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REVOLVING LOAN JUNIOR MORTGAGE AND  
PERSONAL PROPERTY SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTALS

THIS MORTGAGE made as of this 1st day of September, 1987, by LASALLE NATIONAL BANK, not personally but as Trustee under three Trust Agreements dated December 1, 1983, and known as Trust Nos. 107361, 107362 and 107363 ("Trustee") and TISHMAN SPEYER GATEWAY PROPERTIES, A LIMITED PARTNERSHIP ("TSGP"), (the Trustee and TSGP are herein collectively referred to as "Mortgagor") to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Mortgagee"), having its principal office at One First National Plaza, Chicago, Illinois 60670.

Permanent Real Estate Index numbers: 17-16-104-005-6002;  
17-16-104-006-6002; 17-16-104-005-6001; 17-16-104-006-6001;  
17-16-104-007-6002; 17-16-104-007-6001; 17-16-104-008-6002;  
17-16-104-008-6001; 17-16-115-003-6001; 17-16-115-003-6002;  
17-16-115-001.

Addresses: 10 South Riverside Plaza, 120 South Riverside Plaza,  
and 222 South Riverside Plaza, Chicago, Illinois.

This instrument prepared by and when recorded return to:

Richard J. Cravens  
The First National Bank of Chicago  
Law Department  
One First National Plaza, Suite 0801  
Chicago, Illinois 60670

BOX 333-CC

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## W I T N E S S E T H:

WHEREAS, TSGP and Mortgagee have executed a Restated and Amended Term Loan and Revolving Credit Agreement dated as of September 1, 1987 ("Loan Agreement") under which TSGP has issued an A Revolving Note in the principal sum of Fifteen Million Dollars (\$15,000,000.00) and B Revolving Note in the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and a C Revolving Note in the principal sum of Seventeen Million Dollars (\$17,000,000.00) (collectively, the "Notes") of even date herewith, with interest thereon as provided in each of the Notes;

WHEREAS, advances evidenced by each of the Notes may be made, repaid and reborrowed until the maturity of principal of the Notes on August 31, 1996;

WHEREAS, under the Loan Agreement, TSGP has issued an amended note in the principal sum of \$34,500,000 of even date therewith (the "Amended Term Note") having a maturity date of August 31, 1996 in exchange for the original Term Note in the principal sum of \$34,500,000 issued on June 25, 1984;

WHEREAS, TSGP and Mortgagee have executed an Interest Rate Exchange Agreement (the "Swap Agreement") dated February 13, 1985 under which interest on \$20,000,000 of the Amended Term Note will be established at a fixed interest rate in exchange for the adjustable rate provisions of the Amended Term Note which are set forth in the Loan Agreement;

WHEREAS, TSGP is owner of 100% of the beneficial interests and sole holder of the powers of direction in the three trusts of which Trustee is the trustee.

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to secure (a) the payment of the indebtedness evidenced by the Notes, not only existing on the date hereof, but also future advances made within twenty years from the date hereof which future advances shall have the same priority as if all such future advances were made on the date of execution hereof, whether or not any indebtedness is outstanding on the date hereof or at the time of any such future advance, (b) the repayment of any advances or on account of the Notes, this Mortgage, or the Loan Agreement, (c) the repayment of future advances, if any, disbursed by Mortgagee to Mortgagor in accordance with the terms of this Mortgage or in excess of the principal of the Notes, (d) the performance and observance of all of the terms, covenants, provisions and agreement of this Mortgage, the Notes, the Loan Agreement and TSGP's obligations under the Swap Agreement (all of which is herein referred to as the "Indebtedness") all of the foregoing not to exceed \$60,000,000 at any one time outstanding the parties agree as follows:

## ARTICLE I

### GRANT

1.01. The Mortgagor hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and confirms unto the Mortgagee, and grants a security interest in, all of the leasehold estate and interest of Mortgagor in the following leases or real property in Chicago, Illinois:

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- (a) the air rights lease and appurtenant easement ("Gateway I Lease") relating to property commonly known as 10 South Riverside Plaza;
- (b) the air rights lease and appurtenant easement ("Gateway II Lease") relating to property commonly known as 120 South Riverside Plaza;
- (c) the air rights lease ("Gateway III Lease") relating to property commonly known as 222 South Riverside Plaza; and
- (d) the lease ("Concession Lease") of portions of the concourse level of Chicago Union Station.

Each such Lease and all amendments thereto (collectively "Gateway Leases") and the real property to which each such lease relates and each such appurtenant easement are more particularly described in Exhibit A attached hereto and all references hereinafter to such Gateway Leases shall mean such Leases as described in Exhibit A hereto, which, with the property, estates and interests hereinafter described, is referred to herein as the "Property."

Together with, all rents, issues, profits, royalties, income and other benefits derived from the Gateway Leases subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents;

Together with, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Gateway Leases or any portion thereof now or hereafter

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existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

Together with, all right, title and interest of Mortgagor in and to any greater estate in the Gateway Leases or the real estate subject to the Gateway Leases owned or hereafter acquired;

Together with, all interests, estate or other claims in law and in equity which Mortgagor now has or may hereafter acquire in the above-described real estate;

Together with, all easements, rights-of-way and rights pertaining thereto or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

Together with, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the real estate, and any and all sidewalks, alleys and strips and gores or land adjacent to or in connection with the above-described real estate;

Together with, any and all buildings and improvements now or hereafter erected on the above-described real estate thereon including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements;

Together with, all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and

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nature whatsoever, other than consumable goods, now or hereafter located in or upon the above-described real estate or any part thereof and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned or hereafter acquired by the Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of the Mortgagor in and to any equipment which may be subject to any title retention or security agreement superior to the lien of this Mortgage. It is understood and agreed that all equipment is appropriated to the use of the above-described real estate and, whether affixed or annexed or not, shall for the purpose of this Mortgage be deemed conclusively to be conveyed hereby. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any equipment;

Together with, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance, which Mortgagor now has or may hereinafter

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acquire in the Gateway Leases, and any and all awards made for the taking of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part thereof, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

Together with, all right, title and interest of Mortgagor in and to (i) all modifications, extensions, and renewals of the Gateway Leases and in and to all rights to renew or extend the term of the Gateway Leases, (ii) all credits, deposits, options, privileges and rights of Mortgagor under the Gateway Leases, (iii) all deposits of cash, securities or other property at any time held by any person or entity to secure performance of the covenants, conditions and agreements contained in the Gateway Leases, (iv) an agreement dated January 15, 1969 recorded with the Recorder of Deeds of Cook County, Illinois, as Document No. 20745052 relative to the furnishing of steam to the above-described property and (v) any loans made by Mortgagor, or any affiliated entity, to tenants leasing portions of the improvements constructed or to be constructed on the above-described real estate, including, without limitation, the right to receive payments of principal and interest under the notes evidencing such loans.

To have and hold the Property unto the Mortgagee, and its successors and assigns forever, for the uses and purposes herein set forth.

ARTICLE II

REPRESENTATIONS

2.01. Mortgagor represents it has good and marketable title to the Property except for the mortgages described in Section 16.03 hereof and the exceptions set forth in the loan policies issued to Mortgagee by Chicago Title Insurance Company Nos. 6949368, 6949369 and 6949370 and date down endorsements thereto covering October, 1987 ("Permitted Exceptions"). Mortgagor represents that it has good right and full power to sell and convey the same and that it has duly executed and delivered this Mortgage pursuant to proper directions and that Mortgagor will make any further assurances of title that the Mortgagee may require and will defend the Property against all claims and demands whatsoever.

ARTICLE III

WAIVER OF REDEMPTION

3.01. The Mortgagor releases and waives all rights to retain possession of the Property after the occurrence of an Event of Default which is not remedied within the applicable grace period as provided in the Loan Agreement or as provided herein. Mortgagor hereby releases and waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree and judgment creditors of the Mortgagor, including any and all persons acquiring any interest in or title to the Property or any beneficial interest in the trusts of which



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Trustee is the trustee. Mortgagor shall not, and will not, apply for or avail itself of any appraisal, valuations stay, extension or exemption law, or so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the Property, and any estates comprising the Property, marshalled upon any foreclosure of the lien hereon and agree that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. No provision of this paragraph or of this Mortgage shall prevent TSGP from bidding at any foreclosure sale of the Property.

