

# UNOFFICIAL COPY

LOAN NUMBER 3224862



Prepared by and after recording  
return to:

Powell Goldstein LLP  
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Dallas, Texas 75201  
Attn: Robin R. Green, Esq.

Doc#: 0814234114 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/21/2008 03:10 PM Pg: 1 of 15

DEC 2 11 43 L 1 DR

## AMENDMENT TO LOAN AGREEMENT AND MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING

THIS AMENDMENT TO LOAN AGREEMENT AND MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING ("**Amendment**") dated as of ~~April 16~~ <sup>May 16</sup>, 2008, is made by and among 360 North Michigan Properties LLC, One North Dearborn Properties LLC ("One North Dearborn"), and One North LaSalle Properties LLC, each a Delaware limited liability company (collectively, "**Borrower**"), Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-6, ("**Lender**"), and Dearborn GL Fee LLC, a Delaware limited liability company (such entity and any successor owner of the Dearborn Ground Lease Fee and ground lessor's interest in the Ground Lease, hereinafter "**Fee Obligor**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Loan Agreement (defined below).

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### RECITALS

A. Bear Stearns Commercial Mortgage, Inc., a New York corporation ("**Original Lender**") made a loan (the "**Loan**") to Borrower in the stated principal amount of One Hundred Seventy-Four Million Five Hundred Thousand and No/100 Dollars (\$174,500,000.00) evidenced by that certain promissory note in the maximum principal amount of One Hundred Sixty Five Million and No/100 Dollars (\$165,000,000.00) dated as of February 9, 2006 ("**Note A**") and evidenced by that certain promissory note in the maximum principal amount of Nine Million Five Hundred Thousand and No/100 Dollars (\$9,500,000.00) dated as of February 9, 2006 ("**Note B**", together with Note A, the "**Note**") and that certain Loan Agreement dated as of February 9, 2006 (the "**Loan Agreement**"), by and between Borrower and Original Lender. The proceeds of Note B were not disbursed by Lender to Borrower.

B. To secure the repayment of the Note, the Borrower executed and delivered to Original Lender, among other instruments (i) that certain Mortgage, Security Agreement, and Fixture Filing dated February 9, 2006 and recorded as Document No. 0604503109 of the Real Property Records of Cook County, Illinois ("**Security Instrument**"), and (ii) that certain Assignment of Leases and Rents dated February 9, 2006 and recorded as Document No. 0604503110 of the Real Property Records of Cook County, Illinois ("**Assignment**"). The

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Security Instrument and Assignment encumber those three certain properties located in Chicago, Illinois known as 360 North Michigan Avenue, One North Dearborn (“**One North Dearborn Property**”) and One North LaSalle, and more particularly described in the Security Instrument and Loan Agreement (collectively, the “**Mortgaged Property**”).

C. The Loan is further evidenced or secured by various other documents by and among Original Lender, Borrower, and others (together with the Note, the Loan Agreement, and the Security Instrument, the “**Loan Documents**”).

D. Lender is the current holder of the Note and the owner of the Loan and the Loan Documents in connection with the issuance of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-6 (the “**Certificates**”).

E. Bank of America, National Association (“**Master Servicer**”) is the Master Servicer of the Mortgage Loan.

F. The One North Dearborn Property encumbered by the Security Instrument consists of a fee interest in a portion of the One North Dearborn Property and leasehold interest in a portion thereof as set forth in that certain Amended and Restated Lease (“**Ground Lease**”) dated effective as of January 1, 2002, between Madison Street Associates, L.L.C. (“**Landlord**”) and 1 North Dearborn Trust (“**Tenant**”).

G. Pursuant to the terms of the Ground Lease, Tenant held an option to purchase the fee interest (“**Dearborn Ground Lease Fee**”) from the Landlord, provided the option was exercised on or before December 31, 2006. One North Dearborn formed Fee Obligor in order to acquire the Dearborn Ground Lease Fee. Fee Obligor is a single member LLC whose sole member is One North Dearborn.

H. Borrower has requested that Lender consent to the transfer of ownership of Fee Obligor to CB Dearborn LLC and RW Dearborn LLC, whose ownership interest will be sixty percent (60%) and forty percent (40%), respectively. In connection with the transfer of ownership of Fee Obligor, Fee Obligor will grant Lender a first mortgage on the Dearborn Ground Lease Fee as additional security for the Loan (“**Dearborn Fee Mortgage**”).

