## **UNOFFICIAL COPY**

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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

### SECOND AMENDMENT TO NINETY-NINE YEAR LEASE

This Second Amendment to Ninety-Nine Year Lease (this "Amendment") is made and entered into this \_/L\_\_ 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, 19.6 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 Prige 315 to 331.
- C. Landlord's predecessor-in-interest, Cosmopolitan, and Yenar's entered into that certain First CE Amendment to Ninety-Nine Year Lease dated December 18, 2002 ("First Amendment").
- D. Landlord and Tenant desire to further amend the Lease upon the tenns 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").

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.

BOX 333-CTI

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- 3. <u>Reaffirmation</u>. 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. Finding Effect. This Amendment shall be binding upon and shall inure to the benefit of the respective parties, heir successors and assigns.

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

LAND	LORD:	TENANT:
	N LINCOLN PROPERTIES LLC ois limited liability company	LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank
	Find Compail	and Trust Company of Chicago, not personally, but
D	FILL OF D	as Trustee under Trust Agreement dated
Ву:	Fred Annes, Manager	Nove int er 10,1987 and known as Trust No. 103992-02
Ву:		By: Demander
	George P. Annes, Manager	Name: Troma. Por ovice
		Title: ASSISTANT V (X) PROFIDENT
Ву:		7
	Linda DeWoskin, Manager	0'
		This manufactures is executed by LaSatte Benk National A sociation, and personally, but solely as Tristice, as aforesald, in the execute of the power and metistrity conferred upon and vested in it as such Truste. All the terms,
Ву:		Attack to the property of the continuous propert
	Doris D. Roskin, Manager	** Asalic Bank National Association are uncertainty it sole year made a aforesaid, and not individually and all statements herein made a aforesaid, and not individually and all statements herein made a aforesaid, and not individually and all statements herein made a aforesaid and an another made in the statement in the statemen
Ву:		Patiental Association by sussess of any of the serms, provisions.
	Julie Schwartz, Manager	elimisticus, covenants meero: elaminens columnes sa dil

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- 5. <u>Sinding Effect</u>. This Amendment shall be binding upon and shall inure to the benefit of the respective parces, their successors and assigns.

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

LAN	DLORD:	TENANT:
	ON LINCOLN PROPERTIES LLC, linois limited liability company	LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but
Ву:_	F1A M	es Trustee under Trust Agreement dated November 10,1987 and known as Trust No. 103992-02
By:	Fred Annes, Manager  George P. Annes, Manager	By:
Ву:		7,6
Ву:	Linda DeWoskin, Manager	provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association and the statement of the power provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by a stelly as Trustee,
By:	Doris D. Roskin, Manager	as aforesaid, and not individually and all statements here wade are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSaile Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.
- J - <u></u>	Julie Schwartz, Manager	SUPRISHOUS, COVERNMENTS DIRECTOR SECURITIONS
<i>a</i> ·	11 64 35	

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

LANDLORD:	9/	TENANT:
DEVON LINCOLN PRO an Illinois limited liabilit		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
By:		November 10,1987 and known as Trust No. 103992-02
Fred Annes, Mar	nager	
By:		By: Demonstone
George P. Annes	, Manager	Name:
By: 21 d	2 Wal	74/
Linda DeWoskin	, Manager	This mathematical as executed by LaSa'le blank Mannari Association and personally, but solely as Trustee, as aforesa'le in the exercise of the power and mathematic conferred around a state of the power and mathematical conferred around and mathematical conferred around a state of the power and mathematical conferred around a state of the p
		and authority conferred upon and vested in it as not Trustee All the terms provisions, stipulations, covenants and conditions to be performed by
By:	· · · ·	LaSalle Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements I erein made are made
Doris D. Roskin,	Manager	personal liability shall be asserted or be enforceable against LaSalle Bank National Association by person of any of the towns.
By:		stipulations, coverants and/or statements contained in this instrument.
Julie Schwartz, M	/anager	
/I . 11 Cd 34	0.75	_

