



# UNOFFICIAL COPY

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2001-11-20 14:13:57

Cook County Recorder 29.50



0011090848

RECORDING REQUESTED BY:

Melissa L. White, Paralegal  
Ober, Kaler, Grimes & Shriver  
120 East Baltimore Street  
Baltimore, Maryland 21203-1643  
800-638-6547, ext. 7174

WHEN RECORDED MAIL TO:

NAME Melissa L. White, Paralegal  
MAILING ADDRESS Ober, Kaler, Grimes & Shriver  
120 East Baltimore Street  
CITY, STATE Baltimore, Maryland 21202-1643  
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

REAL PROPERTY WAIVER

by and between

LaSalle National Leasing Corporation (Equipment Lessor)

and

TST 55 EAST MONROE, L.L.C. (Landlord of Premises)

Property of Cook County Clerk's Office

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## LASALLE NATIONAL LEASING CORPORATION

## REAL PROPERTY WAIVER

THIS WAIVER, Made as of the 13<sup>th</sup> day of September, 2000, by and between LASALLE NATIONAL LEASING CORPORATION, its successors and assigns (hereinafter the "Lessor"), and the undersigned.

The undersigned has an interest in the premises more specifically described on the attached schedule (the "Premises"), as landlord under a lease with Sargent & Lundy, LLC dated April 1, 1988, as amended ("Property Lease"). The Premises are now occupied in whole or in part by Sargent & Lundy, LLC, (hereinafter the "Lessee"), and Lessee desires to lease from Lessor certain freestanding computer, and/or telecommunications equipment, and/or furniture systems, which is already on or is to be delivered to or installed on the Premises, (hereinafter collectively the "Equipment"), all of which Equipment is now or hereafter may become subject to a Master Lease Agreement (hereinafter the "Agreement") between Lessor and Lessee and another party; to be used in connection with the business of Lessee as now or hereafter conducted.

Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and interest in and to the Equipment.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby consents and agrees as follows:

1. Title to the Equipment to be leased to Lessee by Lessor is and shall remain in Lessor.
2. All the Equipment may be kept, installed, maintained, used and operated in the Premises; and shall remain personal property notwithstanding the manner or mode of the attachment of such Equipment to the realty and shall not become fixtures.
3. The undersigned waives and agrees not to assert any lien, claim or interest which the undersigned may now have or hereafter may acquire against or in the Equipment by virtue of the undersigned's interest in the real property, or otherwise.
4. In the event of default by Lessee in the performance of any of its obligations pursuant to the Agreement or any extension or renewal of said Agreement, Lessor may: (a) abandon the Equipment in place, or, (b) subject to the terms and conditions of the lease of the Premises, (i) assemble the Equipment and conduct an auction of the Equipment on the Premises, or (ii) remove the Equipment from the Premises in accordance with the terms and conditions of said Agreement.
5. Lessor shall indemnify the undersigned, its agents and employees, against any damages or injuries to any person or property directly and proximately resulting from Lessor's conducting an auction of the Equipment on the Premises or Lessor's removal of the Equipment from the Premises; and Lessor shall repair any physical damage to the Premises resulting from such auction or removal.
6. Lessor may, without affecting the validity of this Waiver, extend the time of the payment of any rental or the performance of any of the other terms and conditions of the Agreement, without the consent of, and without giving notice thereof to, the undersigned.
7. This Waiver shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Waiver to be duly executed as of the day and year first above written.

ATTEST:

TST 55 EAST MONROE, L.L.C.

Alicia Stillman

By: gjn AN  
Andrew J. Nathan  
Vice President

STATE OF New York :  
COUNTY OF New York : SS:

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 14<sup>th</sup> day of September, 2000, personally appeared before me ANDREW J. NATHAN, to me personally known and known to be the person who signed the foregoing Waiver, who, being by me duly sworn and being informed of the contents of said Waiver, stated and acknowledged on oath that he signed, sealed and delivered same with authority as his free and voluntary act and deed, for the uses, purposes and considerations therein mentioned and set forth.

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

**KERRI A. GARRETT**  
Notary Public, State of New York  
No. 01370022001  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 22, 2001

Kerri A. Garrett  
Notary Public

PREPARED BY: OBER, KALER, GRIMES AND SHRIVER  
120 E. BALTIMORE STREET  
BALTIMORE, MARYLAND 21202-1643

Queens County Clerk's Office

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NOTARIAL SEAL  
NOTARY PUBLIC  
STATE OF ILLINOIS  
COMMISSION EXPIRES 12/31/2013

**SARGENT & LUNDY PREMISES**

<b>FLOOR</b>	<b>SQUARE FOOTAGE</b>
Basement	4,791 (Storage)
Concourse	8,144 (Storage)
7(Parking Level 5)	380 (Storage)
8(Parking Level 6)	380 (Storage)
9(Parking Level 7)	630 (Storage)
12(Mechanical Level)	3,537 (Storage)
16 <sup>th</sup>	101
17 <sup>th</sup>	351
18 <sup>th</sup>	104
19 <sup>th</sup>	101
20 <sup>th</sup>	101
21 <sup>st</sup> (Entire Floor)	41,203
22 <sup>nd</sup> (Entire Floor)	42,093
23 <sup>rd</sup> (Entire Floor)	42,093
24 <sup>th</sup> (Entire Floor)	42,093
25 <sup>th</sup> (Entire Floor)	42,093
26 <sup>th</sup>	100
27 <sup>th</sup>	22,346 (Computer Area)
	2,735
28 <sup>th</sup>	100
29 <sup>th</sup>	100
30 <sup>th</sup>	26,786
31 <sup>st</sup>	99
<b>Total Square Footage</b>	<b>280,461</b>

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PARCEL 1:

PARCELS 1-"A" AND 1-"B":

PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15; ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS:

17-15-103-001

17-15-103-002

17-15-103-003

17-15-103-009-8001

17-15-103-009-8002

ADDRESS: 55 E. MONROE  
CHICAGO