

UNOFFICIAL COPY

8 6 1 9 4 1 6 4

EIGHTEENTH AMENDMENT OF MEMORANDUM OF PURCHASE AGREEMENT

86194164

\$53.00

WHEREAS, MAT Associates, an Illinois Limited Partnership ("Purchaser"), American National Bank and Trust Company of Chicago, a Corporation, not individually, but as Trustee under Trust Agreements dated December 11, 1978 and known as Trust Nos. 45250 and 45251, Metropolitan Structures, an Illinois Limited Partnership (Metropolitan Structures, an Illinois General Partnership has succeeded to the interest of said limited partnership) and Illinois Center Corporation, a Delaware Corporation (collectively "Seller") entered into a Purchase Agreement dated June 15, 1981 ("Agreement") for the purchase and sale of certain property and a Memorandum Of Purchase Agreement to evidence the Agreement was recorded in the Cook County Recorder's Office as Document No. 25935472; and,

WHEREAS, Purchaser and Seller entered into an Amendment To Purchase Agreement dated February 22, 1982 ("Amendment") which provides, among other items, for the reduction of property to be provided and sold by the Seller to the Purchaser to that property described on Exhibit "A" attached hereto and made a part hereof ("Property") and an Amendment To Memorandum Of Purchase Agreement was recorded in the Cook County Recorder's Office as Document No. 26177570; and,

T.T.C. 162257 @ all

86194164

Box 15

UNOFFICIAL COPY

0035

0035

PROPERTY OF COOK COUNTY CLERK'S OFFICE

and

the Cook County Clerk's Office, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office.

Witness my hand and seal of office at Chicago, Illinois, this _____ day of _____, 19__.

 Cook County Clerk

and

the Cook County Clerk's Office, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Cook County Clerk's Office.

Witness my hand and seal of office at Chicago, Illinois, this _____ day of _____, 19__.

 Cook County Clerk

RECORDED

Handwritten notes and markings on the right margin.

-2-
UNOFFICIAL COPY

. 0 6 1 9 4 1 6 4

WHEREAS, Purchaser and Seller entered into a Second Amendment To Purchase Agreement dated April 28, 1982 ("Second Amendment") which provided, among other items, for an extension of the Closing Date as defined in the Agreement and the Second Amendment Of Memorandum Of Purchase Agreement to evidence said Second Amendment was recorded in the County Recorder's Office as Document No. 26222615; and,

WHEREAS, Purchaser and Seller entered into a Third Amendment To Purchase Agreement dated June 11, 1982 ("Third Amendment"), a Fourth Amendment To Purchase Agreement dated October 28, 1982 ("Fourth Amendment"), a Fifth Amendment To Purchase Agreement dated December 29, 1982 ("Fifth Amendment"), a Sixth Amendment To Purchase Agreement dated January 28, 1983 ("Sixth Amendment"), a Seventh Amendment To Purchase Agreement dated February 29, 1983 ("Seventh Amendment"), an Eighth Amendment To Purchase Agreement dated as of June 30, 1983 ("Eighth Amendment"), a Ninth Amendment To Purchase Agreement dated September 30, 1983 ("Ninth Amendment"), a Tenth Amendment To Purchase Agreement dated December 22, 1983 ("Tenth Amendment"), an Eleventh Amendment To Purchase Agreement dated February 29, 1984 ("Eleventh Amendment"), a Twelfth Amendment To Purchase Agreement dated March 30, 1984 ("Twelfth Amendment"), a Thirteenth Amendment To Purchase Agreement dated June 29, 1984 ("Thirteenth Amendment"), a Fourteenth Amendment To Purchase Agreement dated September 28, 1984 ("Fourteenth Amendment"), a Fifteenth Amendment To Purchase Agreement dated

86194164

UNOFFICIAL COPY

WHEREAS, the Board of Directors of the [Organization] has adopted the following resolution:

Resolved, that the Board of Directors of the [Organization] do hereby authorize the [Person] to execute and deliver to the [Party] a copy of the [Document] in and to the [Party] in full and complete conformity with the terms and conditions hereof, and to do all such things as may be necessary or proper to carry out the intent and purpose of this resolution.

IN WITNESS WHEREOF, the Board of Directors of the [Organization] has caused this resolution to be signed by its duly authorized officers and its corporate seal to be hereunto affixed on this [Date] day of [Month], [Year].

