

UNOFFICIAL COPY

MODIFY3.NEW 12/22/88 RFR

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A. Trustee has heretofore executed and delivered to Lender, and Lender is now the owner and holder of, a certain PROMISSORY NOTE of Trustee payable to the order of Lender, dated June 28, 1988, in the stated principal amount of FIFTEEN MILLION DOLLARS (\$15,000,000.00) (the "Original Note"). The Original Note evidences a loan (the "Loan") being made by the Lender to the Trustee (the "Loan"), at the request of and for the principal benefit of the Beneficiary, in the maximum principal amount of FIFTEEN MILLION DOLLARS (\$15,000,000.00). The unpaid principal balance of the Loan owing under the Original Note, as of the date hereof, is EIGHT MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED NINETY and 88/100ths DOLLARS (\$8,597,390.88); and accrued and unpaid interest on the Original Note is FORTY-TWO THOUSAND FORTY-NINE and

88595852

Recitals:

TRANSOHIO SAVINGS BANK, an Ohio corporation, whose mailing address is 1250 Superior Avenue, N.E., Cleveland, Ohio 44101-5499 (hereinafter sometimes referred to as the "Lender"); and

C. J. INDUSTRIES, INC., an Illinois corporation, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes referred to as the "Subordinator"); and

CHRISTY J. JEPSON and KENNETH E. KAISER, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes collectively referred to as the "Guarantors"); and

185 NORTH WABASH, AN ILLINOIS LIMITED PARTNERSHIP, an Illinois limited partnership, whose mailing address is 185 North Wabash Avenue, Chicago, Illinois 60601 (hereinafter sometimes referred to as the "Beneficiary");

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee Under Trust Agreement dated June 18, 1987 and known as Trust Number 102836-04, whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter sometimes referred to as the "Trustee");

THIS SECOND MODIFICATION AGREEMENT is made and entered into as of December 20, 1988 by, between and among:

SECOND MODIFICATION AGREEMENT

88595852

2/9/00

7193505 D2

UNOFFICIAL COPY

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

Clerk of Cook County, Illinois

Property of Cook County Clerk's Office

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

Clerk of Cook County, Illinois

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

Clerk of Cook County, Illinois

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

Clerk of Cook County, Illinois

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

Clerk of Cook County, Illinois

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

Clerk of Cook County, Illinois

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

Clerk of Cook County, Illinois

COOK COUNTY CLERK'S OFFICE

88595852

51/100ths DOLLARS (\$42,049.51). The undisbursed principal balance of SIX MILLION FOUR HUNDRED TWO THOUSAND SIX HUNDRED NINE and 12/100ths DOLLARS (\$6,402,609.12) will be disbursed in accordance with, and subject to the conditions stated in, the Loan Agreement hereinafter described.

B. The Guarantors are the sole general partners of the Beneficiary. Beneficiary is the sole beneficiary under said Trust Agreement No. 102836-04 with the Trustee as trustee thereunder. The Loan evidenced by the Original Note is further evidenced by and secured by the documents (collectively, the "Original Loan Documents") listed and described on SCHEDULE I attached hereto and incorporated herein by this reference.

C. Trustee is the owner and holder of legal title to the real estate legally described in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Premises").

D. The Subordinator is the subordinating party under the "Subordination Agreement" described in SCHEDULE I, and joins in this SECOND MODIFICATION AGREEMENT solely to manifest herein its agreement that its rights (if any) under the "Management Agreement" (described in the Subordination Agreement) are and remain subject, junior and inferior to the liens and security interests granted to Lender by the Original Loan Documents notwithstanding the modification of the Original Loan Documents incorporated herein.

E. Trustee, Beneficiary and Lender have agreed (and the Guarantors have agreed) to modify the terms applicable to the Loan, by amending and restating the Original Note and by amending the Original Loan Documents as hereinafter set forth, but not otherwise. The modifications include but are not limited to changing the Final Maturity Date of the Loan to January 1, 1994 (and not July 1, 1998).

F. The Loan will now be evidenced by an AMENDED AND RESTATED PROMISSORY NOTE executed and delivered by Trustee (the "New Note"), payable to the order of Lender, bearing even date herewith, in the amount of FIFTEEN MILLION DOLLARS (\$15,000,000.00), which New Note will (prospectively) replace and supercede the Original Note.

