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AND AFTER RECORDING RETURN TO:

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2001-01-16 11:19:10
Cook County Recorder 35.00



0010034915

MEMORANDUM OF AMENDED AND RESTATED LEASE

This Memorandum of Amended and Restated Lease (this "Memorandum") is effective as of the 1st day of January, 2001 by and between LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495 (hereinafter called "Lessor" and/or "Lessor Trustee") and LASALLE BANK NATIONAL ASSOCIATION, as successor to LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 (hereinafter called "Lessee" and/or "Lessee Trustee").

A. Lessor and Lessee entered into that certain Lease Agreement (the "Lease Agreement"), dated October 7, 1988, and that certain Memorandum of Lease (the "Original Memorandum"), dated of even date with the Lease, which Original Memorandum was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Official Records"), on October 7, 1988 as Document No. 88464426.

B. The Lease Agreement was subsequently amended by that certain First Amendment to Lease Agreement (the "First Amendment") dated as of April 20, 1989, and further amended by that certain Second Amendment to Lease Agreement (the "Second Amendment") dated as of January 1, 1993, each by and between Lessor and Lessee.

C. The Original Memorandum was subsequently amended by that certain First Amendment to Memorandum of Lease dated of even date with the First Amendment, which First Amendment to Memorandum of Lease was recorded on May 10, 1989 in the Official Records as Document No. 89209932 and further amended by that certain Second Amendment to Memorandum of Lease dated of even date with the Second Amendment date which was recorded on November 16, 1993 in the Official Records as Document No. 93932804.

D. Effective as of January 1, 2001, the Lease Agreement, as amended by the First Amendment and Second Amendment has been amended and restated in its entirety by an

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Amended and Restated Lease Agreement (the "Amended and Restated Lease") effective as of January 1, 2001 made by and between Lessor and Lessee (the Lease Agreement as amended by the First Amendment, the Second Amendment and as amended and restated in the Amended and Restated Lease is hereinafter collectively referred to as the "Lease").

E. Lessee and Lessor have agreed to enter into this Memorandum to give notice of the existence of the Lease.

F. Pursuant to the Lease, Lessor (among other things) leased to Lessee that certain real property (the "Real Property") as described therein and legally described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease referred to herein is an amendment and restatement in its entirety of the Lease referred to in the Original Memorandum, the First Amendment to Memorandum of Lease and the Second Amendment to Memorandum of Lease and is the Lease as defined in Recital D hereof.

2. Ratification. This Memorandum shall be considered as an amendment and supplement to the Original Memorandum, the First Amendment to Memorandum of Lease and the Second Amendment to Memorandum of Lease (hereinafter collectively the "Memorandum") and, except as hereinabove expressly amended and supplemented, the Memorandum and all terms, conditions and provisions thereof shall in all respects remain unamended and unchanged and shall be deemed to be hereby restated, ratified and reaffirmed. All references to the Memorandum in the Memorandum or in any other document shall hereinafter be deemed to refer to the Memorandum as amended and supplemented hereby and as it may be further amended, modified, supplemented or restated from time to time.

3. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Trustee Exculpation. This Memorandum is executed by the Lessor Trustee and the Lessee Trustee not individually or personally, but solely as trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such trustees and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Lessor Trustee and/or the Lessee Trustee personally to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such personal liability of the Lessor Trustee and/or the Lessee Trustee, if any, being expressly waived

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by each and every person now or hereafter claiming any right or security under this Memorandum.

The Lessor Trustee and the Lessee Trustee hereby represent that they possess full power and authority to execute and deliver this instrument.

5. Captions. Section captions contained herein are for convenience or reference only and in no way define, limit or interpret the scope or intent of the provisions contained herein.

6. Entire Agreement. This Memorandum constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and statements relating to the subject matter hereof and may not be amended in any manner other than by a supplemental written agreement executed by the parties.

