LA SALLE NATIONAL BANK, a national banking association. Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust 1981 , and known as Trust 29th June day of agreement dated , party of the first part, and LaSalle National Bank, a national banking Number 104102 association, Chicago, Illinois, as Trustee U/T/A dated the 1st day of March, 1985 party of the second part. a/k/a Trust No. 109495 (Address of Grantee(s): Real Estate Trust Department 135 South LaSalle Street, Chicago, IL 60690

WITNESSETH, that said party of the first part, in consideration of the sum of One

Dollars, (\$1.00

) and other good and valuable

between

86025938

considerations in hand paid, does hereby grant, sell and convey unto said parte of the second Cook County, Illinois, to wit: part, the following described real estate, situated in

> See Attached Exhibit A hereto which is made a part hereof.

This conveyance is made pursuant to direction and with authority to convey directly to the trust grantee named herein. The powers and authority conferred upon and trust grantee are recited and incorporated herein by reference.

together with the tenements and appurtenances thereanto belonging.

TO HAVE AND TO HOLD the same unto said part y of the second part as aforesaid and of the second part forever. to the proper use, benefit and behoof of said party Seption 4. Frompt under provisions of Paragraph... Real Estate Transfor Tai: Act.

Date

Buyer, Seller or Representative

17-09-408-008 17-09-409-001, 002, 003 REAL ESTATE ID

Add ss: Northeast Address: Northeast corner of Clark Street and the Clicago River

Assistant Vice President

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of ever / Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

ATTEST:

PETURN TO:

This instrument was prepared by:

LaSalle National Bank

as Trusted as aforesaid

By

Assistant Secretary

Lisa Green, Esq., c/o Rudnick & Wolfe 30 North LaSalle Street, Chicago, IL

La Salle National Bank Real Estate Trust Department 135 S. La Salle Street Chicago, Illinois 60690

MAIL 10: Attn eJrim

# **UNOFFICIAL COPY**

STATE OF ILLINOIS COUNTY OF COOK  SS:  [
in the State aforesaid, DO HEREBY CERTIFY that 10SEPH W. LANG
Assistant Vice President of LA SALLE NATIONAL BANK, and
Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.
CIVEN under res hand and Notarial Seal this 17 day of January A. D. 1946
GIVEN under ry hand and Notarial Seal this
NOTARY PUBLIC

Full power and authority is herely grated to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or effects and to vecame any subdivision or part thereof, and to resubdivide said property as effects as desired, to contract to sail, to grant exticols to purchase, to self on any terms, to convey, other with or without consideration, to convey said premises or any part thereof to i successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the trustee, to dedicate, to mortgage, piedge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, to lease said property, or any part thereof, to lease said property, or any part thereof and upon any terms and for any period or periods of time and to amend, change or modify leases and the terms of 198 years, and to renew or extend the property appearant to contract to make theses and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partitly n of to exchange said property, or any part thereof, for other real or session any right, title or interest in or about or essentents or charges of any kind, to release, convey or assign any right, title or interest in or about or essentent appurtenant to said premises or any part thereof, and or and with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person (which same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with mid trustee in relation to wid remises, or to whom mid premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, he political to see to the application of any purchase money, rest, or money betrowed or advanced on said premises, or be obliged to see the terms of this trust have been compiled with, or be obliged to inquire into the measuity or expediency of any act of said trustee, cho obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, hase or other instrument exacuted by mid trustee in relation to mid real instrument, (a) that at the time of the delivery thereof the trust created by this independent may such conveyance, lease or other instrument, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and is said trust agreement or in some amendment thereof a le linding upon all beneficiaries thereunder. (c) that such mortgage are other amendment, and (d) if the conveyance is made to a successor of successors in trust, that such moreover or successors in trust have been properly appointed and are fully vessed with all the tribs, estate, rights, powers, authorities, justice and obligations of its, his or these producessors in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or profit them shall be only in the carmings, avails and proceeds arising from the sale or other disposition of said real estate, and such name it is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in the proceed as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby direct of not to register or note in the certificate of title or depticate thereof, or memorial, the words "in trust" or "upon condition," or words of similar import, in accordance with the statute in such cases made and provided.