G. Certain terms and provisions concerning title insurance and other aspects of disbursement of Loan proceeds were governed by the "Escrow Agreement" (as defined in SCHEDULE I). That Escrow Agreement is prospectively replaced and superseded by that TRUST AGREEMENT bearing even date herewith (the "New Escrow Agreement") between and among the parties to the Escrow Agreement.

5. The SCHEDULE OF LEASES attached to the "Mortgage" (as defined in SCHEDULE I) and to the "Assignment of Leases" (as defined in SCHEDULE I) and to the "Certificate" (as defined in SCHEDULE I) is hereby deleted and entirely replaced by the SCHEDULE OF LEASES attached hereto and made a part hereof.

4. The final payment of principal and interest under the New Note, if not sooner paid or payable as provided therein, is due on January 1, 1994 and not on July 1, 1998.

(e) all references in any other Original Loan Documents to other Original Loan Documents shall hereafter be deemed and construed to refer to the appropriate Original Loan Documents, as further amended hereby.

(d) all references in the "Escrow Agreement" and like references contained in the Original Loan Documents shall hereafter be deemed and construed to refer to the New Escrow Agreement; and

(c) all references to the "Mortgage" and like references contained in the Original Loan Documents and in the New Escrow Agreement shall hereafter be deemed and construed to refer to the Mortgage, as further amended hereby;

(b) all references to the "Note" and like references contained in the Original Loan Documents and in the New Escrow Agreement shall hereafter be deemed and construed to refer to the New Note;

(a) the Original Loan Documents, as amended hereby, except the Original Note and except the Escrow Agreement, shall evidence and secure the repayment of all indebtedness evidenced by the New Note and the performance by Trustee, Beneficiary and Guarantors of all of their respective covenants and obligations and their respective observance of all conditions set forth in the Original Loan Documents, as amended hereby;

3. From and after the date hereof:

2. The New Escrow Agreement prospectively replaces and supercedes the Escrow Agreement.

1. The New Note prospectively replaces and supercedes the Original Note. The New Note now evidences the obligation of Trustee to repay the Loan.

NOW, THEREFORE, in consideration of the Recitals, the future disbursement of the undischursed proceeds of the Loan, and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

25856588

UNOFFICIAL COPY

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 1, 1997

CLERK OF THE SUPREME COURT
JANUARY 1, 1997

CLERK OF THE SUPREME COURT
JANUARY 1, 1997

CLERK OF THE SUPREME COURT
JANUARY 1, 1997

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CLERK OF THE SUPREME COURT
JANUARY 1, 1997

CLERK OF THE SUPREME COURT
JANUARY 1, 1997

CLERK OF THE SUPREME COURT
JANUARY 1, 1997

Property of Cook County Clerk's Office

CLERK OF THE SUPREME COURT

11. This Agreement may be executed in any number of counterparts by any of the parties hereto and the signature and acknowledgment pages of such executed counterparts may be collated by the counsel for the Lender. All of such executed counterparts, including collated

10. In consideration of the payment of a Fee by Beneficiary to Lender, Lender hereby waives the limitation contained in the Original Note and in Loan Agreement or elsewhere in the Original Loan Documents to the effect that Lender would fund only a maximum of TEN MILLION DOLLARS (\$10,000,000.00) of Loan proceeds unless it obtains a participant in the Loan for FIVE MILLION DOLLARS (\$5,000,000.00) or more. Nothing in the preceding sentence precludes Lender from hereafter selling the Loan or participations therein.

9. Beneficiary covenants with and warrants to the Lender that all warranties and representations contained in the "Certificate" (as defined in SCHEDULE I) and in the "Loan Agreement" (as defined in the New Note) remain true and correct as of the date hereof, except that new construction contracts have been let and some construction contracts have been terminated, all as heretofore disclosed in writing to the Lender or as will be disclosed in writing to Lender prior to the next disbursement of proceeds of the Loan.

8. Beneficiary covenants with and warrants to the Lender that there is no uncured event of default now outstanding under the "Ground Lease" (as defined in the Mortgage referred to in SCHEDULE I).

