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Doc#: 0825418111 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/10/2008 02:51 PM Pg: 1 of 12

NCS 3047188
DEC 19 2008

30 NORTH LASALLE, L.P., as mortgagor

to

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee of U.S. Bank National Association, not individually but solely as trustee (in such
capacity for Maiden Lane Commercial Mortgage-Back Securities Trust 2008-1 (as
successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York
corporation), as mortgagee

FIRST AMENDMENT TO AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

Dated: As of August 29, 2008

Location: 30 North LaSalle Street, Chicago, Illinois

County: Cook

PIN: 17-09-457-007, 17-09-457-008, 17-09-457-009

MERS MIN: 8000101-0000006868-3

PREPARED BY AND UPON
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: William P. McInerney, Esq.

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FIRST AMENDMENT TO AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Amendment**") is made as of this 29th day of August, 2008, by **30 NORTH LASALLE, L.P.**, a Delaware limited partnership, having its principal place of business at c/o Tishman Speyer, 45 Rockefeller Plaza, New York, New York 10111, as mortgagor ("**Mortgagor**") for the benefit of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, a Delaware corporation, having an address at 1595 Spring Hill Road, Suite 310, Vienna, Virginia 22182 ("**Beneficiary**"), as nominee of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as trustee (in such capacity "**USB**") for **MAIDEN LANE COMMERCIAL MORTGAGED-BACKED SECURITIES TRUST 2008-1** (the "**Trust**"), having an address at 60 Livingston Avenue, EP-MN WS3D, St. Paul, Minnesota 5107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York Corporation, having its address at 383 Madison Avenue, New York, New York 10179 ("**Original Lender**").

WITNESSETH:

WHEREAS, USB, on behalf of the Trust, is the owner and holder of that certain Amended and Restated Promissory Note (the "**Original Note**") dated March 12, 2008 in the original principal amount of \$710,000,000.00 made by Mortgagor and the entities set forth on Schedule I annexed hereto (collectively, the "**Other Borrowers**"; Mortgagor and the Other Borrowers, collectively, "**Borrower**") in favor of Original Lender, which Existing Note evidences a mortgage loan made by Original Lender to Borrower in the original principal amount of \$710,000,000.00 (the "**Loan**") pursuant to that certain Amended and Restated Loan Agreement (the "**Original Loan Agreement**"), dated as of March 12, 2008, among Borrower and Original Lender, and;

WHEREAS, the Original Note was secured by, among other things, (i) that certain Amended and Restated Fee and Leasehold Mortgage and Security Agreement, dated as of March 12, 2008, by Mortgagor for the benefit of Beneficiary and recorded March 21, 2008, as Document No. 0808131089, in Cook County, Illinois (the "**Original Mortgage**"), securing, among other things, a fee and leasehold interest in the certain real property (the "**Property**") more particularly described on Exhibit A attached hereto, and (ii) that certain Amended and Restated Assignment of Leases and Rents, dated as of March 12, 2008, by Mortgagor for the benefit of Beneficiary and recorded March 21, 2008, as Document No. 0808131090, in Cook County, Illinois, as amended by that certain First Amendment to Amended and Restated Assignment of Leases and Rents, dated as of the date hereof, by Mortgagor for the benefit of Beneficiary to be recorded in Cook County, Illinois;

WHEREAS, USB, on behalf of the Trust, and Borrower have agreed, in the manner set forth in that certain Note Splitter Agreement, dated the date hereof between USB, on

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behalf of the Trust, and Borrower, that the Original Note shall be split and severed into nine (9) separate promissory notes collectively evidencing the Loan (the “**New Notes**”);

WHEREAS, in connection with the aforementioned transactions, USB, on behalf of the Trust, and Borrower are entering into that certain First Amendment to Amended and Restated Loan Agreement, dated as of even date herewith (the “**Amendment to Loan Agreement**”; the Existing Loan Agreement as amended by the Amendment to Loan Agreement and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) (the New Notes and the Loan Agreement, together with the other documents and instruments evidencing and/or securing the Loan being hereinafter referred to collectively as the “**Loan Documents**”);

WHEREAS, USB, on behalf of the Trust, and Borrower have agreed that USB shall, concurrently with the execution of this Amendment, assign a portion of its interest in the Loan to each of Wachovia Bank, National Association, a national banking association, having an address at 301 South College Street, One Wachovia Center NC0166, Charlotte, North Carolina 28288 (“**WBNA**”) and DeKaBank Deutsche Girozentrale, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany (“**DEKA**”) (together with USB, on behalf of the Trust, WBNA and DEKA, and each of their respective successors and/or assigns, “**Lender**”), respectively and that each of WBNA and DEKA shall assume the Trust’s obligations under the Loan Documents with respect to the assigned interests; and