## ARTICLE IV

### MORTGAGOR'S COVENANTS

4.01. Mortgagor covenants and agrees to pay the Indebtedness and the other sums secured hereby in the manner and at the times provided for in the Notes, the Loan Agreement and this Mortgage.

4.02. Mortgagor covenants and agrees to pay, or cause to be paid, when due and payable by Mortgagor:

(a) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against

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the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which shall become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter collectively called the "Impositions").

(b) all other payments or charges required to be paid to comply with the terms and provisions of this Mortgage.

Unless Mortgagor is diligently pursuing the procedures provided for in Paragraph 12.01 hereof, within ten (10) days after written demand therefor, Mortgagor shall deliver to Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to Mortgagee. Failure to Mortgagor to deliver to Mortgagee said receipts or to submit other proof satisfactory to Mortgagee as aforesaid shall constitute a default hereunder.

4.03. (Intentionally omitted).

4.04. Mortgagor covenants and agrees to keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers and curbs) in good order and condition and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to that end.

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Furthermore, and without limiting the generality of the foregoing, Mortgagor will suffer no waste. All repairs and maintenance required of Mortgagor shall be (in the reasonable opinion of Mortgagee) of first-class quality.

4.05. (Intentionally omitted).

4.06. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid mortgage lien on the Property and that Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien (including any liens arising with respect to the payment of Impositions), security interest, encumbrance or charge whether prior to or subordinate to the lien of this Mortgage unless written approval is first obtained from Mortgagee except Permitted Exceptions. Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or site improvement whether on the Property or not. If any such liens shall be filed against the Property, Mortgagor agrees to discharge the same of record within sixty (60) days after the liens are filed or, if not filed, within sixty (60) days after Mortgagor has notice thereof; provided that in connection with any such lien or claim which Mortgagor may in good faith desire to contest, Mortgagor may contest the same by appropriate legal proceedings, diligently prosecuted, but only if Mortgagor shall furnish to a title

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insurance company approved by Mortgagee such security or indemnity as the title insurance company may require to induce it to issue its preliminary or interim report on title, or its title insurance policy, insuring against all such claims or liens. In no event shall Mortgagor do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing or omission of which would impair the security of this Mortgage.

4.07. Mortgagor covenants and agrees, so long as the Indebtedness remains outstanding, to comply with all regulations, rules, ordinances, statues, orders and decrees of any governmental authority or court applicable to the Mortgagor or applicable to the Property or any party thereof except those being contested in good faith by appropriate proceedings.

4.08. Mortgagor covenants and agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned to the Mortgagee subject to the rights and claims of the Mortgagees under the instruments described in Section 16.03. In the case of any such taking, Mortgagor shall promptly repair, replace and restore said improvements to substantially the same condition and value as existed immediately prior thereto and reasonably acceptable to Mortgagee (except to the extent made impossible by reason of such taking).

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(a) Subject to the provisions of Mortgages described in Section 16.03 and of clause (b) of this Section 4.08 the Mortgagee at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at the Mortgagee's election, use such proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon the Indebtedness, whether such Indebtedness then be matured or unmatured, (ii) use the same or part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (iii) use the same or any part thereof to replace or restore the Property to a condition satisfactory to the Mortgagee or (iv) release the same to the Mortgagor;

(b) Notwithstanding the provisions of clause (a) above, so long as Mortgagor is not in default hereunder or under the Notes or the Agreement, (i) Mortgagor may conduct any negotiations or any award, subject to Mortgagee's reasonable consent, and (ii) Mortgagor may use the proceeds of such an award solely to rebuild or restore the Property or the improvements thereon. If Mortgagor intends to so use the proceeds of a condemnation award it shall notify Lender in writing within (60) days after Mortgagor first has notice of a proposed condemnation. If Mortgagor does not notify Mortgagee of its election to so use the proceeds of a

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condemnation award or cannot comply with Mortgagee's said administrative requirements then clause (a) shall be applicable and Mortgagee's election shall not be subject to this clause (b). Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

4.09. Mortgagor covenants and agrees that it will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Property, including, without limitation, lessee's obligations under the Gateway Leases noncompliance with which might affect the security of this Mortgage or impose any duty or obligation upon Mortgagor, and Mortgagor shall do or cause to be done, all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and right to, in favor of, or constituting any portion of the Property, except as provided in that certain Cusco Litigation Agreement dated December 28, 1982, between TSGP and The Equitable Life Assurance Society of the United States.

4.10. Mortgagor covenants and agrees that neither the value of the Property nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor, and the Mortgagor agrees it will not do or permit to be done to,

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in, upon or about said Property, or any part thereof, anything that may in any wise impair the value thereof, or weaken, diminish, or impair the security of this Mortgage provided that such act or omission was not done in good faith or in the ordinary course of business.

4.11. Subject to the rights granted Mortgagor in Sections 4.07 and 12.01 of this Mortgage, Mortgagor covenants and agrees to promptly pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed by the municipality or county in which the Property is situated or any other governmental body having jurisdiction thereof and will promptly cure any violation of law and comply with any order of said municipality, county or other governmental body in respect of the repair, replacement or condition of the Property and any governmental regulations concerning environmental control and improvements, and that in default thereof, Mortgagee may, but shall not be required to, pay any and all such license fees or similar charges or comply with such regulations with penalties and interest thereon, or pay such charges of the municipality, county or other governmental body for such repair or replacement. All amounts so paid shall thereupon be liens upon the Property and secured by this Mortgage, and Mortgagor will repay the same upon demand, with interest thereon at the average rate then in effect for borrowings under the C Revolving Loan Note, from the date of such payment by Mortgagee.

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4.12. Mortgagor covenants and agrees that if any action or proceeding is commenced in which Mortgagee in good faith deems it necessary to defend or uphold the validity, enforceability or priority of the lien and interest of this Mortgage or to preserve the value of the security for this Mortgage, all sums paid by Mortgagee for the expense of any such litigation to prosecute or defend the rights, lien and security interest created by this Mortgage (including reasonable attorneys fees) shall be paid by Mortgagor, together with interest thereon at the rate then in effect under the Notes per annum, and any such sums and the interest thereon shall be a lien and security interest on the Property prior to any right or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien and security interest of this Mortgage, and shall be secured by this Mortgage.

## ARTICLE V

### TRANSFER OR MORTGAGE OF PROPERTY

5.01. Except as may already be consented to in the Loan Agreement and except for the sale contemplated by Section 5.2.2 thereof, Mortgagor will not, without the prior written consent of Mortgagee, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the Property.



Mortgagor will not, without the prior written consent of Mortgagee, sell, assign, or transfer the Property or any interest therein. Any sale, assignment, transfer, Mortgage, deed of trust, pledge, change or other disposition or encumbrance made in violation of the above provisions shall be null and void and of no force and effect and the making thereof shall constitute a default under this Mortgage.

ARTICLE VI

PERFORMANCE OF MORTGAGOR'S OBLIGATIONS

6.01. If Mortgagor shall fail to pay any Impositions or to make any other payment required to be paid by Mortgagor under this Mortgage at the time and in the manner provided in this Mortgage, or if Mortgagor shall be in default in the performance or observance of any other term, covenant, condition or obligation required to be performed or observed by Mortgagor under this Mortgage, the Notes, or any instrument of record, except for the obligations described and, provided for, in that certain Cusco Litigation Agreement dated December 28, 1983 between TSGP and The Equitable Life Assurance Society of the United States, including, without limitation, the Gateway Leases, then, after the expiration of any applicable grace period as set forth in any such document or instrument, and without limiting the generality of any other provision of this Mortgage, and

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without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, but shall be under no obligation, to pay any Impositions or other payment, or any sums due under this Mortgage, and may perform any other act or take such action as may be appropriate to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Mortgagor. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purposes of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon at the average rate then in effect for borrowings under the C Revolving Loan Note, from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee within ten (10) days after written notice to Mortgagor demanding such payment, and shall be secured by this Mortgage, and Mortgagee shall have same rights and remedies in the event of non-payment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of the Indebtedness. Nothing in this paragraph or in any other part of this Mortgage shall be construed to require Mortgagee to make any payment or perform any obligation of Mortgagor or any of them. Any action taken by Mortgagee hereunder or in relation to the Property is for the sole benefit of Mortgagee and no other person

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shall rely upon any action, inaction, inspection or other act of Mortgagee in dealing with the Property or Mortgagor.