7. The Mortgage and the other Original Loan Documents, as further amended hereby, now secure indebtedness in the principal amount of FIFTEEN MILLION DOLLARS (\$15,000,000.00), together with the payment of such additional sums, with interest thereon, which may hereafter be loaned to Mortgagor by Mortgagor or advanced under the Original Loan Documents, as amended hereby, even though the aggregate amount outstanding at any time may exceed the new Loan principal balance stated herein and in the New Note; provided, however, that the indebtedness secured by the Mortgage, as amended hereby, shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the New Note.

6. The Guarantors join in this SECOND MODIFICATION AGREEMENT to explicitly manifest their assent hereto and to document their agreement (and the Beneficiary's agreement) that nothing contained herein is intended to nor shall impair, annul nor affect their obligations (or the obligations of the Beneficiary) as guarantors under the "Guaranty" (defined in SCHEDULE I); and the Guarantors and Beneficiary further agree that the Guaranty now obligates the Guarantors and Beneficiary with respect to the New Note, the New Escrow Agreement and the Original Loan Documents, as further amended hereby.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1998.

Clerk of the Court

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

Deputy Clerk

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88595852

signature and acknowledgment pages, shall for all purposes be deemed to be originals and all such counterparts, taken together, shall constitute but one and the same Agreement.

12. Except as expressly modified hereby, the Original Loan Documents remain in full force and effect in accordance with their original tenor. Nothing contained in this SECOND MODIFICATION AGREEMENT shall in any way be deemed or construed to: (i) waive, impair or annul the lien or priority of lien or security granted to Lender by the Original Loan Documents; (ii) waive, impair or annul any other security now held by Lender to secure repayment of the Loan; (iii) alter, waive, annul, vary not affect any provision, condition or covenant contained in any of the Original Loan Documents except as herein expressly provided; nor (iv) waive, impair or annul any right, remedy, privilege, power or option granted to Lender in the Note or any other Original Loan Document or by law or otherwise.

13. It is expressly understood and agreed, anything herein to the contrary notwithstanding: (i) that all representations, covenants, undertakings, warranties and agreements herein made on the part of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, are nevertheless each and every one of them, not made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally or for the purpose or with the intention of binding AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally, but are made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO solely in the exercise of the powers conferred upon and vested in it as Trustee; and (ii) that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder; but nothing contained in this Paragraph shall limit the right of any party to this instrument or any of the Original Loan Documents to enforce: (i) the personal liability (if any) of any party hereto or hereto other than the Trustee, nor (ii) recourse against any security granted to any party hereto or hereto.

IN WITNESS WHEREOF the parties hereto have executed this SECOND MODIFICATION AGREEMENT as of the day and year first above written.

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MODIFY3,NEW 12/22/88 RFK

-and-

Christy J. Tjepson, individually
Kenneth E. Kaisey, individually

[Signature]

[Signature]

COOK COUNTY, ILLINOIS
1988 DEC 28 AM 12:33

88595852

-and-

By Kenneth E. Kaisey, general partner

[Signature]

- and ov -

By Christy J. Tjepson, general partner

[Signature]

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185 NORTH WABASH, an Illinois limited partnership

-and-

(Impress corporate seal here)

By: *[Signature]*
Its: *[Signature]*

ATTEST:

By: *[Signature]*
Its: *[Signature]*

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Not Personally But
As Trustee As Aforesaid

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MODIFY3,NEW 12/22/88 RFK

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Property of Cook County Clerk's Office

(Impress corporate seal here)

By: _____
Its (Assistant) Secretary

ATTEST:

By: _____
Its President

TRANSOHIO SAVINGS BANK, an Ohio
corporation

-and-

(Impress corporate seal here)

By: _____
Its (Assistant) Secretary

ATTEST:

By: _____
Its President

C. J. INDUSTRIES, INC., an Illinois corporation

UNOFFICIAL COPY

11/15/2011

Public Accountancy

Professional Accountant
No.