And the said grantor, hereby expressly waive,, and release,, any and all right or banefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

rrustee's deed

Address of Property

Northeast comer of Clark Street and the Chicaco River

LaSalle National Bank TRUSTEE LaSalle National Bank as Trustee U/T/A dated Murch 1, 1985 N/K/A Trust No. 109495

aSalle National Bank

135 South La Salle Street CHICAGO, ILLINOIS 60690

1028 A AP (6 74)

# UNOFFICIAL COPYs 8

#### EXHIBIT A

### 1.47 foot wide parcel

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian attabove the horizontal plane of +50.00 feet above Chicago City Datum bounded and and described as follows: Commencing at a point in the East line of North Clark street ( also being the West line of Lots 4 and 5 in said Block 2) and 300.43 feet north of the North line of the Chicago River as occupied; thence East at right angles to said North Clark street a distance of 134.63 feet to the point of beginning; thence continuing East along the last described line a distance of 1.47 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 the North line of said Chicago River; thence West along the North line of said Chicago River a distance of 1.47 feet; thence Ne ng. County Co North parallel with said North Clark street a distance of 305.11 feet to the point of beginning.

## UNOFFICIAL COPY 8

FIRST MODIFICATION AGREEMENT

86025939

WHEREAS, THE TORONTO-DOMINION BANK, one of the chartered banks of Canada, through its Atlanta Agency (hereinafter referred to as "Lender") is the current owner and holder of the following described instruments:

- Construction Mortgage ("Mortgage") made as of May 14, 1985 by LaSalle National Bank, as Trustee under Trust Agreement dated March 1, 1985, and known as Trust No. 109495 ("Trustee") and Oxford Properties, Inc. ("Borrower") (Borrower and Trustee are sometimes hereinafter collectively referred to as "Mortgagor") to Lender ("Mortgagee") made to secure a First Secured Promissory Note in the original principal amount of Five Million Dollars (\$5,000,000) and a Second Secured Promissory Note in the original principal amount of One Hundred Thirty Five Million Dollars (\$135,000,000) (collectively, the "Note"), which Mortgage was recorded on May 15, 1985, in the office of the Recorder of Deads of Cook County ("Recorder's Office") as Document ທ່າ 85021024;
- Collateral Assignment of Leases and Rents ("Assignment") made as of May 14, 1985, by Trustee and Borrower to Lender to further secure the Note, which was recorded or May 15, 1985, in the Recorder's Office as Document No. 85021023;

WHEREAS, by Trustor's Deed dated of even date herewith, LaSalle National Bank as trustee under that certain Trust Agreement dated June 29, 1981, and known as Trust No. 104102 ("Trust 104102") transferred to Trustee the property described on Exhibit A hereto (the "Property");

WHEREAS, by Trustee's Deed dated of even date herewith Trustee transferred to Trust 104102 the property described on Exhibit B hereto;

WHEREAS, Trustee has further entered into that certain Easement and Operating Agreement ("Operating Agreement") dated of even date herewith by and among Trustee, Porrower, LaSalle National Bank, as Trustee under Trust Agreement dated September 20, 1985, and known as Trust No. 110339 ("Hotal Trustee") and the JDC-Tishman Chicago Hotel Company, an Illingis general partnership ("Hotel Beneficiary") pursuant to which Operating Agreement Trustee and Borrower are granted certain easements more particularly described therein: and more particularly described therein; and Office

Prepared By, Record and Return to:

Lisa Green, Esq. Rudnick & Wolfe 30 North LaSalle Suite 2900 Chicago, Illinois 60602

### Real Estate Tax Numbers:

17-09-408-008 17-08-409-001 17-08-409-002 17-08-409-003

Address: Northeast corner of Clark Street and the Chicago River

MAIL TO: BOX 77 Attn: Jinc.