

# UNOFFICIAL COPY



Prepared by and after recording  
return to:

Neal, Gerber & Eisenberg LLP  
Two North LaSalle Street, Suite 2200  
Chicago, Illinois 60602  
Attention: Audrey E. Selin, Esq.

Doc#: 0333533209  
Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 12/01/2003 11:11 AM Pg: 1 of 12

8/29/22 12:44  
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## SECOND AMENDMENT TO NINETY-NINE YEAR LEASE

This Second Amendment to Ninety-Nine Year Lease (this "Amendment") is made and entered into this 14 day of October, 2003, by and between Devon Lincoln Properties LLC, an Illinois limited liability company ("Landlord"), as successor-in-interest to Cosmopolitan Bank and Trust, as successor trustee to the Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated December 22, 1956 and known as Trust Number 8278 ("Cosmopolitan") and LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated November 10, 1987 and known as Trust No. 103992-02 ("Tenant").

### RECITALS:

- A. Landlord's predecessor in interest, Devon Golf Links, Inc., and Tenant's predecessors in interest, Rowland Schaefer, Albert Randall and John K. McDonald, entered into that certain Ninety-Nine Year Lease dated March 1, 1957 (the "Original Lease") for that certain property located in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto and made a part hereof.
- B. The Lease was recorded in the Recorder of Deeds Office for Cook County on June 3, 1957, as Document Number 16919942 and recorded in Book 54923 at Page 315 to 331.
- C. Landlord's predecessor-in-interest, Cosmopolitan, and Tenant entered into that certain First Amendment to Ninety-Nine Year Lease dated December 18, 2002 ("First Amendment").
- D. Landlord and Tenant desire to further amend the Lease upon the terms and conditions set forth in this Amendment (the Original Lease, as amended by the First Amendment and this Amendment, is hereafter referred to as the "Lease").

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

1. Rent. From and after the date hereof, the annual "Rent" reserved under Article Four of the Lease (Rent) shall be increased to "Two Hundred Fifty Thousand Dollars (\$250,000)" from "Seventy-Five Thousand Dollars (\$75,000)" and the installments shall be increased to "Forty One Thousand Six Hundred Sixty Six and 67/100 Dollars (\$41,666.67)" from "Twelve Thousand Five Hundred Dollars (\$12,500)". The installment of Rent due and payable on the 1<sup>st</sup> day of April, 2056 shall be increased to "Eighty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$83,333.33)" from "Twenty-Five Thousand Dollars (\$25,000)".

2. Option to Purchase. Article Sixteen of the Lease (Option to Purchase) is deleted in its entirety.

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3. Reaffirmation. Except as expressly provided herein, the Lease shall remain in full force and effect in accordance with its terms.

4. Miscellaneous. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Amendment may not be amended except in writing signed by both parties. This Amendment shall be construed and enforced in accordance with the laws of the State of Illinois. This Amendment shall not be binding until executed and delivered by both parties. This Amendment may be executed in any number of counterparts which together shall constitute the Amendment. In the event that any provision of this Amendment shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Amendment.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

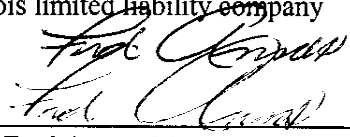
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.


**LANDLORD:**

**TENANT:**

DEVON LINCOLN PROPERTIES LLC  
an Illinois limited liability company

LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to American National Bank  
and Trust Company of Chicago, not personally, but  
as Trustee under Trust Agreement dated  
November 10, 1987 and known as Trust No. 103992-02

By:   
Fred Annes, Manager

By:   
Name: Thomas Porovics  
Title: ASSISTANT VICE PRESIDENT

By: \_\_\_\_\_  
George P. Annes, Manager

By: \_\_\_\_\_  
Linda DeWoskin, Manager

By: \_\_\_\_\_  
Doris D. Roskin, Manager

By: \_\_\_\_\_  
Julie Schwartz, Manager

*This instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the 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 Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made as to information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.*

(being all of the Managers of Devon Lincoln Properties LLC)

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3. Reaffirmation. Except as expressly provided herein, the Lease shall remain in full force and effect in accordance with its terms.

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LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to American National Bank  
and Trust Company of Chicago, not personally, but  
as Trustee under Trust Agreement dated  
November 10, 1987 and known as Trust No. 103992-02

By: \_\_\_\_\_  
Fred Annes, Manager

By: George Annes  
George P. Annes, Manager

By: [Signature]  
Name: \_\_\_\_\_  
Title: **ASSISTANT VICE PRESIDENT**

By: \_\_\_\_\_  
Linda DeWoskin, Manager

By: \_\_\_\_\_  
Doris D. Roskin, Manager

By: \_\_\_\_\_  
Julie Schwartz, Manager

*This instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the 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 Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.*

(being all of the Managers of Devon Lincoln Properties LLC)

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LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to American National Bank  
and Trust Company of Chicago, not personally, but  
as Trustee under Trust Agreement dated  
November 10, 1987 and known as Trust No. 103992-02

By: \_\_\_\_\_  
Fred Annes, Manager

By: \_\_\_\_\_  
Name: ~~Thomas J. ...~~  
Title: ~~ASSISTANT VICE PRESIDENT~~

By: \_\_\_\_\_  
George P. Annes, Manager

By: Linda DeWoskin  
Linda DeWoskin, Manager

This instrument is executed by LaSalle Bank National Association not personally, but solely as Trustee, as aforesaid, in the 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 Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

