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BOX 334

BOX 334

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MILK TO:
MICHAEL KENZ, ESQ.
ATTORNEY AT LAW
200 N. CLARK ST. SUITE 1700
CHICAGO, ILL 60610

WHEREAS, in response to a request from the Borrower, and pursuant to its commitment letter of November 3, 1988, the terms of which are, by this reference, incorporated

WHEREAS, for purposes of convenience, all documents which evidence and secure the GECC Loan, as heretofore and hereby amended, are hereinafter referred to as the "GECC Loan Documents"; and

WHEREAS, the documents which evidence and/or secure the GECC Loan have heretofore been amended pursuant to the terms of the loan modification agreement ("Loan Modification Agreement") dated March 31, 1987 and January 1, 1988, respectively; and

Assignment of Rents and Leases recorded on the date and place aforesaid as Document No. 85-342790; and

b) First Mortgage (the "GECC Mortgage") recorded December 30, 1985 in the office of the Cook County Recorder of Deeds as Document No. 85-342789, creating a first mortgage lien upon the premises;

a) Promissory Note ("GECC Note");

WHEREAS, GECC has heretofore made a loan (the "GECC Loan") to Borrower in the original principal sum of One Hundred Five Million Dollars (\$105,000,000), which loan is evidenced and secured, among other things, by the following instruments, each of which is dated December 27, 1985, executed and delivered to GECC:

WHEREAS, Borrower is the owner of the real estate ("Premises") described on Exhibit A attached hereto; and

RECITALS

This Loan Modification Agreement is made and entered into as of the 1st day of December, 1988 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as trustee under trust agreement dated July 26, 1977, and known as Trust No. 40935 (herein called "Borrower") and GENERAL ELECTRIC CAPITAL CORPORATION (formerly known as GENERAL ELECTRIC CREDIT CORPORATION and herein called "GECC").

THIRD LOAN MODIFICATION AGREEMENT

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rated herein and made a part hereof, GECC has agreed to further modify the terms of the GECC Loan; and

WHEREAS, amongst the loan modifications agreed to are (i) changes in the rate of interest payable by Borrower, (ii) an increase in the GECC Loan by Six Million Nine Hundred Thousand Dollars (\$6,900,000.00) to One Hundred Fourteen Million Seven Hundred Thousand Dollars (\$114,700,000.00), (iii) the partial deferral of interest, and (iv) the payment by Borrower of participation interest of up to Ten Million Dollars (\$10,000,000.00); and

WHEREAS, capitalized deferred interest under the GECC Loan is presently in the amount of Three Million Five Hundred Forty-Five Thousand Eight Hundred Ninety-Seven and 96/100 Dollars (\$3,545,897.96) ("Existing Capitalized Deferred Interest"); and

WHEREAS, as of the close of business on November 30, 1988 Borrower is obligated for the payment of uncanceled deferred interest in the amount of Six Hundred Forty-Two Thousand Seven Hundred Twelve and 32/100 Dollars (\$642,712.32); and

WHEREAS, unless theretofore paid by Borrower all uncanceled deferred interest as of January 1, 1989 shall be capitalized; and

WHEREAS, the unpaid principal balance ("Existing Balance") of the GECC Loan, exclusive of additions thereto by virtue of the capitalization of accrued interest, is One Hundred Five Million Dollars (\$105,000,000.00); and

WHEREAS, pursuant to the agreements of the parties GECC shall allow additional interest to be deferred and capitalized in an amount ("New Maximum Deferred Amount") equal to the lesser of (i) Eleven Million Four Hundred Seventy Thousand Dollars (\$11,470,000.00) or (ii) Ten Percent (10%) of the outstanding balance of the loan evidenced hereby from time to time; and

WHEREAS, as of the Effective Loan Modification Date (to which reference is hereinafter made) interest in the amount of Seven Hundred Forty-Five Thousand Eight Hundred Ninety-Seven and 96/100 Dollars (\$745,897.96) which has heretofore been capitalized shall be deemed as applied against the New Maximum Deferred Amount; and

WHEREAS, the increased loan amount of Six Million Nine Hundred Thousand Dollars (\$6,900,000.00) is hereinafter referred to as the "Additional Loan Proceeds"; and

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WHEREAS, for purposes of convenience in administration, and to reflect additional obligations of the beneficiary of Borrower, the parties have agreed to amend and restate the GECC Note, which instrument is hereinafter referred to as the "Amended and Restated Promissory Note"; and

WHEREAS, this Agreement shall be in full force and effect only from and after the Effective Loan Modification Date, as that term is defined in the Amended and Restated Promissory Note; and

WHEREAS, as a material inducement for GECC to agree to the loan modifications herein set forth, the parties have agreed that the beneficiary of Borrower will, concurrently herewith, execute and deliver to GECC the Hazardous Substances Indemnity Agreement in form attached hereto as Exhibit C; and

WHEREAS, the agreements of the parties relative to the loan modifications are more fully set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1) The preambles hereto are incorporated herein by reference as fully and with the same force and effect as being the agreements and understandings of the parties as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2) The GECC Note, as modified by the Loan Modification Agreements, is further modified and, as so modified, is restated as the Amended and Restated Promissory Note in form attached hereto as Exhibit B.