WHEREAS, Mortgagor and Beneficiary desire to and have agreed to make certain amendments to the Original Mortgage as more particularly set forth herein;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, Mortgagor and Beneficiary now agree to make the following amendments to the Original Mortgage:

1. The phrase “**BEAR STEARNS COMMERCIAL MORTGAGE, INC.**, a New York corporation, having an address at 383 Madison Avenue, New York, New York 10179 (together with its successors and assigns, “**Lender**”), as mortgagee in the Preamble of the Original Mortgage shall be deleted in its entirety and replaced with the following:

“**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as trustee (in such capacity “**USB**”) for **MAIDEN LANE COMMERCIAL MORTGAGED-BACKED SECURITIES TRUST 2008-1** (the “**Trust**”), having an address at 60 Livingston Avenue, EP-MN WS3D, St. Paul, Minnesota 5107, Attention: Structured Finance Maiden Lane CMBS Trust 2008-1 (as successor-in-interest to Bear Stearns Commercial Mortgage, Inc., a New York Corporation, having its address at 383 Madison Avenue, New York, New York 10179 (“**Original Lender**”)), **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, having an address at 301 South College Street, One Wachovia Center NC0166, Charlotte, North Carolina 28288 (“**WBNA**”) and **DEKABANK DEUTSCHE GIROZENTRALE**, a German banking corporation, having an address at Mainzer Landstrasse 16, 60325, Frankfurt am Main, Germany (“**DEKA**”; together with

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USB, Trust and WBNA and each of their successors and/or assigns, “**Lender**”), as mortgagee.”

2. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in, the Original Mortgage and all Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of the Original Mortgage are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.
3. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns forever.
4. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Original Mortgage.
5. Counterparts. This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.
6. Authority. Each of the Mortgagor and Beneficiary represent and warrant to each other that such party and the person executing this Amendment on such party's behalf has the full power and authority to enter into and execute this Amendment and that this Amendment constitutes the valid, binding and enforceable obligation of such party.
7. Governing Law. THIS AMENDMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.
8. Exculpation: Notwithstanding anything to the contrary contained in this Agreement, the limitations on liability as set forth in Section 9.3 of the Loan Agreement are hereby incorporated herein by reference, with the same force and effect as if fully set forth herein.
9. Amendment: This Amendment may not be further modified, amended, changed or terminated orally, but only by an agreement in writing signed by the parties hereto.

[NO FURTHER TEXT ON THIS PAGE]


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IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of the day and year first above written.

MORTGAGOR:

30 NORTH LASALLE, L.P., a Delaware
limited partnership

By: 30 North LaSalle GP, L.L.C., a
Delaware limited liability company, its
general partner

By: 

Name: Steven R. Wechsler
Title: Senior Managing Director

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ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 3 day of September, 2008, by Steven R. Wickson as SMD of 30 NORTH LASALLE, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: _____

Kerri A. Garrett

Notary Public

KERRI A. GARRETT
 Notary Public, State of New York
 No. 01GA6022001
 Qualified in Queens County
 Certificate Filed in New York County
 Commission Expires March 23, 2011

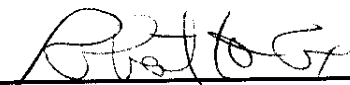
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LENDER:

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF MAIDEN LANE
COMMERCIAL MORTGAGE-BACKED
SECURITIES TRUST 2008-1**

By: Bank of America, N.A., as Master
Servicer

By:  _____

Name: **Robert H Cox**
Title: **Vice President**

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ACKNOWLEDGMENT

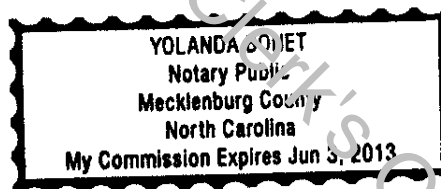
STATE OF North Carolina
COUNTY OF Mecklenburg) ss.:

The foregoing instrument was acknowledged before me this 28 day of Aug, 2008, by Robert H. Cox as Vice President of Bank of America, N.A., as Master Servicer for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MAIDEN LANE COMMERCIAL MORTGAGE-BACKED SECURITIES TRUST 2008 (1).