By: \_\_\_\_\_  
Doris D. Roskin, Manager

By: \_\_\_\_\_  
Julie Schwartz, Manager

(being all of the Managers of Devon Lincoln Properties LLC)

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**LANDLORD:**

**TENANT:**

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an Illinois limited liability company

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as Successor Trustee to American National Bank  
and Trust Company of Chicago, not personally, but  
as Trustee under Trust Agreement dated  
November 10, 1987 and known as Trust No. 103992-02


By: \_\_\_\_\_  
Fred Annes, Manager

By:   
Name: THOMAS POPOVICS  
Title: ASSISTANT VICE PRESIDENT

By: \_\_\_\_\_  
George P. Annes, Manager

By: \_\_\_\_\_  
Linda DeWoskin, Manager

The instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the 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 Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

By:   
Doris D. Roskin, Manager

By: \_\_\_\_\_  
Julie Schwartz, Manager

(being all of the Managers of Devon Lincoln Properties LLC)

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and Trust Company of Chicago, not personally, but  
as Trustee under Trust Agreement dated  
November 10, 1987 and known as Trust No. 103992-02

By: \_\_\_\_\_  
Fred Annes, Manager

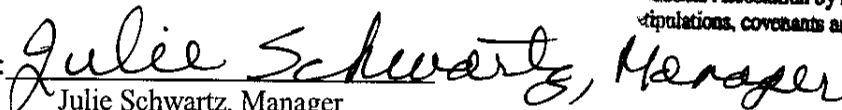
By:   
Name: Thomas Popovics  
Title: ASSISTANT VICE PRESIDENT

By: \_\_\_\_\_  
George P. Annes, Manager

By: \_\_\_\_\_  
Linda DeWoskin, Manager

The instrument is executed by LaSalle Bank National Association not personally, but solely as Trustee, as aforesaid, in the 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 Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made in information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

By: \_\_\_\_\_  
Doris D. Roskin, Manager

By:   
Julie Schwartz, Manager

(being all of the Managers of Devon Lincoln Properties LLC)

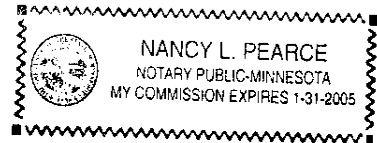


# UNOFFICIAL COPY

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Hennepin )

On this 11<sup>th</sup> day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature Nancy L Pearce  
Nancy L Pearce  
Name (Typed or Printed)  
Notary Public in and for said County and State



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda DeWoskin, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

# UNOFFICIAL COPY

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this 13<sup>th</sup> day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature *Sarah Khoury*  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda DeWoskin, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State



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STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Annes, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

On this 20th day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda DeWoskin, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature Laura Beth Miller  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

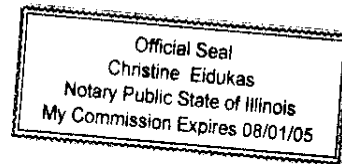


# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Lake ) SS.

On this 13th day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Doris Woskin, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature Christine Eidukas  
CHRISTINE EIDUKAS  
Name (Typed or Printed)  
Notary Public in and for said County and State



STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS.

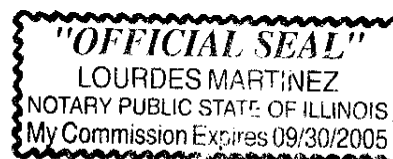
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Julie Schwartz, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

On this 22nd day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Thomas Popovics~~ Thomas Popovics personally known to me (or proved to me on the basis of satisfactory evidence) to be the ~~ASSISTANT VICE PRESIDENT~~ ASSISTANT VICE PRESIDENT of LASALLE BANK NATIONAL ASSOCIATION, that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature Lourdes Martinez  
LOURDES MARTINEZ  
Name (Typed or Printed)  
Notary Public in and for said County and State



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

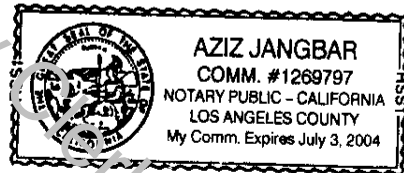
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Doris Woskin, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

~~STATE OF ILLINOIS~~ )  
 ) SS.  
CALIFORNIA )  
COUNTY OF Los Angeles )

On this 11<sup>th</sup> day of October, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Julie Schwartz, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be one of the five Managers of Devon Lincoln Properties LLC, an Illinois limited liability company, that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature *Aziz Jangbar*  
\_\_\_\_\_  
AZIZ JANGBAR  
Name (Typed or Printed)  
Notary Public in and for said County and State



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ of LASALLE BANK NATIONAL ASSOCIATION, that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the company for the uses and purposes therein set forth.

Signature \_\_\_\_\_  
\_\_\_\_\_  
Name (Typed or Printed)  
Notary Public in and for said County and State

# UNOFFICIAL COPY

## EXHIBIT A

THAT PART OF THE NORTH EAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE (AS WIDENED); NORTHWESTERLY OF THE NORTHWESTERLY LINE OF MCCORMICK ROAD (ALSO KNOWN AS KIMBALL AVENUE) AND SOUTH OF THE SOUTH LINE OF DEVON AVENUE (AS WIDENED), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

3 02 202 005  
008 - 010  
012, 013, 015 - 018  
020, 021 - 022  
Property of Devon, Lincoln &  
McCormick, (Chicago)