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

1. Consent. Subject to the terms of this Amendment, Lender has agreed to consent to the transfer of ownership of Fee Obligor to CB Dearborn LLC and RW Dearborn LLC, as more particularly set forth herein, which transfer of ownership shall cure any default under the Loan Documents that arose from the acquisition of the Dearborn Ground Lease Fee by Fee Obligor.

2. Loan Agreement. Fee Obligor does hereby mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey its interest in and to the Dearborn Ground Lease Fee to Lender as security for the Loan and the obligations set forth in the Loan Documents and agrees that for all purposes under the Loan Documents, the term One Dearborn Property is hereby

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amended to include the Dearborn Ground Lease Fee. Notwithstanding the foregoing, Fee Obligor shall not be a "Borrower" for purposes of the Loan Documents.

3. Ground Lease. The Ground Lease shall continue in full force and effect, and so long as no Event of Default has occurred, any rent due to landlord under the Ground Lease shall be paid to the Fee Obligor in accordance with the existing terms of the Ground Lease. All amounts on deposit in the Ground Lease Reserve Fund shall be released to or at the direction of One North Dearborn. So long as the Dearborn Ground Lease Fee is held by an Affiliate (as defined in the Loan) of Borrower, Borrower shall not be required to make monthly deposits to the Ground Lease Reserve Fund under Section 7.4.1 of the Loan Agreement. If at any time the Dearborn Ground Lease Fee ceases to be held by an Affiliate of Borrower, the requirements of Section 7.4.1 shall be reinstated, and Borrower shall be required to make an initial escrow deposit sufficient to make the remaining one-twelfth (1/12) deposits due thereunder adequate to pay the total amount required for Ground Rent at least thirty (30) days prior to its due date.

4. Foreclosure. Lender shall not foreclose on the Dearborn Ground Lease Fee unless Lender also forecloses on the remaining real property constituting the One North Dearborn Property.

5. Legal Description. The Security Instrument is hereby amended to include the Dearborn Ground Lease Fee. The revised Mortgaged Property description set forth in Section 1.1(b) of the Security Instrument shall be amended to include: Lot 6 in Block 58 in Original Town of Chicago, Part of the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

6. Transfer Restrictions. With respect to the Dearborn Ground Lease Fee, the parties hereby agree as follows:

- (a) Any transfer of the Ground Lease Fee shall be subject to the Mortgage.
- (b) Neither the Ground Lease Fee nor Fee Obligor's interest in the Ground Lease Fee shall be subject to any lien, encumbrance or charge except the Mortgage.
- (c) Notwithstanding any provision herein or in the Loan Documents to the contrary, except as provided in this Section 6, (i) there shall be no restrictions on the direct or indirect transfer of ownership interests in Fee Obligor and (ii) ownership interests in Fee Obligor or any direct or indirect owner in Fee Obligor may be pledged in connection with the acquisition of a mezzanine loan provided that all of the following ("Mezzanine Finance Requirements") are satisfied:
  - (i) No Event of Default has occurred under the Loan Documents;
  - (ii) The mezzanine borrower may not be Borrower or any Restricted Party;
  - (iii) The proposed mezzanine financing does not exceed 75% of the appraised value of the Ground Lease Fee as calculated by Lender at the time of funding of the mezzanine financing or at Lender's option as established by an

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appraisal of the Ground Lease Fee prepared by an MAI appraiser approved by Lender and in form and substance acceptable to Lender, which appraisal shall be paid for by Fee Obligor;

(iv) The security for the mezzanine financing does not encumber nor result in any lien or charge upon or against the Dearborn Ground Lease Fee or the Rents;

(v) Neither Borrower nor any Restricted Party may be a guarantor of the mezzanine financing.

7. Borrower and Fee Obligor Representations and Warranties. As a material inducement to Lender to enter into this Amendment, Borrower and Fee Obligor hereby represent and warrant to Lender as of the date of this Amendment:

(a) Except for the mechanic's lien in the amount of \$201,500.00 previously disclosed to Lender, no lien has been placed, agreed or authorized by either of them against the Mortgaged Property or the Dearborn Ground Lease Fee (other than the lien of the Loan Documents, taxes for the current year only, which are not yet due and payable, and the Permitted Encumbrances); and

(b) All information, documents and financial information, respectively, submitted to Lender by the warranting party or its agents relating to the Borrower, Fee Obligor, the Dearborn Ground Lease Fee or the Mortgaged Property is true, correct and complete and accurate in all material respects as of the date of the submission;

(c) The person executing this Amendment on behalf of Borrower and Fee Obligor has the full authority to do so and to bind Borrower and Fee Obligor, as applicable; and

(d) The execution and delivery of this Amendment is duly authorized and all requisite consents required under Borrower's or Fee Obligor's organizational documents have been obtained.

