) any certificate of purchase following foreclosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) any interest in the Premises, whether through foreclosure or otherwise.

7. Notwithstanding anything contained herein to the contrary, or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, subject, in all events, to the provisions of Paragraph 10 hereof, Lessee hereby covenants and agrees that the Mortgagee and its respective assignees shall not be:

- (a) Personally liable for any act or omission of Lessor.
- (b) Required or obligated to credit Lessee with any rent or additional rent that Lessee might have paid Lessor more than one month in advance, other than any overpayments of estimated monthly payments, as provided for in the Lease, unless the Mortgagee shall have approved such prepayment in writing.
- (c) Bound by any amendments or modifications of the Lease (other than an Approved Amendment) made without the Mortgagee's consent, other than exercise of rights, options or elections contained in the Lease, including without limitation options to extend the term of the Lease.
- (d) Except with respect to the obligations set forth in Paragraph 3 hereof, for which there shall be full recourse liability with respect to Mortgagee and its assignees, personally liable to pay any amounts hereunder or in connection with the Lease, it being expressly acknowledged by Lessee that any amounts otherwise owing by the Mortgagee or any assignees shall be collectible only out of their respective

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interests in the Property and all such personal liability is hereby expressly and irrevocably waived and released by Lessee.

8. Lessee covenants and agrees as follows for the benefit and reliance of the Mortgagee:

(a) That it shall not, without the express written consent of the Mortgagee:

(i) Either (y) except for Approved Amendments, modify or amend the Lease or (z) cancel, terminate or surrender the Lease, except as provided therein or in any Approved Amendment or hereafter consented to by the Mortgagee, and then only after the Mortgagee has failed to cure such default or circumstance as provided in Paragraph 4 hereof;

(ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, that grants any concession to Lessee with respect to the Lease or that reduces the rent called for thereunder; or

(iii) Prepay rent more than one month beyond the then current rental period.

(b) Except to the extent prohibited by law or legal proceedings, to make rental payments to the Mortgagee or an agent or other party designated by the Mortgagee upon written demand by the Mortgagee stating that an Event of Default, as defined in the Mortgage, has occurred, and directing Lessee to so make rental payments. Lessor acknowledges and agrees that Lessee is irrevocably authorized to rely upon and to comply with (and shall be fully protected in doing so) any notice by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Lease, or for the performance of any of Lessee's undertakings under the Lease and shall have no duty to inquire as to whether an Event of Default has actually occurred under the Mortgage or is then existing.

(c) That neither this Agreement nor anything to the contrary in the aforesaid Lease or in any Approved Amendment shall, prior to the Mortgagee's acquisition of Lessor's interest in and possession of the Property, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon the Mortgagee, or impose responsibility for the carrying out by the Mortgagee of any of the covenants, terms and conditions of the Lease or of any Approved Amendment; nor shall said instruments operate to make the Mortgagee responsible or liable for any waste committed on the Premises by any party whatsoever or for dangerous or subject to Paragraph 10 hereof defective conditions of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger. Notwithstanding anything to the contrary in the Lease, but subject to the limitation in Section 7(d) of this Agreement, the Mortgagee, its successors and assigns or a Transferee, shall be responsible for performance of those covenants and obligations of the

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Lease accruing on and after the Mortgagee's acquisition of Lessor's interest in and possession of the Property.

(d) That in the event the Mortgagee gains title to the Property and becomes substitute lessor, it is agreed that the Mortgagee may assign its interest as substitute lessor without notice to, the consent of, or assumption by the Mortgagee of any liability to, any other party hereto.

(e) That it will deliver to the Mortgagee, within the time periods set forth in the Lease (including any notice and cure periods set forth therein), each of the estoppel certificates required to be delivered, while the Mortgage is of record, pursuant to Section 18 of the Lease.