MAJRE

Public Accountancy

~~Professional Accountant
No.~~

MAJRE

BE

01/15/2011

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MODIFY3,NEW 12/22/88 RPK

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(Impress corporate seal here)

By: [Signature]
Its (Assistant) Secretary

ATTEST:

By: [Signature]
Its VICE President

TRANSOHIO SAVINGS BANK, an Ohio
corporation

-and-

(Impress corporate seal here)

By: _____
Its (Assistant) Secretary

ATTEST:

By: _____
Its President

C. J. INDUSTRIES, INC., an Illinois corporation

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COOK COUNTY CLERK

CLERK OF THE COURT

CLERK OF THE BOARD OF SUPERVISORS

CLERK

COOK COUNTY CLERK

CLERK OF THE COURT

CLERK OF THE BOARD OF SUPERVISORS

CLERK

Property of Cook County Clerk's Office

COOK COUNTY CLERK

COOK COUNTY CLERK

UNOFFICIAL COPY

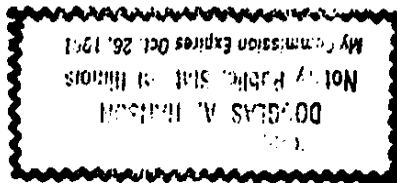
MODIFY3,NEW 12/22/88 RPK

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88595588

My commission expires: _____, 19__

(Impress Notarial Seal Here)



NOTARY PUBLIC

[Handwritten Signature]

The foregoing instrument was acknowledged before me this 27th day of December, 1988 by CHRISTY J. JEPSON and KENNETH E. KAISER, general partners of 185 NORTH WABASH, AN ILLINOIS LIMITED PARTNERSHIP, on behalf of the limited partnership.

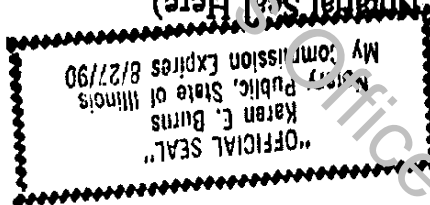
COUNTY OF COOK

) SS.

STATE OF ILLINOIS

My commission expires: _____, 19__

(Impress Notarial Seal Here)



NOTARY PUBLIC

[Handwritten Signature]

The foregoing instrument was acknowledged before me this _____ day of _____, 1988 by Peter H. Johansen, become Vice President President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, on behalf of the association, as Trustee as aforesaid.

COUNTY OF COOK

) SS.

STATE OF ILLINOIS

DEC 27 1988

UNOFFICIAL COPY

THE BOARD OF SUPERVISORS

OF THE COUNTY OF COOK

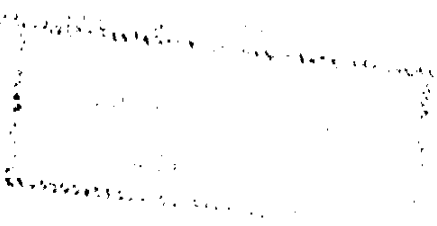


RESOLUTION NO. 111111
PASSED AT A REGULAR MEETING
HELD AT THE BOARD ROOM

ON THE 11TH DAY OF 11/11

AT CHICAGO, ILLINOIS

BY THE BOARD OF SUPERVISORS



IN WITNESS WHEREOF

I HAVE HEREBY SIGNED

AND AFFIXED MY SEAL

TO THIS RESOLUTION

ON THE 11TH DAY OF 11/11

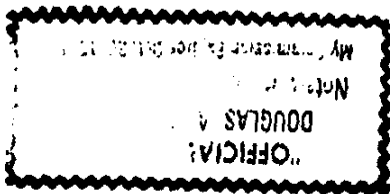
AT CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

88556588

My commission expires: _____, 19__

(Impress Notarial Seal Here)



NOTARY PUBLIC

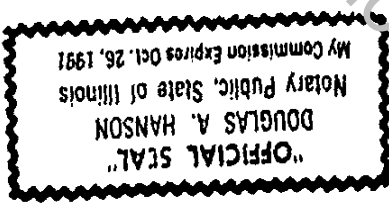
[Signature]

The foregoing instrument was acknowledged before me this 27th day of March, 1988 by Christy J. Jepson, President of C. J. INDUSTRIES, INC., an Illinois corporation, on behalf of the corporation.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

My commission expires: _____, 19__

(Impress Notarial Seal Here)



NOTARY PUBLIC

[Signature]

The foregoing instrument was acknowledged before me this 27th day of March, 1988 by CHRISTY J. JEPSON and KENNETH E. KAISER.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

