

# UNOFFICIAL COPY

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88574693

Recording Requested By And  
When Recorded Mail to:  
Sonnenschein Carlin Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606  
Attention: Miriam G. Morse

## MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (herein called the "Mortgage"), dated as of December 8, 1988, by and among LASALLE NATIONAL BANK, not personally but as Trustee under a certain Trust Agreement dated November 21, 1986 and known as Trust Number 111774 (herein called "Mortgagor"), CITICORP REAL ESTATE, INC., a Delaware corporation ("CREI"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("First Chicago") (CREI and First Chicago are collectively referred to herein as the "Mortgagee").

Mortgagor has executed and delivered to Mortgagee, pursuant to the terms of that certain loan agreement of even date herewith (the "Loan Agreement"), a note of even date herewith in the principal amount of \$122,000,000 (the "Note").

The Loan Agreement is incorporated herein by reference to the same extent and effect as if fully set forth herein and made a part hereof; in the event of any inconsistencies between the terms and provisions of this Mortgage and the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall govern and control. Capitalized terms used in this Mortgage have the meanings set forth in the Loan Agreement, unless otherwise specifically defined herein.

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

MORTGAGOR HEREBY IRREVOCABLY GRANTS, REMISES, ALIENS, CONVEYS, AND MORTGAGES TO MORTGAGEE, all that certain property and all of Mortgagor's right, title and interest in all buildings and all other improvements now thereon or hereafter constructed thereon (herein called the "Premises") situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof by reference.

TOGETHER WITH all of Mortgagor's right, title and interest in the following which, with the Premises, are (except where the context otherwise requires) herein collectively called the "Property":

(a) All improvements, tenements, easements, fixtures and appurtenances and all estate, rights, and privileges of Mortgagor in and to the Premises and all right, title and interest, if any, of Mortgagor in and to the streets and roads now or hereafter abutting the Premises to the center lines thereof, and strips and gores within or adjoining the Premises, the air space and the right to use said air space above the Premises, all rights of ingress and egress by motor vehicles to parking facilities on or within the Premises, and all other rights appertaining to the use and enjoyment of the Property;

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