9. Any notices to Lessee, Lessor or the Mortgagee hereunder shall be effective on the third business day after mailing to such party by certified mail, postage prepaid, return receipt requested, addressed as follows:

Lessee:

McGuire, Woods, Battle & Boothe LLP  
One James Center  
901 East Cary Street  
Richmond, VA 23219  
Attention: Robert D. Koenen  
Facsimile No. \_\_\_\_\_

and to:

the Mortgagee:

Westdeutsche ImmobilienBank  
Wilhelm-Theodor-Roemheld-Strasse 24  
55130 Mainz, Germany  
Attention: ~~Dr. Jurgen Gerber~~ or ~~Mr. Amin Gammack~~  
Facsimile No. \_\_\_\_\_

with a copy to:

Robert W. Fagiola  
Shearman & Sterling  
599 Lexington Avenue  
New York, New York 10022

Lessor:

77 West Wacker Limited Partnership  
c/o Prime Group Realty Trust  
77 West Wacker Drive, Suite 3900  
Chicago, Illinois 60601  
Attn: Richard S. Curto

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or as to each party, to such other address as the party may designate by a notice given in accordance with the requirements contained in this Section 9.

10. Lessor, Lessee and Mortgagee, for themselves, their successors and assigns and Transferees, hereby agree that nothing contained herein shall be construed as a waiver by Lessee against Lessor or Mortgagee, or any of their respective successors and assigns or such Transferees, of any of Lessee's rights, privileges and benefits contained in the Lease (except as expressly contained herein).

11. Lessee hereby represents that there is no security deposit being held or to be held by Lessor under the Lease; however, Lessee has deposited with Lessor a letter of credit as provided in Section 25 of the Lease.

12. This Agreement contains the entire agreement among the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

13. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such fully executed counterpart.

14. Whenever used herein, the singular number shall include the plural and the singular, and the use of any gender shall include all genders. The words "Mortgagee", "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

15. Notwithstanding anything to the contrary in this Agreement or in any other document or instrument executed in connection with the transactions described herein, it is expressly understood and agreed that Lessee is a partnership and (a) Lessee shall be personally liable for the payment and performance of the duties, responsibilities, liabilities and obligations of Lessee under, with respect to or arising out of this Agreement or the use or occupancy of the Premises to the extent (but only to the extent) of the assets of Lessee (specifically excluding the assets of any of the past, present or future partners of Lessee or any past, present or future shareholder of any corporate partner of Lessee, except for any such partner's or shareholder's interest in any then undistributed assets of Lessee), (b) none of the past, present or future partners of Lessee or past, present or future shareholders of any of the corporate partners of Lessee shall be personally liable for the payment or performance of any such duties, responsibilities, liabilities or obligations, (c) no past, present or future partner of Lessee or past, present or future shareholders of any corporate partners of Lessee shall be named as a party in any suit or other judicial proceeding of any kind or nature whatsoever brought against Lessee with respect to the duties, responsibilities or obligations of Lessee under this Agreement except to the extent necessary to secure jurisdiction of Lessee, and any such suit or other

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judicial proceeding shall be limited to the enforcement of the rights of Lessor or Mortgagee with respect to the then undistributed assets of Lessee, and (d) no attachment, execution or other writ of process shall be sought, issued or levied upon any assets, property or funds of any of the past, present or future partners of Lessee or past, present or future shareholder of any corporate partner of Lessee, except for any such partner's or shareholder's interest in any then undistributed assets of Lessee, nor shall Lessor or Mortgagee proceed against or seek to recover from any of such assets, property or funds (other than any such partner's or shareholder's interest in any then undistributed assets of Lessee). For purposes of this Paragraph 16, no portion of the assets of any employee benefit plans maintained by Lessee for the benefit of any present, future or former partners or employees of Lessee shall be deemed to be assets of Lessee.

16. It is expressly understood and agreed as between Lessor and Lessee hereto, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessor while in form purporting to be the representations, covenants, undertakings and agreements of the Lessor are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Lessor or for the purpose or with the intention of binding said Lessor personally but are made and intended for the purpose of binding only Lessor's interests in the Premises to the terms of this Agreement and for no other purpose whatsoever and in the event of a default by Lessor, Lessee (but not Mortgagee) shall look solely to the interests of Lessor in the Land and the Building (as defined in the Lease). No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessor by Lessee on the account of this Agreement or on account of any representation, covenant, undertaking or agreement of the said Lessor in this Agreement contained, either expressed or implied, all such personal liability of Lessor, if any, being expressly waived and released by the Lessee (but not by Mortgagee) herein and all persons claiming by, through, or under said Lessee. The foregoing limitation on liability shall inure to and for the benefit of Lessor, and its partners, directors, officers, shareholders, employees, successors and assigns.

[Signature page follows]



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(4)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, as of the date first noted above.