## ARTICLE VII

### ASSIGNMENT OF LEASES, RENTS AND CONTRACTS

7.01. Mortgagor hereby assigns to Mortgagee all of Mortgagor's interest in all rents, issues and profits of the Property, as further security for the payment of the Indebtedness and other sums secured hereby. Mortgagor grants to Mortgagee the right to enter the Property and to let the Property, or any part thereof, and to apply said rents, issues, profits and proceeds after payment of all charges and expenses, on account of the Indebtedness and other sums secured hereby. This assignment and grant shall continue in effect until the indebtedness and other sums secured hereby are paid in full. Mortgagee hereby agrees not to exercise the right to enter the Property for the purpose of collecting said rents, issues or profits and Mortgagor shall be entitled to collect and receive said rents, issues, profits and proceeds until the occurrence of an Event of Default which is not cured within the applicable grace period; provided that any rents, issues and profits collected and received by Mortgagor after the occurrence of an Event of Default which is not cured within the applicable grace period shall be deemed collected and received by Mortgagor in trust for Mortgagee and Mortgagor shall

account to Mortgagee for the full amount of such receipts. Mortgagor agrees to apply said rents, issues and profits, whenever received, to payment of the Indebtedness, all Impositions on or against the Property and other sums secured hereby. The right of Mortgagor to collect and receive said rents, issues and profits in trust for Mortgagee during the continuance of any Event of Default by Mortgagor under the terms and provisions of this Mortgage may be revoked by Mortgagee's giving written notice of such revocation to Mortgagor.

7.02. Mortgagor will, from time to time after notice and demand, execute and deliver to Mortgagee, in form satisfactory to Mortgagee, further agreements evidencing its willingness to comply and its compliance with the provisions of this Article VII. Mortgagor shall pay Mortgagee the expenses incurred by Mortgagee in connection with the recording of any such agreement.

7.03. The assignment contained in this Article VII is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Mortgagor, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Property or any responsibility for the non-performance thereof by Mortgagor or any other person. The assignment under this Article VII is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage of Mortgagor in the Property. Mortgagee shall have the right to

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exercise any rights under this Article VII before, together with, or after exercising any other rights under this Mortgage.

## ARTICLE VIII

### CHANGES IN TAX LAWS; PAYMENT OF OTHER TAXES

8.01. In the event of the passage after the date of this Mortgage of any law applicable to the Property deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way materially adverse to Mortgagee the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, the holder of this Mortgage and of the Indebtedness secured hereby shall have the right to be indemnified to its satisfaction by the Mortgagor from any loss or expense it might incur as the result of any such law and in the event that such holder does not receive such indemnification within sixty (60) days after written notice to the then owner of the Property, then such holder shall have the right to give thirty (30) days' written notice to the then owner of the Property requiring the payment of the Indebtedness. If such notice be given, said Indebtedness shall become due, payable and collectible at the expiration of said thirty (30) days, provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all

other payments required hereunder, without any penalty thereby, and if the Mortgagor pays such tax prior to the date upon which payment is required by such notice.

8.02. In the event that hereafter it is claimed by any governmental agency that any tax or other governmental charge or imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Indebtedness (other than income tax on the interest or premium receivable by Mortgagee thereunder), including any recording tax, documentary stamps or other tax or imposition on the Notes or Mortgage, Mortgagor will forthwith either (a) pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof or (b) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and, within a reasonable time, deliver to Mortgagee either (i) evidence satisfactory to Mortgagee that such claim has been withdrawn or defeated, in which event any such deposit shall be returned to Mortgagor, or (ii) a direction from Mortgagor to Mortgagee to pay the same out of the deposit above mentioned, with any excess due over the amount of said deposit to be paid by Mortgagor directly to the taxing authority and any excess of such deposit over such payment by Mortgagee to be returned to Mortgagor provided no Event of Default has occurred and is continuing. Upon the

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failure of Mortgagor to comply with the provisions of this paragraph the entire Indebtedness shall, at the option of Mortgagee, become due and payable ten (10) days after written notice from Mortgagee. If liability for such tax or other governmental charge or imposition is asserted against Mortgagee, Mortgagee will give to Mortgagor prompt notice of such claim and Mortgagor upon complying with the provisions of this paragraph, shall have full right and authority to contest such claim.

## ARTICLE IX

### DEFAULT

9.01. The entire Indebtedness shall become due, at the option of Mortgagee, upon the occurrence of any one or more of the following events, if not cured or performed within any applicable cure period, shall constitute an Event of Default:

(a) Any representation or warranty made by the Mortgagor to Mortgagees under or in connection with any Loan Document shall be materially false as of the date on which made.

(b) Nonpayment of principal of any of the Notes when due, except that in the case of a mandatory prepayment due pursuant to Section 3.2 of the Loan Agreement which mandatory prepayment is not paid within five (5) days after written notice that such prepayment is due, or nonpayment of interest

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upon the Notes within five (5) days after written notice that such interest is due.

(c) The breach by Mortgagor of any of the terms or provisions of Sections 5.1.3 or 5.2 of the Loan Agreement which is not remedied within 20 days after written notice from Mortgagee.

(d) The breach by Mortgagor (other than a breach which constitutes a Default under paragraphs (a), (b) or (c) above of any of the terms or provisions of the Loan Agreement which is not remedied within 20 days after written notice from Mortgagee.

(e) The occurrence of any "default" or "breach," as defined in this Mortgage, the Loan Agreement, the Notes and the Amended Term Note which default or breach continues beyond any period of grace therein provided.

(f) Failure of Mortgagor to pay any Indebtedness other than due to Mortgagee when due, or the default by Mortgagor of any other term, provision or condition contained in any agreement under which any such Indebtedness was created or is governed, the effect of which is to cause, or to permit the holder or holders of such Indebtedness to cause, such Indebtedness to become due prior to its stated maturity, unless such default is being contested in good faith and by appropriate proceedings.

(g) Mortgagor, the General Partner of TSGP or Guarco shall (i) have an order for relief entered with respect to it



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under the Federal Bankruptcy Act, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking an order for relief under the Federal Bankruptcy Act or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any action to authorize or effect any of the foregoing actions set forth in this Section (g), or (vii) fail to contest in good faith any appointment or proceeding described in Section (h) below.

(h) Without the application, approval or consent of Mortgagor, the General Partner of TSGP or Guarco, a receiver, trustee, examiner, liquidator or similar official shall not be appointed for Mortgagor, the General Partner of TSGP or Guarco or any substantial part of their property, or a proceeding described in Section (g) (v) above shall be instituted against Mortgagor, the General Partner of TSGP or Guarco and such appointment continues undischarged or such

proceeding continues undismissed or unstayed for a period of 60 consecutive days.

(i) Any court, government or governmental agency shall seize or otherwise appropriate, or take custody or control of all or any substantial portion of the property of Mortgagor, the General Partner of TSGP or Guarco and such property is not released within sixty days.

(j) Mortgagor shall fail within 60 days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$250,000, which is not stayed on appeal or otherwise being appropriately contested in good faith.

(k) Without limiting any of the foregoing, the occurrence of a default under the mortgages described in Section 16.03 (a) and (c), or the Gateway Leases other than the matter which is the subject of the CUSCO Litigation Agreement, which default continues beyond any period of grace provided in such mortgages or the Gateway Leases and the exercise rights arising as a result of such default is not enjoined or otherwise stayed by court order.

9.02. If an Event of Default shall occur which is not cured within any applicable grace period provided for, Mortgagee may, at its option, exercise any and all of the following remedies:

(a) Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

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(b) Enter upon the Property and take possession thereof and of all books, records and accounts relating thereto.

(c) Appoint a receiver for the Property, or any part thereof, and of the net income, rents, issues and profits thereof, without regard to the sufficiency of the Property covered by this Instrument or any other security, and without the showing of insolvency on the part of Mortgagor or fraud or mismanagement, and without the necessity of filing any judicial or other proceeding for appointment of a receiver.