[Name of Officer], Secretary

Property of Cook County Clerk's Office

RETURN TO

UNOFFICIAL COPY

8 6 1 9 4 1 6 4

January 31, 1985 ("Fifteenth Amendment"), a Sixteenth Amendment To Purchase Agreement dated March 29, 1985 ("Sixteenth Amendment"), a Seventeenth Amendment To Purchase Agreement dated June 28, 1985 ("Seventeenth Amendment"), an Eighteenth Amendment To Purchase Agreement dated September 30, 1985 ("Eighteenth Amendment"), a Nineteenth Amendment To Purchase Agreement dated November 29, 1985 ("Nineteenth Amendment"), a Twentieth Amendment To Purchase Agreement dated as of January 31, 1986 ("Twentieth Amendment") and a Twenty-First Amendment To Purchase Agreement dated as of February 28, 1986 ("Twenty-First Amendment"), which collectively extend the Closing Date as defined in the Agreement to March 31, 1986; and

WHEREAS, Purchaser and Seller entered into a Third Amendment Of Memorandum Of Purchase Agreement dated June 11, 1982; a Fourth Amendment Of Memorandum Of Purchase Agreement dated October 28, 1982; a Fifth Amendment Of Memorandum Of Purchase Agreement dated October 31, 1983; a Sixth Amendment Of Memorandum Of Purchase Agreement dated January 17, 1984; a Seventh Amendment Of Memorandum of Purchase Agreement dated February 29, 1984; an Eighth Amendment Of Memorandum Of Purchase Agreement dated March 30, 1984; a Ninth Amendment Of Memorandum Of Purchase Agreement dated June 29, 1984; a Tenth Amendment Of Memorandum Of Purchase Agreement dated September 28, 1984; an Eleventh Amendment Of Memorandum Of Purchase Agreement dated January 31, 1985; a Twelfth Amendment Of Memorandum Of Purchase Agreement dated March 29, 1985; a

86194164

UNOFFICIAL COPY

86193164

Thirteenth Amendment Of Memorandum Of Purchase Agreement dated June 28, 1985; a Fourteenth Amendment of Memorandum Of Purchase Agreement dated September 30, 1985; a Fifteenth Amendment Of Memorandum Of Purchase Agreement dated November 29, 1985; a Sixteenth Amendment Of Memorandum Of Purchase Agreement dated January 31, 1986; and a Seventeenth Amendment Of Memorandum Of Purchase Agreement dated February 28, 1986, which together evidence the aforesaid Third Amendment through the aforesaid Twenty-First Amendment, said Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth and Seventeenth Amendments Of Memorandum being recorded in the Cook County Recorder's Office as Document Nos. 26278416, 26420483, 26849003, 26939593, 27011867, 27067955, 27177593, 27296776, 27476597, 85-018588, 85-111417, 85-267745, 86-033551, 86073995 and 86143832 (respectively); and

WHEREAS, Purchaser and Seller have entered into a Twenty-Second Amendment To Purchase Agreement dated as of March 31, 1986 ("Twenty-Second Amendment") which provides for Purchaser to pay good and valuable consideration for extension of the Closing Date to April 30, 1986; and

WHEREAS, upon closing in accordance with the terms and conditions of the Agreement as amended, Purchaser shall be entitled to assignment of beneficial interest in the land trusts holding title to the Property thereby conveying all of the Property, subject only to the permitted exceptions set

86194164

UNOFFICIAL COPY

1 5 6 1 9 4 1 0 4

forth in the Agreement as amended;

NOW THEREFORE, the parties have agreed to record this Eighteenth Amendment Of Memorandum Of Purchase Agreement to evidence the understanding between Seller and Purchaser.

The Agreement, as amended by the Amendment through the Twenty-Second Amendment, remains in full force and effect in accordance with its terms and provisions, as so amended. Nothing contained herein shall be construed as further amending or altering the terms of the Agreement, as amended.

Any liability or obligation of Metropolitan Structures, an Illinois general partnership ("Metropolitan Structures"), hereunder shall be limited to the partnership assets of Metropolitan Structures and no partner of said partnership shall be individually or personally liable for any claim arising hereunder; a deficit capital account of any partner in Metropolitan Structures shall not be deemed an asset or property of Metropolitan Structures.

Any liability of Purchaser hereunder shall be limited solely to the partnership assets and property of Purchaser. No partner of Purchaser shall be personally liable in respect of any claim arising out of or related to this Agreement and a deficit capital account of a partner in Purchaser shall not be deemed an asset or property of Purchaser.

Property described on Exhibit A is located on Wacker Drive near Columbus Drive in Chicago, Illinois and is

86194164

UNOFFICIAL COPY

86194164

included in Permanent Index Numbers 17-10-318-003 and 17-10-318-004.