0333533209 Page: 5 of 12

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

LANDLOKD:	IENANI:
DEVON LINCOLN PROPERTIES LLC,	LASALLE BANK NATIONAL ASSOCIATION,
an Illinois limited liability company	as Successor Trustee to American National Bank
	and Trust Company of Chicago, not personally, but
	as Trustee under Trust Agreement dated
By:	November 10,1987 and known as Trust No. 103992-02
By:Fred Annes, Manager	0
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By:	By: I Duman et apare
George P. Annes, Manager	Name: Thomas Popovics
333,54 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Title: ASSI TOT VICE PRESIDENT
	TALLO.
By:	The manuscres is enected by Ladell's Bank Namonal Association, and
Linda DeWoskin, Manager	
Direct Do Woodin, Wanager	
$(1 \setminus (1 \setminus$	provisions, stipulations, covenants and conditions to be performed by a sociale Bank National Association are undertaken by it only as Trustee, as aforesaid, and not individuelly and all the provisions.
By: Chir & Seil	
· · · · · · · · · · · · · · · · · · ·	
Doris D. Roskin, Manager	
	National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.
n	state of state of state of the
By:	
Julie Schwartz, Manager	
(being all of the Managers of Devon Lincoln Pr	onerties LLC)

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

LANDLORD:	T	ENANT:
DEVON LINCOLN PROPER		ASALLE BANK NATIONAL ASSOCIATION,
an Illinois limited liability cor	• •	Successor Trustee to American National Bank
	an	d Trust Company of Chicago, not personally, but
Ву:		Trustee under Trust Agreement dated
By: Fred Annes, Manager		ov mber 10,1987 and known as Trust No. 103992-02
1 red 7 times, ividinager		
Ву:	By	- Lagot some Later
George P. Annes, Mar		ame: The mass Postevice
·	Ti	tle: ASSISC NO VICE PRESIDENT
Ву:		The transporter is executed by LaSolle Beek National Amoration and
Linda DeWoskin, Ma	nager	percentally, but solely as Trut te, as aforesaid, in the exercise of the power and mathority conferred upon and visted in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by a Salle Bank National Association are and staken by it solely as Trustee,
By:		ascressed, and not individually and all statements bearing made one made
Doris D. Roskin, Man	ager	information and belief and are to be construct accordingly, and no
By: Julie So	Levar	detional Association by meason of any of the terms, provisions, dipulations, covenants and/or statements contained in this instrument.
Julie Schwartz, Manag	ger C	

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# **UNOFFICIAL COPY**

STATE OF MINNESOTA )	
) SS.	
COUNTY OF Hemepin	
On this //TH day of Cetober	in the year 2003, before me, the
undersigned, a Notary Public in and for said County and Stat	e, personally appeared Fred Annes.
personally known to me (or proved to me on the basis of satisfac	ctory evidence) to be one of the five
Managers of Devon Lincoln Properties LLC, an Illinois limited l	iability company, that he signed and
delivered the said instrument as his own free and voluntary act and	d as the free and voluntary act of the
company for the uses and purposes therein set forth.	
M. 20	
Signature Money & Teach	B^^^^
Narcy L Pearce	NANCY L. PEARCE
ivame (Typed or Printed)	NOTARY PUBLIC-MINNESOTA MY COMMISSION EXPIRES 1-31-2005
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 known to me (or proved to me on the basis of satisfactions).	rsonally appeared George P. Annes,
Managers of Devon Lincoln Properties LLC, an Illinois limited li	ability 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.	
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Signature	C/A/
Name (Typed or Printed)	0.
Notary Public in and for said County and State	74,
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STATE OF ILLINOIS )	V <sub>fc</sub> .
STATE OF ILLINOIS ) ) SS. COUNTY OF)	1/0
COUNTY OF	SOME CO
On this day of	
On this day of, undersigned, a Notary Public in and for said County and State, pe	in the year 2003, before me, the
personally known to me (or proved to me on the basis of satisfac	tory evidence) to be one of the five
Managers of Devon Lincoln Properties LLC, an Illinois limited lia	bility 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)	
Name (Typed or Printed) Notary Public in and for said County and State	

