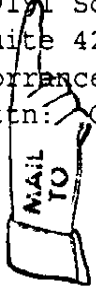




09073108

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Kagei & Matsunaga LLP  
19191 South Vermont Avenue  
Suite 420  
Torrance, CA 90502  
Attn: Geoffrey D. Matsunaga



196000512182 288

SEVENTH AMENDMENT TO AMENDED AND RESTATED  
MORTGAGE AND SECURITY AGREEMENT

11 Net

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is made as of October 12, 1999, by and between SHUWA RIVERFRONT PARTNERSHIP, an Illinois limited partnership ("Mortgagor"), and THE DAI-ICHI KANGYO BANK, LTD., a Japanese banking corporation acting through its Los Angeles Agency ("Mortgagee").

RECITALS

A. Pursuant to that certain Amended and Restated Secured Credit Agreement dated as of January 11, 1996, among Shuwa Investments Corporation, a California corporation (the "Borrower"), Mortgagor, Shuwa Corporation of Chicago, an Illinois corporation ("Shuwa Chicago"), Shuwa Wacker Corporation, an Illinois corporation ("Shuwa Wacker"), and Mortgagee (as modified by that certain Loan Modification Agreement dated as of July 11, 1996, that certain Second Loan Modification Agreement dated as of January 13, 1997, that certain Third Loan Modification Agreement dated as of July 11, 1997, that certain Fourth Loan Modification Agreement dated as of January 12, 1998, that certain Fifth Loan Modification Agreement dated as of July 10, 1998, and that certain Sixth Loan Modification Agreement

# UNOFFICIAL COPY

dated as of April 12, 1999, the "Credit Agreement"), Mortgagee made a loan to the Borrower in the original principal amount of \$21,000,000 (the "Loan").

B. The Loan is evidenced by that certain Amended and Restated Secured Promissory Note dated January 11, 1996, as modified by that certain Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1996, that certain Second Amendment to Amended and Restated Secured Promissory Note dated as of January 13, 1997, that certain Third Amendment to Amended and Restated Secured Promissory Note dated as of July 11, 1997, that certain Fourth Amendment to Amended and Restated Secured Promissory Note dated as of January 13, 1998, that certain Fifth Amendment to Amended and Restated Secured Promissory Note dated as of July 10, 1998, and that certain Sixth Amendment to Amended and Restated Secured Promissory Note dated as of April 12, 1999 (as so modified, the "Note"), made by the Borrower in favor of Mortgagee in the original principal amount of \$21,000,000.

C. The Note is secured by, among other things, (i) that certain Amended and Restated Mortgage and Security Agreement dated as of January 11, 1996, executed by Mortgagor, as mortgagor, for the benefit of Mortgagee, as mortgagee, recorded on February 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-157849, as modified by that certain Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-822720, that certain Second Amendment to Amended and Restated Mortgage and Security Agreement dated as of January 13, 1997, recorded on May 2, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309092, that certain Third Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-603935, that certain Fourth Amendment to Amended and Restated Mortgage and Security Agreement dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-182997, that certain Fifth Amendment to Amended and Restated Mortgage and Security Agreement dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-910569, and that certain Sixth Amendment to Amended and Restated Mortgage and Security Agreement dated as of April 12, 1999, recorded on May 26, 1999, in the Office of the Recorder of Cook County, Illinois, as Document No. 99-505004 (as so modified, the "Mortgage"), and (ii) that certain Amended and Restated Collateral Assignment of Leases and Rents dated as of January 11, 1996, executed by Mortgagor, as assignor, for the benefit of Mortgagee, as assignee, recorded on February 29, 1996,

09073108

# UNOFFICIAL COPY

in the Office of the Recorder of Cook County, Illinois, as Document No. 96-158386, as modified by that certain Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1996, recorded on October 29, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 96-822721, that certain Second Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of January 13, 1997, recorded on May 2, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-309091, that certain Third Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 11, 1997, recorded on August 19, 1997, in the Office of the Recorder of Cook County, Illinois, as Document No. 97-608380, that certain Fourth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of January 12, 1998, recorded on March 6, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-182998, that certain Fifth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of July 10, 1998, recorded on October 9, 1998, in the Office of the Recorder of Cook County, Illinois, as Document No. 98-910570, and that certain Sixth Amendment to Amended and Restated Collateral Assignment of Leases and Rents dated as of April 12, 1999, recorded on May 26, 1999, in the Office of the Recorder of Cook County, Illinois, as Document No. 99-505005 (as so modified, the "Lease Assignment").

09073108

D. The Borrower's performance of its obligations with respect to the Loan have been guaranteed by Shuwa Corporation, a Japanese corporation and the parent company of the Borrower (the "Guarantor"), pursuant to that certain Japanese language Revised Guarantee (kaitei hoshosho) dated January 11, 1996, executed by the Guarantor in favor of Mortgagee (the "Guaranty"). The Credit Agreement, the Note, the Mortgage, the Lease Assignment, the Guaranty and any other agreements, documents and instruments related to, evidencing, governing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"

E. Concurrently herewith, the Borrower, Mortgagee, Shuwa Chicago, Shuwa Wacker and Mortgagee are entering into that certain Seventh Loan Modification Agreement (the "Modification Agreement") and certain other documents and agreements of even date herewith (collectively, the "Modification Documents") to amend the Loan Documents to extend the maturity date of the Loan to April 12, 2000, and make such other modifications as set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

# UNOFFICIAL COPY

## 1. Amendments to Mortgage.

1.1 Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to such terms in the Modification Agreement.