IN WITNESS WHEREOF, the parties have executed this Eighteenth Amendment Of Memorandum Of Purchase Agreement as of the 31st day of March, 1986.

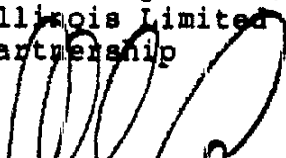

PURCHASER:

MAT ASSOCIATES, an Illinois Limited Partnership


By: 
a General Partner

SELLER

METROPOLITAN STRUCTURES, an Illinois General Partnership

By: Metco Properties, an Illinois Limited Partnership

By: 
a General Partner

ILLINOIS CENTER CORPORATION, a Delaware corporation

By: 
President

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are intended to be for the benefit of the Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Nos. 45250 and 45251 aforesaid

By: 
Trust Officer

Document prepared by: Joan W. Falvey, 111 East Wacker Drive, Suite 1900, Chicago, Illinois 60601 (312) 565-3022

86194164

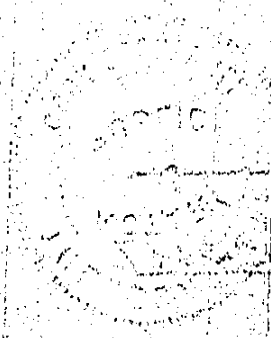
UNOFFICIAL COPY

This document was prepared by the County Clerk's Office, Cook County, Illinois, on 11/15/2011. It is a copy of the original document filed with the County Clerk's Office.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original document filed with the County Clerk's Office, Cook County, Illinois, on 11/15/2011.

Witness my hand and the seal of the County of Cook, Illinois, this 15th day of November, 2011.



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original document filed with the County Clerk's Office, Cook County, Illinois, on 11/15/2011.

11/15/2011

-8-
UNOFFICIAL COPY

3 6 1 9 4 1 6 4

he signed, sealed and delivered the above instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth and pursuant to his authority as officer of said corporation.

Given under my hand and Notarial Seal this 8th day of May, 1986.

John W. Faber
Notary Public
My Commission Expires 8/25/87

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LORETTA M. SOWSKI, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that the Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such Trust Officer 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 National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

MAY 9 1986
Loretta M. Sowski
Notary Public
My Commission Expires _____

BY OCCASION EXPIRES JUNE 30, 1987

STATE OF ILLINOIS
NOTARIAL RECORD
1986 MAY 15 AM 10:32

86194164

86194164

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1905.

Given under my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1905.



Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 1, 1905

Given under my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1905.

RECORDED

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20____.

Property of Cook County Clerk's Office

[Handwritten signature and notes]

8070708

UNOFFICIAL COPY

EXHIBIT A
LEGAL DESCRIPTION OF
"PROPERTY"

Property Address:
East Wacker Dr.
Chicago, IL

PTN 17-10-318-003

17-10-318-004

AKC
R

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE FIFTH DAY OF JUNE, 1972 AS DOCUMENT NO. 21925615) AT A POINT WHICH IS 768.878 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE, (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET, (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1979 AS DOCUMENT NO. 25276446), AND RUNNING

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF THE ARCADE LEVEL PARK AS SAID ARCADE LEVEL PARK IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 17TH DAY OF SEPTEMBER 1969), A DISTANCE OF 381.738 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 146.625 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND HEREINAFTER DESCRIBED;

THENCE CONTINUING NORTH ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 141.107 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY THE AFORESAID INSTRUMENT RECORDED AS DOCUMENT NO. 21925615,

THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE DEFLECTING 85 DEGREES, 24 MINUTES, 29 SECONDS TO THE LEFT FROM A NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 12.571 FEET;

THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE SOUTH AND HAS A RADIUS OF 1840.488 FEET, A DISTANCE OF 162.710 FEET;

THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.914 FEET TO AN INTERSECTION WITH A LINE 160.571 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE, AND NORTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE;

THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 170.325 FEET TO A POINT WHICH IS 146.625 FEET NORTH FROM THE AFOREMENTIONED NORTH LINE OF THE ARCADE LEVEL PARK;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 221.167 FEET, TO THE POINT OF BEGINNING.

8619A16A

UNOFFICIAL COPY

Handwritten notes and signatures at the top left of the page.

Main body of the document containing several paragraphs of text, which is mirrored and difficult to read due to the watermark and scan quality.

Property of Cook County Clerk's Office

Vertical text on the left margin, possibly a page number or reference code.