UNOFFICIAL COPY

2025-01-15 10:30:00

THE COMMISSIONER OF THE

STATE OF ILLINOIS



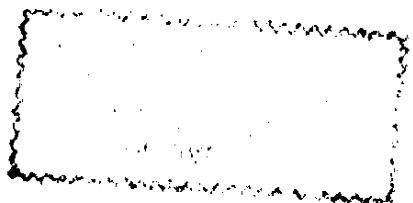
OFFICE OF THE COMMISSIONER
STATE OF ILLINOIS
JANUARY 15, 2025

COMMISSIONER OF THE

STATE OF ILLINOIS

THE COMMISSIONER OF THE

STATE OF ILLINOIS



OFFICE OF THE COMMISSIONER
STATE OF ILLINOIS
JANUARY 15, 2025

COMMISSIONER OF THE

STATE OF ILLINOIS

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Property of Cook County Clerk's Office

COOK 333

BWM File No. 2708-1
(312) 263-1212
Attention: Richard F. Kohn, Esquire
Chicago, Illinois 60603
135 South LaSalle Street
Suite 2300

This instrument was prepared by, and after recording, registration or filing please return to:
BURKE, WILSON & McILVAIN

(Impress Notarial Seal Here)
JERI A. JANOK, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My commission expires: _____
My Commission Expires July 19, 1992

Jeri A. Janok
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this 27th day of *November*, 1988
by *THOMAS G. GUNTLE* VICE President of
TRANSOHIO SAVINGS BANK, an Ohio corporation, on behalf of the corporation.

STATE OF OHIO
)
) SS. *Chicago*
COUNTY OF

UNOFFICIAL COPY

11/15/2011 10:00 AM

Property of Cook County Clerk's Office

RECEIVED
COOK COUNTY CLERK'S OFFICE
11/15/2011 10:00 AM
11/15/2011 10:00 AM
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NOV 15 2011 10:00 AM
COOK COUNTY CLERK'S OFFICE

11/15/2011 10:00 AM
11/15/2011 10:00 AM

11/15/2011 10:00 AM
11/15/2011 10:00 AM

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LOTS 3 TO 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL A:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE AND SUB-GROUND LEASE DATED AUGUST 27, 1987, EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1979 AND KNOWN AS TRUST NUMBER 46602 AND STANDARD BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 27, 1977 AND KNOWN AS TRUST NUMBER 5186, AS LANDLORDS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1987 AND KNOWN AS TRUST NUMBER 102836-04, AS TENANT, AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (the "PUBLIC OFFICE") ON SEPTEMBER 4, 1987 AS DOCUMENT NO. 87488037, AS AMENDED BY A CERTAIN FIRST AMENDMENT HERETO DATED JUNE 22, 1988 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1987 AND KNOWN AS TRUST NUMBER 103175-01 AND STANDARD BANK AND TRUST COMPANY, AN ILLINOIS BANKING CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 27, 1977 AND KNOWN AS TRUST NUMBER 5186, AS SUCCESSOR LANDLORDS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1987 AND KNOWN AS TRUST NUMBER 102836-04, AS TENANT, AND FILED FOR RECORD IN THE PUBLIC OFFICE ON JUNE 30, 1988 AS DOCUMENT NO. 88288533, DEMISING PARCEL A AND PARCEL B DESCRIBED BELOW, EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, FOR A TERM OF 60 YEARS BEGINNING ON AUGUST 27, 1987 AND EXPIRING ON AUGUST 31, 2047.

PARCEL B:

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT "A"

2555852

TOGETHER WITH ALL PRESENT AND HEREAFTER-ACQUIRED RIGHT, TITLE AND INTEREST (IF ANY) OF THE TRUSTEE OR BENEFICIARY (AS DEFINED IN THE FOREGOING INSTRUMENT) IN AND TO THE SOUTH 1/2 OF SAID 9.5 FOOT WIDE STRIP OF LAND LEGALLY DESCRIBED IN THE PRECEDING PARAGRAPH OF THIS PARCEL 3 DESCRIPTION.