(d) Hold, lease operate or otherwise use or permit the use of the Property or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rentals, profits or other amounts payable in connection therewith.

(e) Foreclose this Mortgage.

(f) Exercise any other remedy or now or hereafter existing under the Loan Agreement, in equity, at law, by virtue of statute or otherwise.

9.03. In case Mortgagee shall have proceeded to enforce any right under the Loan Agreement or this Mortgage and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor and Mortgagee shall be

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restored to their former positions and the right, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

9.04. In the event Mortgagee (a) grants an extension of time on any payments of the Indebtedness, (b) takes other or additional security for the payment thereof, or (c) waives or fails to exercise any right granted herein, said act or omission shall not release Mortgagor, subsequent purchasers of the Property covered by this Mortgage or any part thereof, or any guarantor.

## ARTICLE X

### FORECLOSURE

10.01. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, or holders of the Notes, for reasonable attorneys' fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs of procuring title insurance policies (which fees, charges and costs may be estimated as to items to be expended after entry of the decree), and all other expenses as Mortgagee or holders of the Notes may deem reasonably necessary to prosecute such suit or to evidence to bidders at any

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sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature in this section mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate in effect under the Notes when paid or incurred by Mortgagee or holders of the Notes. In addition to foreclosure proceedings, the above provisions of this Section shall apply to (a) any proceeding to which Mortgagee or the holders of the Notes shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparation for the defense of or investigation of any threatened suit, claim or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

10.02. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any liable for the payment of the Indebtedness and other sums secured hereby and without regard to the then value of the Property and the Mortgagee hereunder may be placed in possession of the Property. The

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receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the Indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

10.03. The proceeds of any sale of all or any portion of the Property and the earnings of any holding, leasing, operating or other use of the Property shall be applied by Mortgagee in the following order:

(a) first, to the payment to Mortgagee of the costs and expenses of taking possession of the Property and of holding, using, leasing, repairing, improving and selling the same;

(b) second, to the payment of Mortgagee's attorneys' fees and other legal expenses;

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(c) third, to the payment of accrued and unpaid interest on the Notes subject to any applicable provisions in the Loan Agreement;

(d) fourth, to the payment of the balance of the Indebtedness subject to any applicable provisions in the Loan Agreement;

(e) any surplus shall be paid to the parties entitled to receive it.

## ARTICLE XI

### INSPECTION

11.01. Mortgagor covenants and agrees that Mortgagee, or its agents or representatives, may make such inspections of the Property as Mortgagee may deem necessary or desirable, at all reasonable times and that any such inspections shall be solely for the benefit of Mortgagee and shall not be relied upon by Mortgagor for any purpose.

ARTICLE XII

CONTESTING LIENS AND IMPOSITIONS

12.01. Mortgagor at its expense, may contest, after prior written notice to Mortgagee, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application in whole or in part, of any Impositions described in Section 4.02, any license fees or similar charges, or any mechanic's lien filed against the Property provided that (a) Mortgagor shall first make all contested payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (b) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (c) Mortgagor shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by Mortgagee.

ARTICLE XIII

ASSIGNMENT BY MORTGAGEE

13.01. Mortgagee may assign all or any portion of its interest hereunder and its rights granted herein and in the Notes to any person, trust, financial institution or corporation as Mortgagee may determine and upon such assignment, such assignee



shall thereupon succeed to all the rights, interests, and options of Mortgagee herein and in the Notes contained and Mortgagee shall thereupon have no further obligations or liabilities hereunder.

ARTICLE XIV

INSURANCE

14.01. Mortgagor will procure and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, insurance policies issued by companies approved by Mortgagee and covering such risks and casualties and in such amounts as required by Mortgagee with a standard mortgage clause or loss payable clause. Mortgagor will deliver to Mortgagee copies of such policies. Mortgagor will promptly pay when due, any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration dates thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest as described in Section 6.01

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hereof, and shall be secured by this Mortgage. The delivery to Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the payment of the Indebtedness secured hereby. In the event any foreclosure action or other proceeding hereunder is instituted by Mortgagee, all right, title and interest of Mortgagor in any or to any policy or policies of insurance then in force shall vest in Mortgagee.

14.02. In the event of the occurrence of damage to or the destruction of the improvements on the Property, Mortgagee shall have the option to declare the Indebtedness to be due and payable and to settle all claims with insurers (upon consultation with Mortgagor), collect all insurance proceeds, and apply the proceeds, after deducting the costs of collection, to payment of the Indebtedness. Mortgagor agrees to promptly and diligently repair any damage to the Property. Notwithstanding anything herein to the contrary, provided no Event of Default or event which, with the passage of time or the giving of notice, or both, would constitute an Event of Default exists hereunder (and provided the insurance company shall not claim that it had no liability to pay any or some portion of the insurance proceeds to the Mortgagor), and provided that Mortgagor shall furnish Mortgagee evidence, satisfactory to Mortgagee, that the net insurance proceeds (after deduction of the expenses of Mortgagee hereafter described) plus other funds available to Mortgagor will

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be sufficient for the restoration, repair or rebuilding of the improvements on the Property and that such funds will be so applied by Mortgagor (including, without limitation, at Mortgagee's option the establishment of an interest-bearing escrow, in form and substance satisfactory to Mortgagee, having, at Mortgagee's option, Mortgagee or Chicago Title and Trust Company as escrow agent, for the periodic disbursement of such proceeds and other funds), and that such work will be performed within a time period, by contractors and pursuant to plans and specifications satisfactory to Mortgagee, Mortgagee will, after deducting from such insurance proceeds all of the Mortgagee's expenses incurred in collection and administration of such sums, including attorneys' fees, make the net proceeds of insurance available to Mortgagor to repair, restore or rebuild the improvements on the Property.

## ARTICLE XV

### SECURITY AGREEMENT

15.01. Mortgagor hereby grants to Mortgagee, in addition to and not in substitution for, any interest granted hereinabove, an express security interest in, and mortgages to the Mortgagee, all goods, types and items of property owned by the Mortgagor which are described in Article I hereof and in Section 15.02 below (hereinafter "the collateral") whether now or hereafter erected

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on or placed in or upon the real estate subject to the Gateway Leases or any part thereof, and all replacements thereof and accessions thereto and proceeds thereof to further secure the payment of the Indebtedness, the payment of all other sums due from the Mortgagor to the Mortgagee, and the performance by Mortgagor of all the covenants and agreements set forth herein. Mortgagor warrants and covenants that, except for the security interest granted hereby and except for heretofore granted security interests as disclosed by the Permitted Exceptions, Mortgagor is the owner of the collateral free from any adverse lien, security interest or encumbrance and Mortgagor warrants that Mortgagor has made payment in full for all such collateral. Mortgagor will upon request from Mortgagee deliver to Mortgagee such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Mortgagee may request.

15.02. The security interest granted to the Mortgagee hereby shall cover the following types or items of property now or hereafter owned by the Mortgagor and used in connection with, and located upon, the real estate subject to the Gateway Leases: the Property and all machinery, apparatus, equipment, goods, systems, fixtures and property of every kind and nature whatsoever now or hereafter located in or upon or affixed to the real estate, or any part thereof, and used or usable in connection with any present or future operation of the above-described real estate, and now owned or hereafter acquired by Mortgagor, including, but

without limitation of the generality of the foregoing, all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire-extinguishing, plumbing, cleaning, communications, and power, equipment, systems and apparatus; and all elevators, escalators, switchboards, engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, ranges, stoves, refrigerators, washers, dryers, cabinets, partitions, conduits, ducts and compressors; and all other items of personal property used in connection with the above-described real estate. In addition, the Mortgagor hereby grants to the Mortgagee an express security interest in all tenements, hereditaments, easements, appendages, licenses, privileges and appurtenances belonging or in any way appertaining to the above-described real estate, and all interests in property, rights and franchises or any part thereof together with all the reversions and remainders, and to the extent permitted by laws, all rents, tolls, issues and profits from the real estate, and all the estate, right, title, interest and claims whatsoever, at law and in equity which the Mortgagor has or may hereafter acquire with respect to the above-described real estate and the collateral.