LESSEE:

Date: 9/2/99

McGuire, Woods, Battle & Boothe LLP,  
a limited liability partnership

By: Robert D. Kern  
Title: EXECUTIVE DIRECTOR

LENDER:

Date: 11/23/95

Westdeutsch ImmobilienBank,  
as lender and agent

By: Armin Gemmerich Dr. Jürgen Gerber  
Title: Vice President Senior Manager

Date: 9/17/99

77 WEST WACKER LIMITED  
PARTNERSHIP an Illinois limited partnership

By: Prime Group Realty, L.P., its managing  
general partner

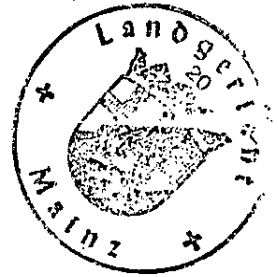
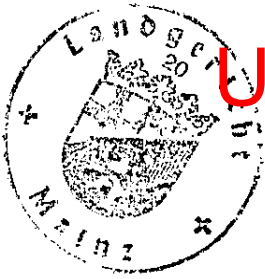
By: Prime Group Realty Trust  
its managing general partner

By: [Signature]  
Its: V.P.

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Apostille

(Convention de La Haye du 5 octobre 1961)

1. Land Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von

Hans Theo Schnatterer

3. in seiner Eigenschaft als Notar

4. sie ist versehen mit dem Dienstsiegel des  
Justizrat Hans Theo Schnatterer  
- Notar in Mainz

Bestätigt

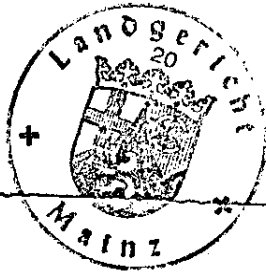
5. in Mainz 6. am vierundzwanzigsten November  
neunzehnhundertneunundneunzig

7. durch den Präsidenten des Landgerichts

8. unter Nr. 674/88

9. Stempel/Siegel

10. Unterschrift



( Dr. Hanns Paul Tüttenberg )

Kostenberechnung:

Gebühr für Legalisation

(Wert: DM 5.000,-)

JVKostO v. 26.7.1957

BGBI. I S. 861

DM 20,-

24. NOV. 1999

Mainz, den  
Lemmer-Schu 7

Amtsinhaberin



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UR. Nr. 2631/1999 S

/ED

Die vorseitigen, vor mir als eigenhändig vollzogen anerkannten Namensunterschriften der mir persönlich bekannten Herren:

1. Armin Gemmerich geborener Michel, geboren am 03.02.1963,

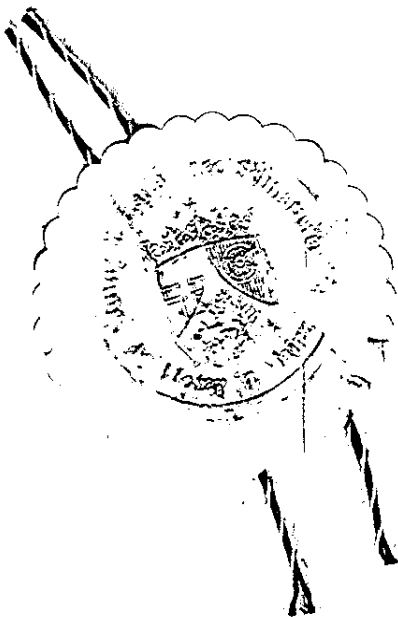
2. Dr. Jürgen Gerber, geboren am 24.05.1963,

beide dienstansässig in 55130 Mainz, Wilhelm-Theodor-Römheld-Straße 24,

beglaubige ich.

Der beglaubigende Notar befragte die Beteiligten nach einer Vorbefassung im Sinne von § 3 Abs. 1 Nr. 7 BeurkG. Sie wurde von den Beteiligten verneint.

Mainz, den 23. November 1999



JR Schnatterer

Notar

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STATE OF Virginia )  
 ) SS  
CITY OF Richmond )

I, DALY KELLNER BURRILL, a Notary Public in and for the City and State aforesaid, do hereby certify that ROBERT D. KOEVEN, Executive Director of McGuire, Woods, Battle & Boothe LLP, a limited liability partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such managing partner appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such partner, and as his 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 2nd day of SEPTEMBER, 1999.