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# **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 Publicit and for said County and State
STATE OF ILLINOIS
COUNTY OF
On this
STATE OF ILLINOIS  SSS.  COUNTY OF
On this
Signature
Name (Tarrell Discus)
Name (Typed or Printed) Notary Public in and for said County and State

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# **UNOFFICIAL COPY**

STATE OF MINNESOTA )
COUNTY OF
On this
Signature
Name (Typed or Printed)
Notary Public is and for said County and State
STATE OF ILLINOIS
COUNTY OF
On this day of , in the year 2003, before me the
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 Illi 1013 limited liability company, that he signed and
delivered the said instrument as his own free and volun ary act and as the free and voluntary act of the
company for the uses and purposes therein set forth.
Signature
None (True des Driet 1)
Name (Typed or Printed)  Notary Public in and for said County and State
STATE OF ILLINOIS ) SS. COUNTY OF COOK
STATE OF ILLINOIS )
COLDITIZED (See K.
COUNTY OF COOK
On this 20th day of October, in the year 2003, before me, the
On this day of UCTO , 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.
OFFICIAL SEAL LAURA BETH MILLER
Signature \(\frac{1}{1}\text{NOTARY PUBLIC, STATE OF ILLINOIS }\)
MY COMMISSION EXPIRES 12-7-2004 §
Name (Typed or Printed)
Notary Public in and for said County and State

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# **UNOFFICIAL COPY**

	STATE OF ILLINOIS )
	COUNTY OF SS.
	On this 13th day of Octuber, 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.
	company for the uses and purposes therein set forth.
	OA = I = OA
	Signature (Dupline Claura)
	Christine Edu
	The state of the s
	Notary Public in and for said County and State  My Commission Expires 08/01/05  My Commission Expires 08/01/05
	STATE OF ILLINOIS )
	STATE OF ILLINOIS ) CC
	COUNTY OF )
	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 Julie Schwartz,
	personally known to me (or proved to me on the lasis of satisfactory evidence) to be one of the five
	Managers of Devon Lincoln Properties LLC, an Illino's imited 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.
	company for the does and purposes mercan services.
	Name (Typed or Printed)
	Name (Transd on Drinted)
	Name (Typed or Printed)
	Notary Public in and for said County and State
	STATE OF ILLINOIS ) COUNTY OF COOK ) SS.
	STATE OF INDUITION ) SS.
	COUNTY OF COOK SS.
	On this 2200 day of day of in the year 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
	undersigned, a Notary Public in and for said County and State, personally appeared Thomas Popovice
	personally known to me (or proved to me on the basis of satisfactory evidence) to be the personally known to me (or proved to me on the basis of satisfactory evidence) to be the large vice provided in LASALLE BANK NATIONAL ASSOCIATION, that _he signed and
18	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 Mule IV lation "OFFICIAL STATES
	LOURDES MARTINEZ
	Name (Typed or Printed)  LOURDES MARTINEZ  NOTARY PUBLIC STATE OF ILLINOIS
	Notary Public in and for said County and State  My Commission Expires 09/30/2005

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS )
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
CALIFORNIA
STATE OF ELINOIS
COUNTY OF Los ANGELES) 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 Illino's 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 Ozir forfan  AZIZ JANGBAR COMM. #1269797 NOTARY PUBLIC - CALIFORNIA GO LOS ANGELES COUNTY My Comm. Expires July 3, 2004
Name (Typed or Printed)
Notary Public in and for said County and State  STATE OF ILLINOIS ) SS.  COUNTY OF
CTATE OF HIBIOIC
STATE OF ILLINOIS ) ) SS.
COUNTY OF) SS.
On this day of in the room 2002 1 C at
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

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## 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.

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