15.03. Upon default hereunder and acceleration of the Indebtedness pursuant to the provisions hereof, Mortgagee may at its discretion require Mortgagor to assemble the collateral and make it available to Mortgagee at a place reasonably convenient to both parties to be designated by Mortgagee.

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15.04. Mortgagee shall give Mortgagor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Mortgagor at least five days before the time of the sale or other disposition, which provisions for notice Mortgagor and Mortgagee agree are reasonable; provided, however, that nothing herein shall preclude Mortgagee from proceeding as to both real estate and personal property in accordance with Mortgagee's rights and remedies in respect to the real estate as provided in Section 9-5(1)(1) of Chapter 26 of the Illinois Revised Statutes.

15.05. Mortgagor shall reimburse Mortgagee for all costs, charges and fees, including reasonable legal fees incurred by Mortgagee in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

15.06. The collateral described herein shall be considered for all purposes a part of the Property as described herein; all warranties and covenants contained in this Mortgage made by Mortgagor shall be deemed as having been made with reference to the collateral; all agreements, undertakings and obligations of Mortgagor stated herein shall apply to the collateral, including without limitation, obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance; and all remedies of the Mortgagee in the event of any default by

Mortgagor under the items of this Mortgage or any other instrument evidencing or securing the Indebtedness secured hereby shall be available to the Mortgagee against the collateral.

15.07. This Mortgage constitutes a Security Agreement as that term is used in the Illinois Uniform Commercial Code, Chapter 26, Illinois Revised Statutes.

ARTICLE XVI

MISCELLANEOUS

16.01. The rights of Mortgagee arising under the provisions and covenants contained in this Mortgage, the Notes, the Agreement and any other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

16.02. The Loan Agreement, as the same hereafter may from time to time be amended, supplemented or modified, is hereby incorporated in this Mortgage by reference. If any of the terms and provisions of the Loan Agreement are inconsistent with any of the terms and provisions of this Mortgage, the provisions of the Loan Agreement shall prevail and govern.

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16.03. Anything contained in this Mortgage to the contrary notwithstanding, this Mortgage and the lien thereof is subject and subordinate to the terms, provisions and lien of the following and no action may be taken by Mortgagee hereunder which is contrary to or inconsistent with the terms and provisions of the following:

(a) Purchase Money Mortgage dated December 28, 1983, from the Mortgagor to The Equitable Life Assurance Society of the United States ("Equitable") recorded with the Recorder of Deeds, Cook County, Illinois, as Document No. 26912708, as amended by an Amendment dated April 24, 1984, recorded with the Recorder of Deeds, Cook County, Illinois, as Document No. 27060478, and as further amended by an Amendment dated as of September 1, 1987 to be recorded in the Recorder's Office, Cook County, Illinois.

(b) Assignment of Rents dated December 28, 1983, from the Mortgagor to Equitable recorded with the Recorder of Deeds, Cook County, Illinois, as Document No. 26912709, as amended by the amendments referred to in Section 16.03(a).

(c) Mortgage dated July 12, 1972 from Tishman-Adams, Inc. and LaSalle National Bank as Trustee under Trust Agreement dated August 15, 1968, and known as Trust No. 38499 to New York State Teachers' Retirement System ("Teachers") recorded with the Recorder of Deeds, Cook County, Illinois, as Document No. 21976577, as amended by instrument recorded on November 30, 1977 in the Recorder's Office, Cook County, Illinois as Document No. 24217062.



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(d) Mortgage, Personal Property, Security Agreement and Assignment of Leases and Rentals dated June 25, 1984 from Mortgagor to Mortgagee recorded with the Recorder of Deeds, Cook County, Illinois as Document No. 21976577, as amended, and as further amended by an Amendment dated as of September 1, 1987 to be recorded in the Recorder's Office, Cook County, Illinois.

Provided, however, that the subordination herein provided shall not be applicable to the "Additional Interest" (as that term is defined in the Amendment to Purchase Money Note dated as of the 1st day of September, 1987, between the Trustee and Equitable) payable to Equitable, except that any Additional Interest (as that term is defined in the Loan Agreement) due the Mortgagee shall be subordinate to the Additional Interest payable to Equitable. With respect to the senior mortgage granted described in clause (c) of this Section 16.03 (the "Teachers' Mortgage") if any action or proceeding shall be brought to foreclose this Mortgage (a) no tenant of any portion of the Property subject to the Teachers' Mortgage will be named as a party defendant in any such foreclosure action or proceeding, nor will any other action be taken with respect to any tenant of any such portion of the Property subject to the Teachers' Mortgage the effect of which would be to terminate subject to the Teachers' Mortgage without the consent of Teachers, (b) no portion of the rents, issues and profits of the Property subject to Teachers' Mortgage shall be collected except through a receiver appointed by the court in which such foreclosure action or proceeding is brought and the rents, issues and profits so collected by such receiver shall be applied in the following order:

(i) to the performance of the terms, covenants and conditions of the Gateway Leases on the part of Mortgagor to be performed as lessee thereunder with respect to the portion of the Property subject to the Teachers' Mortgage, including

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without limiting the generality of the foregoing, the payment of rent and additional rent received thereunder and the payment of all charges which Mortgagor as such lessee is obligated to pay thereunder;

(ii) to the payment of maintenance and operating charges and disbursements incurred in connection with the operation and maintenance of the portion of the Property subject to the Teachers' Mortgage; and

(iii) to the payment of principal and interest due and owing on, or to become due and owing on the Mortgage;

and (c) due notice of the commencement thereof will be given to Teachers and true copies of all papers served or entered in such action or proceeding will be served upon Teachers.

If during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by Teachers for the foreclosure of the Teachers' Mortgage and an application is made by Teachers for an extension of such receivership for the benefit of Teachers, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely for the benefit of Teachers and the Mortgagee shall not be entitled to any portion thereof.

16.04. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Notes or the Agreement or any other documents given by Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or

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times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against Mortgagee unless in writing signed by Mortgagee.

16.05 No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

16.06. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagor at:

520 Madison Avenue  
New York, New York 10022  
Attention: Jerry I. Speyer

and

300 West Washington Street  
Chicago, Illinois 60606  
Attention: Mr. Lester Crown

with copy to: 120 South Riverside Plaza  
Chicago, Illinois 60606  
Attention: Robert Belcaster

or to such other address as Mortgagor may from time to time designate by written notice to Mortgagee given as herein required.

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All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagee at:

Real Estate Department  
One First National Plaza  
Suite 0316  
Chicago, Illinois 60670  
Attention: Timothy J. Meyer

or to such other address as Mortgagee may from time to time designate by written notice to Mortgagor.

16.07. If any action or proceeding shall be instituted to evict Mortgagor or recover possession of the Property or any part thereof, or for any other purpose materially and adversely affecting the Property or this Mortgage, or if any notice relating to such a proceeding or a default is served on Mortgagor, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each notice, petition, or other paper or pleading, however designated.

16.08. In the event a portion of the Property is released from the lien of this Mortgage by Mortgagee, or added to this Mortgage by Mortgagor, the "Property" as herein defined shall refer only to that portion from time to time subject to the lien of this Mortgage.

16.09. This Mortgage is executed by LaSalle National Bank, not personally, but as Trustee under Trust Nos. 107361, 107362, and 107363 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby

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warrants that it possesses full power and authority to execute this Mortgage) and it is expressly understood and agreed that nothing contained herein or in the Notes, shall be construed as creating any liability on the part of said Trustee personally to pay said Notes 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 hereby expressly waived by the Mortgagee hereunder, the legal owners or holders of the Notes, and by every person now or hereafter claiming any right or security hereunder.