Daly Kellner Burrill  
Notary Public

My commission expires: DECEMBER 31, 2003

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County aforesaid, State of Illinois, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Westdeutsche ImmobilienBank, as lender and agent, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of said bank, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

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

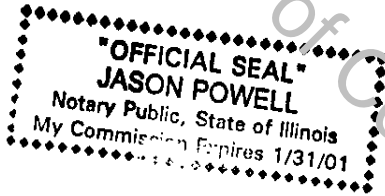
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, JASON POWELL, a Notary Public in and for the County aforesaid, State of Illinois, do hereby certify that PATRICK L. MCCOY, as V.P. of Prime Group Realty Trust, managing general partner of Prime Group Realty, L.P., managing general partner of 77 West Wacker Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. of said Trust, appeared before me this day in person and acknowledged that he with due authority signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of SEPTEMBER, 1998.



Jason Powell  
Notary Public

My commission expires: 1/31/01

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EXHIBIT A

CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 01

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

A. FEE SIMPLE AS TO PARCELS 1, 2, AND 4; SAID PARCELS 1, 2, AND 4 BEING DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF); TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4; TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3; THE SOUTH LINE OF SAID 1.00 FOOT STRIP, BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE ALL IN BLOCK 17 (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASESOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOT OF SAID ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17 AND LYING EAST OF THE WEST LINE OF BLOCK 17 AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

RECORDED APRIL 11, 1990 AS DOCUMENT 90164868) IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

B. THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREBIN REFERRED TO AS THE LEASE, EXECUTED BY: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121, AS LESSOR, AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS LESSEE, DATED MARCH 7, 1991, WHICH LEASE WAS RECORDED MARCH 18, 1991 AS DOCUMENT 9111739 WHICH DEMISES PARCEL 7 FOR A TERM OF YEARS AS SET FORTH THEREIN, AND DEMISES THE "APPURTENANT RIGHTS" SET FORTH IN PARCEL 8 OF EXHIBIT 'B' TO SAID LEASE OVER PARCEL 10 FOR SAID TERM, SAID PARCELS 7 AND 10 BEING DESCRIBED AS FOLLOWS:

PARCEL 7:

THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE +50.63 FEET AND +80.63 FEET, RESPECTIVELY ABOVE THE CHICAGO CITY DATUM, AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES, AT THE SURFACE OF THE EARTH, OF THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO, LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF THE LAND DESCRIBED BELOW WHICH IS DEMISED AS APPURTENANT RIGHTS IN THE LEASE NOTED ABOVE:

THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 TO 7, AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART WHICH LIES BETWEEN HORIZONTAL PLANES, WHICH ARE 50.63 FEET AND 80.63 FEET, RESPECTIVELY, ABOVE CHICAGO DATUM.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

C. EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2, AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 FOR INGRESS, EGRESS, CONSTRUCTION, USE, AND MAINTENANCE OF A PLAZA WALKWAY OVER PARCELS 3 AND 5, SAID PARCELS 3 AND 5 BEING DESCRIBED AS FOLLOWS:

PARCEL 3:

THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2 AND THE EAST 20.50 FEET OF LOT 3; TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF BLOCK 17 AND HAVING AN ELEVATION OF +21.23 FEET ABOVE THE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF 47.26 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17 AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852; TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18-FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6 ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, AND LYING BELOW AND INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18-FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

D. EASEMENTS FOR SUPPORT AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330 OVER PARCEL 6, SAID PARCEL 6 BEING DESCRIBED AS FOLLOWS:

PARCEL 6:

THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECORDED AS DOCUMENT 90164870 AS AMENDED BY DOCUMENT 91096330.

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LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

E. RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 5, 1990 AND RECORDED AS DOCUMENT 91092145 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1986 AND KNOWN AS TRUST NO. 1088617 AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, FOR A JOINT ACCESS STAIRWAY CONNECTING THE TWO PARTIES' PROPERTY AS SPECIFICALLY DESCRIBED IN SAID INSTRUMENT OVER PARCEL 8, SAID PARCEL 8 BEING DESCRIBED AS FOLLOWS:

PARCEL 8:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE STAIRWAY LAND) SUBJECT TO THE EASEMENT SET FORTH IN "E" ABOVE:

LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

A STRIP OF LAND LYING SOUTH OF AND ADJOINING LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO BOUNDED ON THE NORTH BY THE SOUTH LINE OF SAID LOTS AND ON THE SOUTH BY THE NORTH LINE OF PUBLIC ALLEY AS NARROWED BY ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CHICAGO PASSED SEPTEMBER 17, 1852, ALL IN COOK COUNTY, ILLINOIS.

