

\$21.00

FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This ~~Third~~ <sup>Fourth</sup> Amendment to Mortgage and Security Agreement with Assignment of Rents ("Third Mortgage Amendment") dated as of June 30, 1986 among LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated March 1, 1984 and known as Trust Number 107701 ("Trust 107701") and LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated May 1, 1984 and known as Trust Number 107707 ("Trust 107707"), (Trust 107701 and Trust 107707 are hereinafter together referred to as "Mortgagor") and Bank of Montreal (hereinafter referred to as "Mortgagee"):

WITNESSETH THAT:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated March 22, 1985 and recorded on April 11, 1985 as Document Number 27508474 encumbering the land and leasehold described on Schedules I and II attached hereto, that certain Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of September 30, 1985 and recorded October 16, 1985 as Document Number 85239290, that certain Second Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of December 27, 1985 and that certain Third Amendment to Mortgage and Security Agreement with Assignment of Rents dated as of March 31, 1986 (said mortgage as amended is herein called the "Mortgage"); and

WHEREAS, Mortgagee and JMB/Urban 900 Development Partners, Ltd. ("Beneficiary") entered into a Fourth Amendment ("Fourth Amendment") to Loan and Reimbursement Agreement dated as of even date herewith and a Third Amendment to Loan and Reimbursement Agreement dated as of March 31, 1986 (the "Third Amendment") and a Second Amendment to Loan and Reimbursement Agreement dated as of December 27, 1985 (the "Second Amendment") which amended the provisions of that certain Loan and Reimbursement Agreement dated December 31, 1984 between Beneficiary and Mortgagee, as amended by an Amendment to Loan and Reimbursement Agreement dated September 30, 1985 (said Loan and Reimbursement Agreement as amended is herein called the "Loan Agreement") by, among other things, extending the maturity date thereof; and

*Revised 10/86*

This Instrument Prepared By:

James R. Theiss, Jr.  
111 W. Monroe Street  
Chicago, Illinois 60690

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WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect the extension of the maturity date of such indebtedness;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Mortgagee and the Mortgagor hereby agree that the Mortgage is amended as follows:

1. The second and third WHEREAS clauses on page 1 of the Mortgage are hereby deleted and the following are substituted in their place:

"WHEREAS, the Beneficiary is justly and truly indebted to the Mortgagee in the principal sum of Fifty Two Million Seven Hundred Fifty Six Thousand Three Hundred Twenty and 10/100 Dollars (\$52,756,320.10) as evidenced by that certain Promissory Note dated December 31, 1984 and payable to the order of Mortgagee, as amended by Amendment to Promissory Note dated December 27, 1985, a Second Amendment to Promissory Note dated March 31, 1986 and a Third Amendment to Promissory Note dated as of June 30, 1986 whereby Beneficiary promises to pay said principal sum together with interest thereon at the rates and at the times therein provided with a final maturity of all principal and interest not required to be sooner paid of September 2, 1986, provided, however, that in the event Mortgagor procures any Letter of Credit (hereinafter defined) pursuant to the Loan Agreement (hereinafter defined), the obligation of Beneficiary evidenced by the Note to reimburse Mortgagee in connection with drafts drawn under the Letters of Credit subsequent to September 2, 1986 and as otherwise set forth in the Loan Agreement shall in all events mature on the earlier of the expiry of the last of the Letters of Credit or August 31, 1988, or the date the draft or drafts are paid by Mortgagee (such Promissory Note, as amended and any and all notes issued in renewal thereof or in substitution or replacement therefore being hereinafter referred to as the "Note"); and

WHEREAS, the Note was executed and delivered pursuant to the provisions of a Loan and Reimbursement Agreement dated December 31, 1984 between the Beneficiary and Mortgagee, as amended by Amendment to Loan and Reimbursement Agreement dated September 30, 1985, a Second Amendment to Loan and Reimbursement Agreement dated December 27, 1985, a Third Amendment to Loan and Reimbursement Agreement dated March 31, 1986 and a Fourth Amendment to Loan and Reimbursement Agreement dated as of June 30, 1986 (said Loan and Reimbursement Agreement as amended by such Amendment,

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Second Amendment, Third Amendment and Fourth Amendment is herein called the "Loan Agreement") and the Note evidences the \$52,256,320.10 loan made or to be made pursuant to the Loan Agreement and the reimbursement obligations of the Beneficiary with respect to any letters of credit issued or to be issued pursuant to the Loan Agreement (such letters of credit issued or to be issued pursuant to the Loan Agreement are herein called the "Letters of Credit")."

All references in the Note (as defined in the Mortgage) and Loan Agreement shall be deemed references to the Mortgage as amended by this Fourth Mortgage Amendment. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Fourth Mortgage Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any of such instrument or document to the Mortgage to be deemed a reference to the Mortgage as amended hereby.

This Fourth Mortgage Amendment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Agreement at Chicago, Illinois as of this 30th day of June, 1986.