16.10. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the General Partner or the limited partners of TSGP or on any person or entity directly or indirectly interested in TSGP or in the partners of TSGP personally to pay the Notes or any interest that may accrue thereon, or any Indebtedness accruing hereunder or secured hereby or to perform any of the obligations hereunder; all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that the Mortgagee's sole sources of satisfaction of any Indebtedness accruing hereunder or secured hereby is limited to: (i) the Property mortgaged hereunder, (ii) the assets of TSGP, which assets do not include the negative capital account of any partner, and (iii) the Revolving Loan Security, as defined in the Loan Agreement. The Mortgagee agrees that it will not seek to enforce out of any assets of any partner

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of TSGP any judgment for any sum of money which is or may be payable or may arise hereunder, or for the performance of any of the obligations of TSGP hereunder, or for any deficiency remaining after any foreclosure of this Mortgage or after realizing upon any collateral securing the Indebtedness accruing hereunder or secured hereby; provided, however, that nothing herein contained shall be deemed to be a release or impairment of the Indebtedness or the security therefor intended by this Mortgage or any other security or any guarantees given as security therefor, or shall preclude Mortgagee from foreclosing this Mortgage or any such collateral, in case of Default or enforcing any of its rights hereunder, against the assets of TSGP, which assets do not include the negative capital account of any partner.

16.11. Each and all of the covenants and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to the transfer of Mortgagor's interest in the Property covered by this Mortgage.

16.12. If one or more of the provisions of this Mortgage shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Mortgage and the validity, legality and enforceability of the remaining provisions contained herein, shall not in any way be affected or

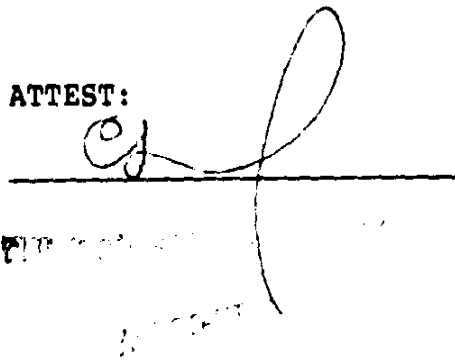
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impaired thereby. Without limiting the generality of the foregoing, any provision herein or in the Notes to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall or may amounts received hereunder be credited, so that Mortgagee shall be paid, as interest, a sum greater than the maximum amount permitted by law. If any construction of this Mortgage or the Notes indicates a different right is given to Mortgagee to ask for, demand or receive any larger sum, as interest, such as a mistake in calculation or in wording, which this clause shall override and control, their proper adjustment shall automatically be made accordingly.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed on the day and year first above written.

ATTEST:

  
\_\_\_\_\_

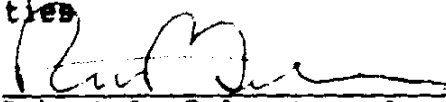
LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

By:   
Its: \_\_\_\_\_

TISHMAN SPEYER GATEWAY PROPERTIES, A LIMITED PARTNERSHIP

By: TISHMAN SPEYER GATEWAY VENTURE, A LIMITED PARTNERSHIP, General Partner

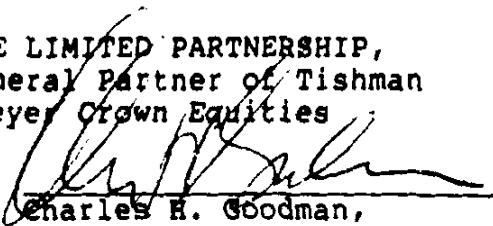
By: TISHMAN SPEYER ASSOCIATES LIMITED PARTNERSHIP, General Partner of Tishman Speyer Crown Equities

By:   
Robert L. Belcaster, Agent and Attorney in Fact for Jerry I. Speyer, General Partner

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By: TSE LIMITED PARTNERSHIP,  
General Partner of Tishman  
Speyer Crown Equities

By:   
Charles H. Goodman,  
General Partner

By: TISHMAN/SPEYER GATEWAY  
ASSOCIATES LIMITED PARTNERSHIP  
General Partner of Tishman  
Speyer Gateway Venture, A  
Limited Partnership

By:   
Robert L. Belcaster,  
General Partner

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S  
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Marie Franca, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that

ASST of LaSalle National Bank and CLIFFORD COOPEL RUDNICK, Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee aforesaid for the uses and purposes therein set forth; and the said ASST Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said BANK to said instrument as said ASST Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2<sup>nd</sup> day of NOVEMBER, 1987.

Marie Franca  
Notary Public

My Comm. Expires 11-23-1991

Prothonotary of Cook County Clerk's Office

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STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert L. Belcaster, attorney-in-fact under power of attorney dated October 28, 1987 from Jerry I. Speyer, a general partner of TISHMAN SPEYER ASSOCIATES LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument pursuant to said power of attorney as his own free and voluntary act of said Partnerships, as attorney-in-fact for Jerry I. Speyer as general partner aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles H. Goodman, general partner of TSE LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act of said Partnerships, as general partner aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert L. Belcaster, a general partner of TISHMAN/SPEYER GATEWAY ASSOCIATES LIMITED PARTNERSHIP, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act of said Partnership, as general partner aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Property of Cook County Clerk's Office

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## EXHIBIT A

### Description of Leases and Real Estate Subject Thereto

Exhibit A.1	Gateway I Lease
Exhibit A.2	Gateway II Lease
Exhibit A.3	Gateway III Prime Air Rights Lease and Ancillary Prime Lease
Exhibit A.4	Concession Lease

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EXHIBIT A.1

GATEWAY I LEASE

DESCRIPTION OF LEASE:

Lease dated as of September 13, 1963 between Chicago Union Station Company, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Gateway Inc. and LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated September 5, 1963 and known as Trust Number 31511, as Lessee, and recorded September 18, 1963 as Document 18917214.

Amended by Supplement to Lease dated as of June 21, 1966 between Chicago Union Station Company, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Gateway Inc. and LaSalle National Bank as Trustee as foreshaid, as Lessee, and recorded July 12, 1966 as Document 19881999.

Further amended by Second Supplement to Lease dated as of November 29, 1977 among Chicago Union Station Company, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company as Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, and recorded November 30, 1977 as Documents 24217073, 24217074 and 24217075.

LEGAL DESCRIPTION OF PROPERTY LEASED PURSUANT TO THE AFORESAID LEASE:

TWO CERTAIN PARCELS OF LAND IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1:

A PART OF LOTS 1 AND 2 IN RAILROAD COMPANIES' RESUBDIVISION OF BLDCKS 62 TO 76, BOTH INCLUSIVE, 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16 AS DOCUMENT 8339751, SAID PARTS OF LOTS 1 AND 2 BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 199.495 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LINE A DISTANCE OF 199.23 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 1 AND OF SAID LOT 2 A DISTANCE OF 218.865 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF SAID LOT 2 A DISTANCE OF 398.19 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 2, AND THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 AND OF SAID LOT 1 A DISTANCE OF 239 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM THE PARCEL OF LAND ABOVE DESCRIBED, THE RESPECTIVE PORTIONS THEREOF LYING VERTICALLY BELOW THE FOLLOWING HORIZONTAL PLANES:

("A") A HORIZONTAL PLANE 18.5 FEET ABOVE CHICAGO CITY DATUM, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID PARCEL AND RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL TO THE INTERSECTION OF SAID NORTH LINE AND A LINE (THE "LIMITING PLANE LINE") 168 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID PARCEL; THENCE SOUTHWARDLY ALONG THE LIMITING PLANE LINE TO THE INTERSECTION OF SAID LINE AND THE SOUTH LINE OF SAID PARCEL; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTH WEST CORNER

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THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH WEST CORNER OF SAID PARCEL, WHICH IS THE POINT OF BEGINNING OF SAID HORIZONTAL PLANE; AND,  
("B") A HORIZONTAL PLANE 21.0 FEET ABOVE CHICAGO CITY DATUM OVER THE PORTION OF SAID PARCEL WHICH IS NOT VERTICALLY BELOW THE HORIZONTAL PLANE DESCRIBED IN CLAUSE (A) ABOVE)

**PARCEL 2:**

ALL LAND AND SPACES BELOW THE HORIZONTAL PLANES DESCRIBED IN PARCEL 1 ABOVE WHICH ARE OCCUPIED BY THE COLUMNS, CAISSONS, FOUNDATIONS, GUSSETS AND ALL OTHER SUPPORTING STRUCTURES FOR THE BUILDING AND IMPROVEMENTS CONSTRUCTED IN PARCEL 1, PURSUANT TO THE LEASE DESCRIBED IN SCHEDULE A, AND BY ALL OTHER IMPROVEMENTS, PLENUMS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPES, WIRES, CONDUITS, UTILITIES AND OTHER STRUCTURES LOCATED BELOW SAID HORIZONTAL PLANES IN CONNECTION WITH SAID BUILDING AND IMPROVEMENTS.