COOK COUNTY, ILLINOIS;
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 10 OF FORT DEARBORN ADDITION TO CHICAGO AFORESAID, IN SECTION 10, EXTENDED EAST, OF LOT 7 IN RICHARD T. HAINES SUBDIVISION; ALL IN BLOCK SUBDIVISION AFORESAID; AND (iiii) LYING NORTH OF THE NORTH LINE, CHICAGO; (iii) LYING NORTH OF AND ADJOINING LOT 7 IN RICHARD T. HAINES SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO AND ADJOINING LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN RICHARD T. HAINES THE NORTH 1/2 OF A STRIP OF LAND 9.5 FEET IN WIDTH; (i) LYING SOUTH OF

PARCEL 3:

THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER LOCATED ON PARCEL 1.

PARCEL 2:

LOTS 1 AND 2 IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE EXECUTED BY LUCY J. ATWATER, AS LESSOR, TO CHAUNCY KEEP, AS LESSEE, DATED JANUARY 31, 1912 AND RECORDED IN THE PUBLIC OFFICE AS DOCUMENT 4947021, AS AMENDED BY THREE SUPPLEMENTAL LEASES OR AGREEMENTS BY THE SAME PARTIES, THE FIRST DATED JUNE 30, 1916 AND RECORDED JULY 19, 1916 AS DOCUMENT 5913464, THE SECOND DATED JUNE 30, 1922 AND RECORDED JULY 19, 1922 AS DOCUMENT 7580239, AND THE THIRD DATED MARCH 1, 1926 AND RECORDED JUNE 16, 1926 AS DOCUMENT 9310235, AS FURTHER AMENDED BY AGREEMENT DATED JANUARY 25, 1961 AND RECORDED FEBRUARY 7, 1961 AS DOCUMENT 18079865, DEMISING AND LEASING FOR A TERM OF 198 YEARS, COMMENCING FEBRUARY 1, 1912 AND ENDING JANUARY 31, 2110, THE FOLLOWING DESCRIBED LAND:

PARCEL B:

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK
COURT OF COMMON PLEAS
IN AND FOR THE COUNTY OF COOK

VS
[Faint text]

VS

[Faint text]

VS

[Faint text]

[Faint text]

[Faint text]

[Faint text]

Property of Cook County Clerk's Office

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MODIFY3,NEW 12/22/88 RFK

13 8 8 5 6 5 8 5 2

8556588

Date of Document
Recording or
Filing Number

DESCRIPTION OF THE ORIGINAL LOAN DOCUMENTS

SCHEDULE I

No.:	Description of Document	Date of Document Recording or Filing Number
1.	GUARANTY executed and delivered to Lender by Beneficiary and the Guarantors as co-guarantors (herein sometimes referred as the "Guaranty")	June 28, 1988/ Unrecorded
2.	LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, made by Trustee as Mortgagor to and for the benefit of Lender as Mortgagee (which, as amended by the MODIFICATION AGREEMENT described as Item No. 3 below, is sometimes referred to as the "Mortgage")	June 28, 1988/ 88289943
3.	MODIFICATION AGREEMENT between and among Trustee, Beneficiary, Guarantors, Subordinator and Lender	October 1, 1988/ 88565884
4.	ASSIGNMENT OF LEASES, RENTS, GUARANTYS AND SECURITY DEPOSITS, made by Trustee, and Beneficiary as Assignors and debtors to and for the benefit of Lender as Assignee and secured party (herein sometimes referred to as the "Assignment of Leases")	June 28, 1988/ 88289944
5.	SUBORDINATION AGREEMENT, made by Trustee, Beneficiary and C. J. Industries, Inc. to and for the benefit of Lender (herein sometimes referred to as the "Subordination Agreement")	June 28, 1988/ 88289945
6.	SECURITY AGREEMENT made by Beneficiary as Debtor to and for the benefit of Lender as Secured Party (herein sometimes referred to as the "Security Agreement")	June 28, 1988/ unrecorded
7.	UCC-1 FINANCING STATEMENT made by Trustee as Debtor to and for the benefit of Lender as Secured Party	Undated/ 2449107
8.	UCC-1 FINANCING STATEMENT made by Beneficiary as Debtor to and for the benefit of Lender as Secured Party	Undated/ 2449108