Borrower and Fee Obligor acknowledge and agree that any breach of any of the representations, warranties or covenants contained herein shall constitute an Event of Default under the Loan Documents.

8. Ratification. Except for the specific modification set forth above, nothing herein shall be deemed to be a consent to or waiver or amendment of any covenant or agreement contained in the Security Instrument or any Loan Document, and all covenants and agreements contained in the Security Instrument and the Loan Documents, as modified hereby and thereby, are hereby confirmed and ratified in all respects and shall remain in full force and effect in accordance with their respective terms. Nothing in this Amendment shall affect or be construed to affect (a) the liens, charges, or encumbrances of the Security Instrument or the other Mortgage Loan Documents or the priority thereof, or (b) release or affect the liability of Borrower under or on account of the Loan Documents. Without limiting the foregoing, Borrower affirms, reaffirms,

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acknowledges, confirms and agrees that the Loan Documents continue to represent the valid, binding and enforceable obligations of Borrower. Borrower, Fee Obligor and Lender agree that nothing in this Amendment shall be understood or construed to amount to a satisfaction or release in whole or in part of the Note, the Security Instrument, or any of the other Loan Documents or of the Mortgaged Property from the effect thereof. All terms and conditions of the Loan Documents shall continue in full force and effect except as otherwise provided herein.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute one agreement, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered to Lender. Delivery of an executed counterpart of a signature page to this Amendment by facsimile shall be effective as delivery of a manually executed signature page hereto.

10. Survival. If any one or more of the provisions contained in this Agreement are for any reason invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Governing Law. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE GOVERNED FOR ALL PURPOSES AS SET FORTH IN THE GOVERNING LAW PROVISIONS OF THE LOAN DOCUMENTS.

12. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13. Entire Agreement. THIS AGREEMENT, THE OTHER MODIFICATION DOCUMENTS AND THE MODIFIED LOAN DOCUMENTS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE MODIFICATION OF THE LOAN AND FULLY SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES PERTAINING TO SUCH SUBJECT MATTER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

14. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

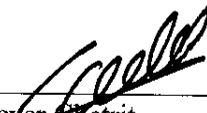
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

**BORROWER:**


**360 NORTH MICHIGAN PROPERTIES LLC**, a Delaware limited liability company

By:   
Name: Meyer Chetrit  
Title: President and Treasurer

**ONE NORTH DEARBORN PROPERTIES LLC**, a Delaware limited liability company

By:   
Name: Meyer Chetrit  
Title: President and Treasurer

**ONE NORTH LASALLE PROPERTIES LLC**, a Delaware limited liability company

By:   
Name: Meyer Chetrit  
Title: President and Treasurer

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STATE OF NEW YORK )  
: SS.:  
COUNTY OF New York )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Meyer Chetrit, personally known to me to be the President and Treasurer of 360 North Michigan Properties LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of April, 2008.

Lois Hutter Sanchez  
Notary Public

My Commission Expires:

April 24, 2011

LOIS HUTTER SANCHEZ  
Notary Public, State of New York  
No. 01HU5042516  
Qualified in Queens County  
Commission Expires April 24, 2011

STATE OF NEW YORK )  
: SS.:  
COUNTY OF New York )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Meyer Chetrit, personally known to me to be the President and Treasurer of One North Dearborn Properties LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of April, 2008.

Lois Hutter Sanchez  
Notary Public

My Commission Expires:

April 24, 2011

LOIS HUTTER SANCHEZ  
Notary Public, State of New York  
No. 01HU5042516  
Qualified in Queens County  
Commission Expires April 24, 2011

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STATE OF NEW YORK )  
: SS.:  
COUNTY OF New York )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Meyer Chetrit, personally known to me to be the President and Treasurer of One North LaSalle Properties LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of April, 2008.