**LEGAL DESCRIPTION OF EASEMENT APPURTENANT TO PARCEL 1:**

EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY INSTRUMENT MADE BY CHICAGO UNION STATION COMPANY, AND OTHERS, TO TISHMAN-GATEWAY, INC. AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 5, 1963 AND KNOWN AS TRUST NUMBER 31511, DATED JUNE 21, 1966 AND RECORDED JULY 12, 1966 AS DOCUMENT 19881999, TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE AND RENEW, COLUMNS, CAISSONS, FOUNDATIONS AND OTHER SUPPORTS BELOW THE EASEMENT FOR STREET PURPOSES GRANTED TO THE CITY OF CHICAGO BY DEED RECORDED SEPTEMBER 23, 1914 AS DOCUMENT NUMBER 5499205 AND THE GRADE ELEVATION OF WHICH IS SET FORTH IN THE ORDINANCE PASSED MARCH 23, 1914 AND RECORDED AS DOCUMENT NUMBER 5507199 PURSUANT TO WHICH SAID DEED WAS GIVEN OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES:

THE WEST 20 FEET OF LOT 2 (EXCEPT THE SOUTH 33 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION AFORESAID OF BLOCKS 62 TO 76 INCLUSIVE, 78, PARTS OF 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS.

EXHIBIT A.2

GATEWAY II LEASE

DESCRIPTION OF LEASE:

Lease dated as of July 1, 1965 between Chicago Union Station Company, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Monroe Inc. and LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated June 3, 1965 and known as Trust Number 33724, as Lessee, and recorded October 14, 1965 as Document 19618053.

Amended by Supplement to Lease dated as of November 21, 1967 between Chicago Union Station Company, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Monroe Inc. and LaSalle National Bank as Trustee as aforesaid, as Lessee, and recorded January 3, 1968 as Document 20370303.

Further amended by Second Supplement to Lease dated as of November 29, 1977 among Chicago Union Station Company, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, and recorded November 30, 1977 as Documents 24217076, 24217077 and 24217078.

LEGAL DESCRIPTION OF PROPERTY LEASED PURSUANT TO THE AFORESAID LEASE:

TWO CERTAIN PARCELS OF LAND IN THE COUNTY OF COOK, STATE OF ILLINOIS, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS, GUSSETS AND SUPPORTS THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1:

A PART OF LOTS 3 AND 4 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, 78, PARTS OF 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16, AS DOCUMENT 8339751; SAID PART OF LOTS 3 AND 4 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 4 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND OF SAID LOT 3 A DISTANCE OF 242.50 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 3 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 3; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 3 A DISTANCE OF 397.635 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 33.0 FEET OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 33 FEET OF SAID LOTS 3 AND 4 A DISTANCE OF 216.50 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 4 AND THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 4 A DISTANCE OF 398.60 FEET TO THE POINT OF BEGINNING, EXCEPTING, HOWEVER, FROM THE PARCEL OF LAND ABOVE DESCRIBED THE RESPECTIVE PORTIONS THEREOF LYING VERTICALLY BELOW THE FOLLOWING HORIZONTAL PLANES:

("A") A HORIZONTAL PLANE 20.5 FEET ABOVE CHICAGO CITY DATUM, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID PARCEL AND RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 168 FEET; THENCE SOUTHWARDLY TO A POINT ON THE SOUTH LINE OF SAID PARCEL 168 FEET FROM THE SOUTH WEST CORNER THEREOF; THENCE WESTERLY A DISTANCE OF 168

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FEET ALONG SAID SOUTH LINE OF SAID PARCEL TO THE SOUTH WEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OF BEGINNING OF SAID HORIZONTAL PLANE, A DISTANCE OF 397.64 FEET, MORE OR LESS; ALSO ("B") A HORIZONTAL PLANE 22.5 FEET ABOVE CHICAGO CITY DATUM OVER THE REMAINDER OF SAID PARCEL WHICH IS NOT VERTICALLY BELOW THE HORIZONTAL PLANE DESCRIBED IN CLAUSE ("A") ABOVE;

## PARCEL 2:

ALL LAND AND SPACES BELOW THE HORIZONTAL PLANE DESCRIBED IN PARCEL 1 ABOVE WHICH ARE OCCUPIED BY THE COLUMNS, CAISSONS, FOUNDATIONS, GUSSETS, AND ALL OTHER SUPPORTING STRUCTURES FOR THE BUILDING AND IMPROVEMENTS CONSTRUCTED IN PARCEL 1, PURSUANT TO THE LEASE DESCRIBED IN SCHEDULE A, AND BY ALL OTHER IMPROVEMENTS, PLENUMS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPES, WIRES, CONDUITS, UTILITIES AND OTHER STRUCTURES LOCATED BELOW SAID HORIZONTAL PLANES IN CONNECTION WITH SAID BUILDING AND IMPROVEMENTS; ALSO

## LEGAL DESCRIPTION OF EASEMENT APPURTENANT TO PARCELS 1 AND 2:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY INSTRUMENT EXECUTED BY CHICAGO UNION STATION COMPANY, AND OTHERS, TO TISHMAN-MONROE, INC. AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 3, 1965 AND KNOWN AS TRUST NUMBER 33724, DATED NOVEMBER 21, 1967 AND RECORDED JANUARY 3, 1968 AS DOCUMENT NUMBER 20370303 TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE OR RENEW COLUMNS, CAISSONS, FOUNDATIONS AND OTHER SUPPORTS BELOW THE EASEMENT FOR STREET PURPOSES GRANTED TO THE CITY OF CHICAGO BY DEED RECORDED SEPTEMBER 23, 1914 AS DOCUMENT NUMBER 5499205 AND THE GRADE ELEVATION WHICH IS SET FORTH IN THE ORDINANCE PASSED MARCH 24, 1914 AND RECORDED AS DOCUMENT NUMBER 5507199 PURSUANT TO WHICH SAID DEED WAS GIVEN, OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES:

THE WEST 20 FEET OF LOT 3 (EXCEPT THE NORTH 55 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76 INCLUSIVE, 78, PARTS OF 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS.

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SAID LOT 5 A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING, EXCEPT THE IMPROVEMENTS CONVEYED BY DEED RECORDED DECEMBER 30, 1982 AS DOCUMENT 26454260 AND THE CORRECTIVE DEED RECORDED NOVEMBER 1, 1983 AS DOCUMENT 26845170.

EXCEPTING, HOWEVER, FROM THE PARCEL OF LAND ABOVE DESCRIBED THE RESPECTIVE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISH FLOOR SLAB OF THE MEZZANINE FLOOR OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING AND THE TOP OF THE FINISH FLOOR SLAB OF THE PLAZA LEVEL BETWEEN THE CIRCUMSCRIBING WALLS OF THE MEZZANINE OF SAID BUILDING AND THE PROPERTY LINE, BEING DESIGNATED AS PLUS 17.50 FEET AND PLUS 32.50 FEET, RESPECTIVELY, AS SHOWN ON THE TRANSVERSE SECTION AND LONGITUDINAL SECTION OF SAID BUILDING ATTACHED TO LEASE DATED JANUARY 15, 1963 AND REFERRED TO AS APPENDIX B, WHICH SECTION PLANS ARE MADE A PART OF THIS DESCRIPTION. THE ELEVATION SHOWN ON SAID SECTION PLANS HAVE REFERENCE TO CHICAGO CITY DATUM AS EXISTING ON OCTOBER 21, 1968.

PARCEL A-2:

ALL THAT PARCEL OF LAND, TAKEN AS A TRACT, BEING THAT PORTION ABOVE THE SPACE EXCEPTED HEREINAFTER, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF WITHIN THE EXCEPTED SPACE, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 115.75 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 11.36 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF SAID HEREINAFTER DESCRIBED PART OF LOT 6;

THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 134.00 FEET OF SAID LOT 6;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 134.00 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; AND

THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER FROM THE NORTH 13.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.83 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE SOUTH 18.00 FEET OF THE NORTH 31.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 30.25 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE REMAINDER OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE

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## EXHIBIT A.3

### GATEWAY III LEASE

All references in this Assignment of Rents to the Gateway III Lease shall be deemed to include both the Prime Air Rights Lease and the Ancillary Prime Lease described in this Exhibit A.3.