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Registration Information

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9. UCC-2 FINANCING STATEMENT made by Trustee as Debtor
Undated/ 88U16159 to and for the benefit of Lender as Secured Party
10. UCC-2 FINANCING STATEMENT made by Beneficiary as
Undated/ 88U16160 Debtor to and for the benefit of Lender as Secured Party
11. IRREVOCABLE RIGHT TO APPROVE TRUST DOCU-
June 28, 1988/ Unrecorded MENTS, between and among Beneficiary, Trustee and Lender
12. CLOSING CERTIFICATE AND INDEMNITY AGREEMENT,
June 30, 1988/ Unrecorded made by Beneficiary to and for the benefit of Lender (the
"Certificate")
13. LOAN AGREEMENT, between and among Trustee, Beneficiary
June 28, 1988/ Unrecorded and Lender
14. REHABILITATION/PERMANENT LOAN ESCROW TRUST
June 28, 1988/ Unrecorded AGREEMENT NO. 1205527, between and among Trustee,
Beneficiary, Lender and the Title Company (the "Escrow Agree-
ment")
15. Various other policies of insurance, certificates, loan applications
Various dates/ Unrecorded and the like, not otherwise specifically listed herein

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See the following 3 pages attached hereto and made a part hereof. *RFK*

SCHEDULE OF LEASES OF THE PREMISES

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<u>Suite No.:</u>	<u>Name of Tenant:</u>	<u>Expiration Date:</u>
100	Gingies International, Inc.	March, 1993
1st & 2nd Fl. 185 North Wabash Food Ct.		June, 2007
400-401	Abramson & Fox	Month to Month
418	Abramson & Fox	February, 1989
600	Feldkamp Malloy, Inc.	January, 1991
600	Feldkamp Malloy, Inc.	January, 1991
824	Ed Bell Photographics, Inc.	June, 1989
826	Joseph Amerko	October, 1989
901-906	Chicago Board of Health	Month to Month
1000-1025	Feldkamp Malloy, Inc.	January, 1991
1102-1103	Gregory G. Pierson	February, 1990
1104	Enid Nader	April, 1990
1106	Busch Employment	June, 1992
1107-1109	Burnham Realty Capital, Ltd.	August, 1993
1114	Mildred Collins' Studio	April, 1989
1116	Sooper Studios	August, 1993
1118	Dr. Gene Weiss, M.D.	April, 1989
1123	David Baldwin	February, 1991
1124	Rita Blair Music Studio	April, 1990
1204	Church of Christ Downtown	February, 1989
1212	PRS, Inc.	March, 1989
1224	Professional Consultative	November, 1991

SCHEDULE OF LEASES

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Case No.	Plaintiff	Defendant	Amount
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Expiration Date:	Name of Tenant:	Suite No.:
March, 1989	Hilltop Real Estate	1221-1223
August, 1990	Slobodan Radovanovic	1301
April, 1989	Adelle Rozhko	1303
March, 1989	Steve Turkel	1304
May, 1989	American Farmland Trust	1320-1321
December, 1989	Joseph Chaba	1324-1325
February, 1989	Cheryl Pickenpack	1403-1404
February, 1989	Cheryl Pickenpack	(1406) 1407
January, 1989	Matt Sesek & Associates	1414
March, 1990	Marcus Loving	1415-1416
April, 1990	Kutten Up Hair Salon	1419
April, 1989	Larry Ritsert dba Echo Car	1420
December, 1989	Sun & Surf Prop.	1500-1501
March, 1990	Mr. & Mrs. Harry Lakides	1503-1504
January, 1992	The Hedberg Corporation	1508-1509
August, 1989	Staff Builders	1525
September, 1990	Joseph Cooksey	1600
March, 1989	Cleondris L. Clark	1611
March, 1990	Cleveland Webber	1612
April, 1991	Dr. Kenneth Misher	1614
March, 1989	R. Schaeffer	1616
April, 1991	Council on Rehab. Educ.	1617
April, 1991	Janet Lasalle	1624-1625

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<u>Expiration Date:</u>	<u>Name of Tenant:</u>	<u>Suite No.:</u>
August, 1993	Ellys-Duboclay	2314
November, 1990	2200-2203-2204 Mid Florida Developers, Inc.	2218-2219-2224
Month to Month	2008-2009-2011 ITT Employment Training	2014-2016-2016 2017-2020-2022 2023-2024-2025
May, 1989	Medical Academy of Business Tech.	2001-2003
March, 1989	1818-1816-1817 Hilltop Real Estate Investment	1818-1820-1824

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