Lois Hutter Sanchez  
Notary Public

My Commission Expires:

April 24, 2011

LOIS HUTTER SANCHEZ  
Notary Public, State of New York  
No. 01HU5042516  
Qualified in Queens County  
Commission Expires April 24, 2011



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LENDER:

**WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6**

By: Bank of America, National Association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of November 1, 2006

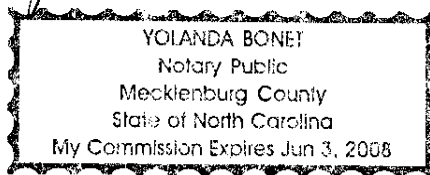
By: *Dean B. Roberson*  
Name: Dean B. Roberson  
Title: Principal

Property of Cook County Clerk's Office

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG ) ss.:

On the 10 day of April in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared Dean B. Roberson, Principal of Bank of America, National Association, as Master Servicer for WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Yolanda Bonet*  
(Signature and office of individual taking acknowledgment.)



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FEE OBLIGOR:

DEARBORN GL FEE LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Meyer Chetrit

Title: President and Treasurer

STATE OF NEW YORK )

: SS.:

COUNTY OF New York )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Meyer Chetrit, personally known to me to be a President and Treasurer of Dearborn GL Fee LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of April, 2008.

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

My Commission Expires:

April 24, 2011

LOIS HUTTER SANCHEZ  
Notary Public, State of New York  
No. 01HU5042516  
Qualified in Queens County  
Commission Expires April 24, 2011

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN ASSESSORS DIVISION OF LOTS 4, 5 AND THE WEST 43 FEET OF LOT 3 AND THE WEST 30 FEET OF LOT 6 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF MADISON STREET) IN BLOCK 56 OF THE ORIGINAL TOWN OF CHICAGO IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

(17 09 460 001 0000)

#### PARCEL 2:

LOTS 11, 12, 13, 14 AND 15 IN THE SUBDIVISION OF LOT 5 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 001 0000, 17 09 464 002 0000, 17 09 464 003)

#### PARCEL 3:

LOT 2 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FOR THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 007 0000)

#### PARCEL 4:

LOT 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FOR THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 008)

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**PARCEL 5:**

THAT PORTION OF THE WEST 10 FEET OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO LYING WEST AND ADJOINING LOTS 2 AND 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 AFORESAID IN COOK COUNTY, ILLINOIS IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(17 09 464 007 and 008)

**SUB-PARCEL 5-A (FEE):**

THE WEST 50 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(17 09 464 010 000)

**PARCEL 6:**

**SUB-PARCEL 5B (LEASEHOLD):** THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AS LESSOR, AND MADISON-STATE DEARBORN BUILDING CORPORATION AS LESSEE, DATED APRIL 28, 1952 AND RECORDED MAY 7, 1952 AS DOCUMENT 15336526 IN THE RECORDERS OFFICE OF COOK COUNTY ILLINOIS AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO 1 NORTH DEARBORN, INC., AS TRUSTEE FOR 1 NORTH DEARBORN TRUSTEE, A DELAWARE BUSINESS TRUST, DATED SEPTEMBER 28, 1998 AND RECORDED OCTOBER 6, 1998 AS DOCUMENT NO. 98593831, AS AFFECTED BY AMENDED AND RESTATED LEASE DATED FEBRUARY 28, 2002 BUT EFFECTIVE AS OF JANUARY 1, 2002 BETWEEN MADISON STREET ASSOCIATES, L.L.C. AND 1 NORTH DEARBORN TRUST, A MEMORANDUM OF WHICH WAS RECORDED MARCH 5, 2002 AS DOCUMENT 0020249380 AS FURTHER AFFECTED BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE DATED DECEMBER 19, 2002 BY AND BETWEEN 1 NORTH DEARBORN TRUST, A DELAWARE BUSINESS TRUST, AS ASSIGNOR, AND 1 NORTH DEARBORN PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS ASSIGNEE, AS RECORDED DECEMBER 27, 2002 AS DOCUMENT NO. 0021443945 AND COVERING THE FOLLOWING DESCRIBED PROPERTY:

LOT 6 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 6A:**

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**LOT 6 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

**(17-09-464-011)**

**PARCEL 7:**

**DELETED**

**PARCEL 8:**

**LOT 1 IN THE SUBDIVISION OF LOT 8 AND THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET (AS FIXED BY AN ACT OF THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845) AS APPEARS FROM PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20, IN COOK COUNTY, ILLINOIS.**

**(17 09 464 006 0000)**

**PARCEL 9:**

**THAT PORTION OF THE WEST 10 FEET OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO LYING WEST OF AND ADJOINING LOT 1 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 AFORESAID, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

**(17 09 464 006 0000)**

**PARCEL 10:**

**LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO SUBLOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8 AND 10 TO 19 INCLUSIVE IN SAID BLOCK 4;**

**EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART THEREOF LYING NORTH AND NORTH EASTERLY OF A LINE DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE EAST LINE OF LOT 1 IN SAID BLOCK 4, SAID LINE BEING THE WEST LINE OF NORTH MICHIGAN AVENUE, 44.01 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 5; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE SAID EAST LINE OF LOT 1 A DISTANCE OF 40.67 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING WITH THE LAST DESCRIBED LINE AN ANGLE OF 143 DEGREES 3 MINUTES 30 SECONDS TO THE SOUTHEASTERLY LINE OF RIVER STREET; (NOW KNOWN AS WACKER DRIVE);**

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**AND FURTHER EXCEPTING FROM SAID PROPERTY A PORTION OF SAID LOT 2 IN BLOCK 4 AND OF SUBLOT 1 OF SAID RESUBDIVISION DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE POINT OF THE SOUTHEASTERLY LINE OF RIVER STREET WITH THE SOUTHERLY LINE OF THE PLAZA (CREATED BY AN ORDINANCE OF THE CITY COUNCIL OF CHICAGO, PASSED MARCH 23, 1914, FOR THE OPENING AND WIDENING OF MICHIGAN AVENUE) AND RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 49.139 FEET TO ITS INTERSECTION WITH A LINE DRAWN 4.833 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE PLAZA ABOVE DESCRIBED; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 0.901 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN 0.542 FEET SOUTHERLY FROM AND PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF THE PLAZA, A DISTANCE OF 25.076 FEET TO ITS INTERSECTION WITH A LINE DRAWN 23.343 FEET SOUTHEASTERLY FROM AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF RIVER STREET; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 4.833 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN 5.375 FEET SOUTHERLY FROM AND PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF PLAZA, A DISTANCE OF 23.343 FEET TO ITS INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RIVER STREET AND THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 5.375 FEET TO THE PLACE OF BEGINNING.**

**ALSO EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY A PORTION OF LOTS 1 AND 2 IN SAID BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTH LINE OF THE PLAZA (CREATED BY AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED MARCH 23, 1914, FOR THE OPENING AND WIDENING OF NORTH MICHIGAN AVENUE) WHICH POINT IS 22.933 FEET WEST OF SAID WEST LINE OF SAID NORTH MICHIGAN AVENUE AND RUNNING THENCE NORTH ON A LINE PARALLEL WITH SAID WEST LINE A DISTANCE OF 4.833 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF PLAZA A DISTANCE OF 24.164 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF PLAZA; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 8.041 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF PLAZA; AND THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 17.737 FEET TO THE PLACE OF BEGINNING.**

**(17 10 300 001 0000, 17 10 300 002 0000, 17 10 300 003 0000)**

**PARCEL 11:**

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**THE NORTHEASTERLY HALF OF LOT 4 ADJOINING LOT 3 IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN FORT DEARBORN ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.**

**(17 10 300 004 0000)**

**LESS AND EXCEPT FROM PARCELS 10 AND 11 THE FOLLOWING DESCRIBED TRACT OF LAND:**

**THAT PART OF LOTS 3 AND 4 IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE (RIVER STREET) WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4 IN LOOMIS AND OTHERS RESUBDIVISION AND RUNNING;**

**THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID WACKER DRIVE (RIVER STREET) A DISTANCE OF 62.55 FEET;**

**THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 92 DEGREES 31 MINUTES 33 SECONDS, AS MEASURED FROM SOUTHWESTERLY TO SOUTHEASTERLY WITH THE LAST DESCRIBED LINE, A DISTANCE OF 100.57 FEET TO A POINT ON THE NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT, SAID POINT BEING ALSO ON THE SOUTHEASTERLY LINE OF LOT 3 AFORESAID AND 61.79 FEET NORTHEASTERLY OF THE OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF LOT 4 AFOREMENTIONED, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT;**

**THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT, SAID NORTHWESTERLY LINE BEING HERE ALSO THE SOUTHEASTERLY OF LOTS 3 AND 4 AFORESAID, A DISTANCE OF 61.79 FEET TO SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF LOT 4;**

**THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF NORTHEASTERLY HALF OF LOT 4, A DISTANCE OF 100.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.**

**(17 10 300 003 0000 and 17 10 300 004 0000)**

**360 N. Michigan, Chicago, IL, 1 N. Dearborn St, Chicago, IL and 1 N. LaSalle St., Chicago, IL**