#### 1. DESCRIPTION OF PRIME AIR RIGHTS LEASE:

Lease dated as of January 15, 1969 between Chicago Union Station Company, Penn Central Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Adams, Inc. and LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated August 15, 1968 and known as Trust Number 38499, as Lessee, and recorded January 31, 1969 as Document 20744919.

Modified by letter agreements dated December 3, 1970 and December 1, 1972 between Tishman - Adams, Inc. and Chicago Union Station Company.

Amended by Supplement to Lease dated as of November 29, 1977 among Chicago Union Station Company and Tishman Station Corp. and Tishman Continental, Inc. and recorded November 30, 1977 as Documents 24217054, 24217055, 24217056 and 24217057.

Further amended by Supplement to Lease dated as of November 29, 1977 between Chicago Union Station Company, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, and recorded November 30, 1977 as Documents 24217079, 24217080 and 24217081.

LEGAL DESCRIPTION OF PROPERTY LEASED PURSUANT TO THE AFORESAID LEASE:

#### PARCEL A-1:

ALL THAT PARCEL OF LAND, BEING THAT PORTION ABOVE THE EXCEPTED SPACE HEREINAFTER DEFINED, OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF COOK, STATE OF ILLINOIS, TOGETHER WITH THE BUILDINGS AND IMPROVEMENT THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF CONSTRUCTED WITHIN THE EXCEPTED SPACE, BOUNDED AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND COMPRISED OF LOT 5 AND PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16, AS DOCUMENT 8339751, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 5 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 203.465 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LOT LINE A DISTANCE OF 203.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 336.0 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 6 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 6 A DISTANCE OF 396.545 FEET TO ITS INTERSECTION OF THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND OF

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FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING IN SAID REMAINDER WHICH IS AT AN ELEVATION OF 28.25 FEET ABOVE SAID CHICAGO CITY DATUM.

ALSO

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, A DISTANCE OF 31.65 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PART OF LOT 6;

THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 161.00 FEET OF LOT 6, A DISTANCE OF 107.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1.33 FEET NORTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 59.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6, A DISTANCE OF 25.58 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;

THENCE EAST ALONG SAID PARALLEL LINE AND ALONG SAID PARALLEL LINE EXTENDED, A DISTANCE OF 57.75 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 278.25 FEET OF SAID LOT 6;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6, A DISTANCE OF 14.25 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 233.00 FEET OF SAID LOT 6;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 233.00 FEET OF LOT 6, A DISTANCE OF 17.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 233.00 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 50.25 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS;  
AND

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER FROM THAT PART OF SAID PARCEL OF LAND LYING WEST OF THE EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED

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FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THOSE PORTIONS OF SAID PARCEL OF LAND LYING EAST OF SAID EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THOSE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 28.33 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM SAID PARCEL OF LAND THE WEST 1.25 FEET OF THE NORTH 1.33 FEET THEREOF OCCUPIED BY A COLUMN, AND ALSO EXCEPTING THOSE PARTS THEREOF OCCUPIED BY SIX OTHER COLUMNS OF SAID MOST SOUTHERLY ROW OF COLUMNS, EACH OF WHICH SIX COLUMNS MEASURES 2.50 FEET FROM EAST TO WEST AND EXTENDS 1.33 FEET SOUTHWARDLY INTO AND UPON SAID PREMISES FROM THE MOST NORTHERLY NORTH LINE THEREOF;

AND EXCEPTING FROM SAID TRACT ALL THOSE PARTS THEREOF FALLING WITHIN PARCEL A-1, AND EXCEPTING FROM SAID TRACT THE IMPROVEMENTS CONVEYED BY DEED RECORDED DECEMBER 30, 1982 AS DOCUMENT 26454260 AND THE CORRECTIVE DEED RECORDED NOVEMBER 1, 1983 AS DOCUMENT 26845170.

PROPERTY of Cook County Clerk's Office

87591237

# UNOFFICIAL COPY

8 7 5 9 1 2 3 7

## 2. DESCRIPTION OF ANCILLARY PRIME LEASE:

Lease dated as of June 1, 1977 between Chicago Union Station Company, as Lessor, and Tishman Station Corp. and LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated August 15, 1968 and known as Trust Number 38499, as Lessee, and recorded November 1, 1977 as Document 24173017.

Amended by Supplement to Lease dated as of November 29, 1977 between Chicago Union Station Company, as Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, and recorded November 30, 1977 as Documents 24217085 and 24217086.

### LEGAL DESCRIPTION OF PROPERTY LEASED PURSUANT TO THE AFORESAID LEASE:

#### PARCEL C-1

THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 42.25 FEET AND 50.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND ENCLOSED BY PLANES EXTENDING VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF A PART OF LOT 6, AND A PART OF THE SOUTH CANAL STREET LYING WEST OF AND ADJOINING SAID LOT 6, IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 63 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6, AT A POINT WHICH IS 0.938 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 6, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF 25.416 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 101.083 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.416 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; AND THENCE SOUTH ALONG THE EAST LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF 101.083 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE SPACE IN WHICH TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE OR RENEW FROM TIME TO TIME ADEQUATE COLUMNS AND FOUNDATIONS FOR THE BUILDING CONTEMPLATED BY THE PRESENT LEASE IN THE EXCEPTED SPACE, AS DEFINED IN THE EXISTING AIR RIGHTS LEASE DATED JANUARY 15, 1969 AND RECORDED JANUARY 31, 1969 AS DOCUMENT 20714919, AND EXCEPTING FROM SAID PROPERTY AND SPACE THE IMPROVEMENTS COVERED BY DEED RECORDED DECEMBER 30, 1982 AS DOCUMENT 26454260 AND THE CORRECTIVE DEED RECORDED NOVEMBER 1, 1983 AS DOCUMENT 26845170, ALL IN COOK COUNTY, ILLINOIS.

87591237

EXHIBIT A.4

CONCESSION LEASE

DESCRIPTION OF LEASE:

Lease dated as of January 15, 1969 between Chicago Union Station Company, Penn Central Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and Tishman - Adams, Inc. and LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated August 15, 1968 and known as Trust Number 38499, as Lessee, and recorded January 31, 1969 as Document 20744920.

Modified by Agreement dated October 31, 1972.

Amended by Supplement to Lease dated as of November 29, 1977 among Chicago Union Station Company and Tishman Station Corp. and Tishman Continental, Inc. and recorded November 30, 1977 as Documents 24217058, 24217059, 24217060 and 24217061.

Further amended by Supplement to Lease dated as of November 29, 1977 between Chicago Union Station Company, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company, as Lessor, and The Equitable Life Insurance Assurance Society of the United States, as Lessee, and recorded November 30, 1977 as Documents 24217082, 24217083 and 24217084.

LEGAL DESCRIPTION OF PROPERTY LEASED PURSUANT TO THE AFORESAID LEASE:

PARCEL B-1:

AN AREA AND SPACE SHOWN HATCHED ON EXHIBIT A ATTACHED TO LEASE SUPPLEMENT RECORDED NOVEMBER 30, 1977 AS DOCUMENTS 24217058, 24217059, 24217060 AND 24217061 ON THE CONCOURSE LEVEL OF THE BUILDING CONSTRUCTED ON THE PREMISES AND BEING BELOW THE PREMISES COVERED BY THE AIR RIGHTS LEASE RECORDED JANUARY 31, 1969 AS DOCUMENT 20744919, ALL OF WHICH DEMISED PREMISES FALL IN THE FOLLOWING DESCRIBED PREMISES, TO WIT:

A PARCEL OF LAND COMPRISED OF LOT 5 AND PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16 AS DOCUMENT 8339751, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 203.465 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LOT LINE A DISTANCE OF 203.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 336.0 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 6 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 6 A DISTANCE OF 396.545 FEET TO ITS INTERSECTION OF THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND OF SAID LOT 5 A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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