LASALLE NATIONAL BANK  
As Trustee of Trust 107701, as  
Aforesaid and Not Personally

(SEAL)

By [Signature]  
Its Assistant Vice President  
JAMES A. CLARK

ATTEST:

[Signature]  
Its Assistant Secretary

Rita Slimm Welter

Type or Print Name

LASALLE NATIONAL BANK  
As Trustee of Trust 107707, as  
Aforesaid and Not Personally

(SEAL)

By [Signature]  
Its Assistant Vice President  
JAMES A. CLARK

ATTEST:

[Signature]  
Its Assistant Secretary

Rita Slimm Welter

Type or Print Name

BANK OF MONTREAL

By [Signature]  
Its GEORGE WEISZ  
ACCOUNT MANAGER

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

STATE OF ILLINOIS )

1986 AUG 21 AM 11:07

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COUNTY OF Cook )

SS. )

I, Evelyn F. Moore a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Clark, 1st Vice President of LaSalle National Bank, a national banking association, and Rita Stimm Walter, Assistant Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 1st Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said national banking association, as Trustee of Trust Number 107701 as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the seal of said association, did affix the corporate seal of said national banking association to said instrument, as her own free and voluntary act and as the free and voluntary act of said national banking association as Trustee of Trust Number 107701 as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13<sup>th</sup> day of August, 1986.

Evelyn F. Moore  
Notary Public

Evelyn F. Moore

(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:

8-9-89

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Evelyn F. Moore a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Clark President of LaSalle National Bank, a national banking association, and Rita Slimm Welter Assistant Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said national banking association, as Trustee of Trust Number 107707 as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the seal of said association, did affix the corporate seal of said national banking association to said instrument, as her own free and voluntary act and as the free and voluntary act of said national banking association as Trustee of Trust Number 107707 as aforesaid, for the uses and purposes therein set forth.

August Given under my hand and notarial seal, this 13<sup>th</sup> day of 1986.

Evelyn F. Moore  
Notary Public  
Evelyn F. Moore  
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:  
8-9-89

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, Diane M. Easter a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Weiss, Account Manager ~~President~~ of Bank of Montreal who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Account Manager ~~President~~ appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank.

Given under my hand and notarial seal, this 19<sup>th</sup> day of August, 1986.

Diane M. Easter  
Notary Public

Diane M. Easter  
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 27, 1989  
ISSUED JANU. 11, 1986

Cook County Clerk's Office

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## Schedule I

### Legal Description - Fee Parcel

THAT PART OF LOTS 3, 4, 9 AND 10 LYING WEST OF THE WEST LINE OF NORTH MICHIGAN AVENUE (FORMERLY PINE STREET) IN BLOCK 13 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO: LOTS 2, 3 AND 4 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO: A STRIP OF LAND 20 FEET WIDE EAST AND WEST, FORMERLY ALLEY AND NOW VACATED, LYING WEST OF AND ADJOINING AFORESAID LOT 4 IN KINZER'S SUBDIVISION,  
ALSO: A STRIP OF LAND 15 FEET WIDE EAST AND WEST, LYING WEST OF AND ADJOINING LOTS 2 AND 3 AND EAST OF AND ADJOINING LOT 4 IN AFORESAID KINZER'S SUBDIVISION, VACATED PER DOCUMENT NO. 27,338,481,  
ALSO: NORTH HUGUELET PLACE, A STRIP OF LAND 20 FEET WIDE EAST AND WEST, LYING WITHIN SAID BLOCK 13, VACATED PER DOCUMENT NO. 27,338,481,  
ALSO: LOTS 5, 6 AND 7 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO: LOTS 8, 11, THE NORTH 1/2 OF LOT 5, AND THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 5 IN BLOCK 13, IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO: LOT 1 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
AND ALSO: THE EAST 20 FEET OF LOT 2 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
ALSO: LOT 7 (EXCEPT THE WESTERLY 125 FEET THEREOF) AND LOT 12 (EXCEPT THE WESTERLY 125 FEET THEREOF), AND THE NORTH HALF OF THE WEST HALF OF LOT 6 IN THE SUBDIVISION OF BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 8, 9 AND 10 IN CHRISTOPH KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN SAID SUBDIVISION OF BLOCK 13, ALL IN COOK COUNTY, ILLINOIS.

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## Schedule I Continued

ALSO: THE SOUTH HALF OF LOT 6 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO: LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST HALF OF THE 10 FOOT PRIVATE ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF SAID LOT 7 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO: LOTS 8 AND 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION OF OUTLOT OR BLOCK 13 IN CANAL TRUSTEE'S SUBDIVISION IN THE SOUTH FRACTIONAL QUARTER, FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE WESTERLY HALF OF THE TEN FOOT PRIVATE ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF LOT 7 AND THE EASTERLY LINE OF SAID LOTS 8 AND 9, ALL IN COOK COUNTY, ILLINOIS.

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## SCHEDULE II

### Legal Description - Leasehold Parcel

THE WESTERLY 125 FEET OF LOTS 7 AND 12 IN THE SUBDIVISION OF  
BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL  
QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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| 17-03-212-004 | 17-03-210-008 |
| 17-03-212-003 | 17-03-210-007 |
| 17-03-212-001 | 17-03-210-001 |
| 17-03-212-002 | 17-03-210-004 |
| 17-03-211-006 | 17-03-210-003 |
| 17-03-211-007 | 17-03-210-002 |
| 17-03-211-005 | 17-03-210-014 |
| 17-03-211-003 | 17-03-210-013 |
| 17-03-211-004 | 17-03-210-012 |
| 17-03-211-019 | 17-03-210-011 |
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| 17-03-211-001 |               |
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