1.2 References to the "Note". Each reference in the Mortgage to the "Note" or words of like import referring to the Note shall be deemed to refer to the Note as amended by that certain Seventh Amendment to Amended and Restated Secured Promissory Note dated as of even date herewith executed by and between the Borrower and Mortgagee.

1.3 References to the "Credit Agreement". Each reference in the Mortgage to the "Credit Agreement" or words of like import referring to the Credit Agreement shall be deemed to refer to the Credit Agreement as amended by the Modification Agreement.

1.4 References to Loan Documents. Each reference in the Mortgage to any other Loan Document shall be deemed to refer to such other Loan Document as amended by the Modification Documents.

2. Ratification. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by Mortgagor and Mortgagee that the Mortgage, as amended hereby, is hereby ratified and confirmed, shall continue in full force and effect, and shall continue to secure payment and performance of the obligations set forth and described in the Loan Documents as amended by the Modification Documents.

3. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Amendment shall be governed by and interpreted and enforced in accordance with the substantive laws of the State of Illinois without regard to the conflicts of laws principles thereof.

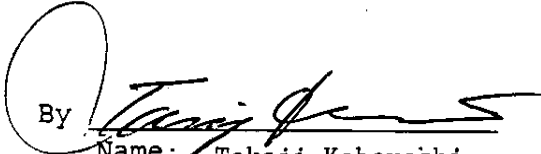
09073108

# UNOFFICIAL COPY

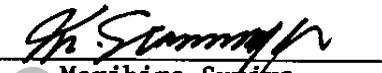
IN WITNESS WHEREOF, each of Mortgagor and Mortgagee has caused this Amendment to be executed by its duly authorized representative as of the date first set forth above.

SHUWA RIVERFRONT LIMITED PARTNERSHIP  
an Illinois limited partnership

By SHUWA CORPORATION OF CHICAGO  
Its General Partner

By   
Name: Takaji Kobayashi  
Title: President

THE DAI-ICHI KANGYO BANK, LTD.  
Los Angeles Agency

By   
Name: Morihiro Sumiya  
Title: Senior Vice President  
& Joint General Manager

Property of Cook County Clerk's Office

09073108

# UNOFFICIAL COPY

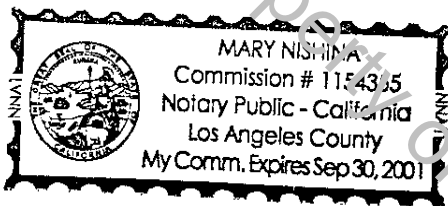
State of California )  
 )  
County of Los Angeles )

On October 25, 1999, before me, MARY NISHINA, Notary Public, personally appeared TAKAJI KOBAYASHI, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.

09073108



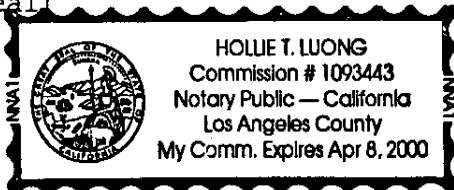
Mary Nishina

State of California )  
 )  
County of Los Angeles )

On November 9<sup>th</sup>, 1999, before me, Hollie T. Luong, Notary Public, personally appeared Morihiro Sumiya, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



Hollie T. Luong



# UNOFFICIAL COPY

## PARCEL 1:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## ALSO

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT OF THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944 MADE BY AND BETWEEN, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1986 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339 AND THE JDC-TISHMAN, CHICAGO HOTEL COMPANY, AS AMENDED BY FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AUGUST 23, 1989 AND RECORDED AUGUST 24, 1989 AS DOCUMENT 88384561 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 104102, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 112420, QUAKER TOWER PARTNERSHIP, BCE DEVELOPMENT PROPERTIES, INC., LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339 AND JDC CHICAGO

09073108

# UNOFFICIAL COPY

HOTEL LIMITED PARTNERSHIP, OVER, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT THE ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET, THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE PARKING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1966 AS DOCUMENT NO. 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, OVER, ACROSS, UNDER AND

09073108

09073108

09073108



# UNOFFICIAL COPY

UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE +50.00 FEET ABOVE THE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE +60.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 6 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET, A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT 88384566 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1961 AND KNOWN AS TRUST NUMBER 104102 (THE GRANTOR) AND SHUWA RIVERFRONT LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39

09073108

# UNOFFICIAL COPY

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 3 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE, AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109493, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 104102, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90 DEGREES EAST A DISTANCE OF 135.02 FEET TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL. THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF A 4.95 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 36.71 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 138.22 FEET; THENCE SOUTH 30 DEGREES EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 19.22 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 76.84

09073108

# UNOFFICIAL COPY

FEEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 26.16 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NO. 17-09-409-006-0000

PROPERTY ADDRESS: 321 N. CLARK STREET

09073108

Property of Cook County Clerk's Office