F. EASEMENTS OVER PARCEL 9 AS SET FORTH IN AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NUMBER 66121, 200 NORTH DEARBORN PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1989 AND KNOWN AS TRUST NUMBER 11025-08 AND 77 WEST WACKER LIMITED PARTNERSHIP, DATED DECEMBER 31, 1990 AND RECORDED MARCH 14, 1991 AS DOCUMENT 91119736, FOR WALL OPENINGS; USING, CONSTRUCTING, MAINTAINING, REPAIRING, RECONSTRUCTING AND RENEWING THE PLAZA, AND EXTENDING AND CONTINUING THE PLAZA; AND FOR "WALL WORK" AS THEREIN DEFINED, SAID PARCEL 9 BEING DESCRIBED AS FOLLOWS:

PARCEL 9:

THAT PORTION OF THE LAND DESCRIBED BELOW (THE WALL LAND) SUBJECT TO THE EASEMENTS SET FORTH IN "F" ABOVE:

ALL OF SUB-LOTS 1 TO 7 AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALSO LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF) IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

G. SUPPORT AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED MARCH 26, 1992, AS DOCUMENT 92199746 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991, AND KNOWN AS TRUST NUMBER 52947, AND OTHERS OVER THOSE PORTIONS OF PARCELS 11A AND

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO. : 1401 007822406 D1

11B, WHICH ARE SET FORTH IN SAID AGREEMENT; SAID PARCEL 11 BEING DESCRIBED BELOW.

H. CONSTRUCTION, REPAIR, SUPPORT, AND INGRESS AND EGRESS EASEMENTS AS CREATED BY AGREEMENT DATED OCTOBER 22, 1991, AND RECORDED NOVEMBER 12, 1991 AS DOCUMENT 91591893 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1985, KNOWN AS TRUST NUMBER 66121M AND OTHERS OVER THOSE PORTIONS OF PARCEL 11A, WHICH ARE SET FORTH IN SAID AGREEMENT, SAID PARCEL 11 BEING DESCRIBED BELOW.

I. RIGHT TO PARK 169 CARS ON THOSE PORTIONS OF PARCEL 11B, AS SET FORTH IN PARKING AGREEMENT DATED OCTOBER 22, 1991 AND RECORDED APRIL 17, 1992 AS DOCUMENT 92280477 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1991 AND KNOWN AS TRUST NUMBER 52947, 77 WEST WACKER LIMITED PARTNERSHIP, AND OTHERS, SAID PARCEL 11 BEING DESCRIBED, AS FOLLOWS:

PARCEL 11:

11A. ALL OF SUBLOTS 1 TO 7 AND THE ALLEY IN ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO;

ALSO

LOT 6 (EXCEPT THE EAST 20 FEET THEREOF) IN SAID BLOCK 17;

ALSO

ALL OF SUB-LOTS 1 TO 8 IN THE SUBDIVISION OF LOT 8 IN SAID BLOCK 17

ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 111.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.00 FEET ABOVE CHICAGO CITY DATUM;

THE SOUTH 16.00 FEET OF THE NORTH 127.00 FEET OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.66 FEET ABOVE CHICAGO CITY DATUM;

THAT PART OF THE EAST 1/2 OF LOT 7 (AS SUCH EAST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7) EXCEPT THE NORTH 127.00 FEET THEREOF, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.66 FEET ABOVE CHICAGO CITY DATUM;

THE EAST 20 FEET OF LOT 6 AND THE WEST 1/2 OF LOT 7 (AS SUCH WEST 1/2 IS MEASURED ALONG THE SOUTH LINE OF LOT 7), LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.00 FEET ABOVE CHICAGO CITY DATUM;

ALL IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007822406 D1

11B. LOT 27 IN LOOP TRANSPORTATION CENTER SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PLA: 77 West Wacker Dr., Chicago

PLN: 17-09-421-006-0000

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