Witness my hand and official seal

My commission expires: June 3, 2013

Yolanda Bon
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A. THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY; NORTHERN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1918 & KNOWN AS TRUST NUMBER 2-4251, AS LESSOR, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1967 & KNOWN AS TRUST NUMBER 37400, AS LESSEE, DATED NOVEMBER 27, 1968, WHICH LEASE WAS RECORDED FEBRUARY 21, 1969 AS DOCUMENT 20762823, AS AMENDED BY AGREEMENT DATED AUGUST 15, 1972 AND RECORDED ON SEPTEMBER 13, 1972 AS DOCUMENT 22049734 AND AS FURTHER AMENDED BY AGREEMENT DATED AUGUST 23, 1972 AND RECORDED SEPTEMBER 13, 1972 AS DOCUMENT 22049735, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND, EXCEPT THE BUILDING, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON SAID LAND, FOR A TERM OF YEARS BEGINNING DECEMBER 1, 1968, AND ENDING NOVEMBER 30, 2067; BY TRUSTEE'S DEED RECORDED FEBRUARY 28, 2003 AS DOCUMENT 030286944 LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST 123045-07 CONVEYED ITS INTEREST IN SAID LEASE TO IL-30 N. LASALLE STREET, L.L.C. AND FURTHER ASSIGNED TO 30 NORTH LASALLE, L.P. BY IL-30 N. LASALLE STREET, L.L.C., DATED AUGUST 24, 2007 RECORDED AS DOCUMENT 0724760037 IN THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 80 FEET OF LOT 1 AND THE SOUTH 80 FEET OF THE EAST 20 FEET OF LOT 2, ALL IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

B. THE BUILDING, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON THE FOLLOWING:

THE SOUTH 80 FEET OF LOT 1 AND THE SOUTH 80 FEET OF THE EAST 20 FEET OF LOT 2, ALL IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE FEE ESTATE IN LOT 1 (EXCEPT THE SOUTH 80 FEET THEREOF) AND THE EAST 20 FEET OF LOT 2 (EXCEPT THE SOUTH 80 FEET THEREOF), ALL IN BLOCK 55 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39

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NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE FEE ESTATE IN LOT 2 (EXCEPT THE EAST 20 FEET THEREOF) IN BLOCK 55 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

A. THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1972 & KNOWN AS TRUST NUMBER 44540, AS LESSOR, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1969 & KNOWN AS TRUST NUMBER 28985, AS LESSEE, DATED AUGUST 23, 1972, WHICH LEASE WAS RECORDED SEPTEMBER 13, 1972 AS DOCUMENT 22049737, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND, EXCEPT THE BUILDING, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON THE SAID LAND, FOR A TERM OF YEARS BEGINNING AUGUST 23, 1972 AND ENDING NOVEMBER 30, 2067; ASSUMED BY LRP THIRTY NORTH LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASES AND RELATED DOCUMENTS DATED FEBRUARY 3, 1994 AND RECORDED FEBRUARY 4, 1994 AS DOCUMENT 94119230; ASSIGNED TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST 123045-07 BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASES AND RELATED DOCUMENTS DATED JUNE 13, 1997 AND RECORDED JUNE 13, 1997 AS DOCUMENT 97425054; BY TRUSTEE'S DEED RECORDED FEBRUARY 28, 2003 AS DOCUMENT 030286944, LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST 123045-07 CONVEYED ITS INTEREST IN SAID LEASE TO IL-30 N. LASALLE STREET, L.L.C. AND FURTHER ASSIGNED TO 30 NORTH LASALLE, L.P. BY _____, DATED AUGUST 24, 2007 RECORDED AS DOCUMENT 0724760037 IN THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 40 FEET OF LOT 3 IN BLOCK 55 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

B. THE BUILDING, STRUCTURES, IMPROVEMENTS AND FIXTURES LOCATED ON THE FOLLOWING DESCRIBED LAND:

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THE EAST 40 FEET OF LOT 3 IN BLOCK 55 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE FEE ESTATE IN THE EAST 40 FEET OF LOT 3 IN BLOCK 55 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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SCHEDULE I

OTHER BORROWERS

10. 161 North Clark, L.P., a Delaware limited partnership
11. 10 – 30 South Wacker, L.P., a Delaware limited partnership
12. One North Franklin, L.P., a Delaware limited partnership
13. Civic Opera, L.P., a Delaware limited partnership

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