7. Counterparts. This Memorandum may be signed in counterparts, each of which shall be binding upon the parties hereto all of which, taken together, shall constitute one and the same Memorandum.

8. Capitalized Terms. Any term capitalized but not defined herein shall have the same meaning for the purposes hereof as in the Lease.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Memorandum as of the date set forth above.

LESSOR:

LaSalle Bank National Association, not personally but as Trustee, as aforesaid, under Trust Agreement dated September 1, 1988 and known as Trust No. 113495.

By: *Georgeann C. Losurdo*
Name: Georgeann C. Losurdo
Title: ASST. VICE PRESIDENT

LESSEE:

LaSalle Bank National Association, not personally but as Trustee, as aforesaid, under Trust Agreement dated March 1, 1984 and known as Trust No. 107701

By: *Georgeann C. Losurdo*
Name: Georgeann C. Losurdo
Title: ASST. VICE PRESIDENT

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STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

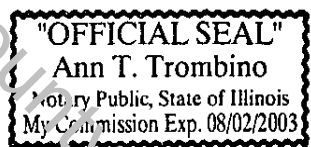
I, ANN T. TROMBINO, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GEORGEANN C. LOSURDO, Vice President of LASALLE BANK NATIONAL ASSOCIATION, as successor trustee, as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of Dec, 2000.

Ann T. Trombino
Notary Public

(Notarial Seal)

My Commission Expires:
8/2/03



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STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I, ANN T. TROMBINO, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Georgann C. Losuda, ^{MSJ} Vice President of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

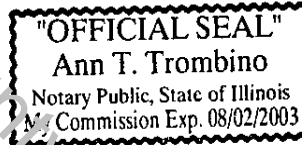
Given under my hand and notarial seal, this 20th day of Dec, 2000.

Ann T. Trombino
Notary Public

(Notarial Seal)

My Commission Expires:

8/2/03



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EXHIBIT A

Legal description of Commercial Parcel

PARCEL ONE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease Agreement dated October 7, 1988 between LaSalle National Bank, Trust No. 113495, as Lessor, and LaSalle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded October 7, 1988 as Document No. 88-464426 and the First Amendment to said Lease, a memorandum of which Amendment was recorded May 10, 1989 as Document No. 89-209932, as further amended by second Amendment to said Lease, dated of even date herewith, a memorandum of which Amendment was recorded on 11/16/93 as Document No. 93-932804 and amended and restated by that certain Amended and Restated Lease Agreement executed November 1, 2000 and effective January 1, 2001 between Lessor and Lessee, a memorandum of which was recorded 1-16, 2001 as Document No. 001034915 (herein collectively called "Ground Lease"), which Ground Lease demises and leases for a term commencing October 7, 1988 and expiring at midnight on June 30, 2064 the following described land (excepting and excluding all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464425) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease) together with all rights and privileges of said lessee as same relate to an interest in real estate:

Lots 1, 2, 3, 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May, 9 1989 as Document No. 89-208433.

PARCEL TWO:

Ownership interest in the improvements located on the land described in Estate One, said interest being all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7 1988 as Document No. 88-464425) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease.

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PARCEL THREE:

Perpetual Easements and other Easement Rights for the benefit of Parcels One and Two as declared and created by the Declaration of Covenants, Conditions, Restrictions and Easements made by LaSalle National Bank, Trust No. 107701, and LaSalle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208434, said easements being over Lots 4 and 5 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208433, together with all of the rights, powers, privileges and benefits under the Declaration of Covenants, Conditions, Restrictions and Easements and any amendments thereof accruing thereunder to the Owner of Parcel One, its successors, legal representatives and assigns.

Permanent Index Number:	17-03-211-023	Volume 496
	(Lot 1)	
	17-03-211-024	
	(Lot 2)	
	17-03-211-025	
	(Lot 3)	
	17-03-211-028	
	(Lot 4)	
	17-03-211-029	
	(Lot 7)	

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