3) Attached hereto as Exhibit D is a schedule of existing tenants as of August 8, 1988 (each of which is referred to as an "Existing Tenant", and collectively the "Existing Tenants") of the Premises and the number of square feet leased by each respective Existing Tenant. Subject to the terms, provisions and conditions hereof, GECC agrees to disburse Additional Loan Proceeds from time to time in an amount sufficient to reimburse Borrower for its actual costs incurred in obtaining tenants (each of which is referred to as a "New Tenant"), and collectively the "New Ten-

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ants") for the Premises whose leases were signed after August 8, 1988 and retaining Existing Tenants, or for the allocation to an interest reserve, as provided for in Section 4 hereof. In no event, however, shall the additional disbursement exceed the following (hereinafter referred to as the "Standard Cost Allowance"):

a) Retaining Existing Tenants - an amount equal to Twenty-Five Dollars (\$25.00) per rentable square foot of space leased by such Existing Tenants; and

b) Obtaining New Tenants - an amount equal to Thirty-Five Dollars (\$35.00) per rentable square foot of usable space leased by such New Tenants.

4) The Additional Loan Proceeds shall be disbursed to, or reserved for the benefit of the Borrower, as hereinafter provided, for only the following:

a) For allocation to an interest reserve, an amount equal to the following:

i) Rent abatement or cash equivalency for a period of up to one (1) year ("Rent Abatement"); and

ii) Lease concession of tenant pass through expense for operating expenses and real estate taxes for a period of up to one (1) year ("Expense Concession") in excess of the "stop", if any, agreed to in the subject lease, it being understood and agreed that the entire concession will be allowed if the lease does not contain such a "stop".

The amount allocated to the interest reserve hereunder shall be disbursed for the payment of base interest required to be paid from time to time under the Amended and Restated Promissory Note to the extent that the Rent Abatement and Expense Concession has reduced Net Cash Flow (defined in the Note aforesaid) below the amount necessary to pay currently due base interest. Such determination shall be made by GECC, in its sole and absolute discretion. On the first (1st) day of each month from and after the Effective Loan Modification Date, Borrower agrees to provide GECC with a statement of Net Cash Flow for the immediately preceding month, certified by Roland E. Casati or Richard A. Heise.

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b) For disbursement to or for the benefit of Borrower:

i) Bona fide, customary leasing commissions payable to brokers who are not directly or indirectly related to, controlled by or controlling Borrower, its beneficiary or any partners of its beneficiary; and

ii) Remodelling of office space in the Premises leased to Existing Tenants and/or New Tenants, to the extent such remodelling is approved by GECC.

iii) To the extent not heretofore paid from proceeds of the GECC Loan or funds escrowed for tenant improvement work, remodelling heretofore completed of office space required under the lease to Centel pursuant to Centel's lease agreement dated March 25, 1988.

iv) Other purposes related to obtaining new tenants as may from time to time be approved by GECC in writing, which purposes may include (a) the reimbursement to such tenant of moving expenses, and (B) the cost of assuming such tenant's existing lease obligations. In no event shall GECC be obligated to agree to such or any other purposes, nor shall GECC be obligated to make disbursement for any expenses associated directly or indirectly with the Centel lease except as specified in subsection (iii) aforesaid.

Subject to the provisions of Section 6 hereof, in no event shall the disbursement as to any tenant exceed the dollar limitation specified in Section 3 hereof. All disbursements pursuant to this Section 4 shall be further subject to Borrower's satisfaction of the conditions precedent set forth in Section 5 hereof. In the event of a dispute between GECC and Borrower directly or indirectly relating to the disbursement of the Additional Loan Proceeds, such dispute shall be resolved solely by GECC.

5) Subject to the limitations provided for in Section 4 hereof, the Additional Loan Proceeds shall be disbursed subject to (i) the following standards and (ii) satisfaction of the following conditions precedent:

a) As of each disbursement of Additional Loan Proceeds Borrower shall be required to invest, or have invested prior thereto but subsequent to the Effective Loan Modification Date, additional cash

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equity in the Premises from sources other than proceeds of the GECC Loan and for purposes approved by GECC, as follows:

	<u>Total Funding</u>	<u>GECC</u>	<u>Borrower</u>
1.	\$1,500,000	\$1,500,000	-0-
2. next	\$1,800,000	\$1,500,000 (83%)	\$ 300,000 (17%)
3. next	\$1,950,000	\$1,500,000 (77%)	\$ 450,000 (23%)
4. next	\$2,100,000	\$1,500,000 (71%)	\$ 600,000 (29%)
5. next	<u>\$1,650,000</u>	<u>\$ 900,000 (55%)</u>	<u>\$ 750,000 (45%)</u>
Total	\$9,000,000	\$6,900,000	\$2,100,000

Borrower agrees to use its best efforts to provide GECC with a quarterly schedule of its equity investment for GECC's consideration.

The satisfaction of Borrower's equity investment shall be subject to verification by GECC, in its sole and absolute discretion. For purposes of this Section 5, Borrower's equity investment shall include amounts of their own funds paid in cash by Continental Towers Associates or Casati-Heise Partnership, or any partner thereof for the operation of the Premises and in discharging their obligations related thereto, provided that such payments have been approved by GECC either specifically or by approval of a budget which includes such expenditures. Unless GECC shall otherwise consent thereto in writing, an equity investment shall not be deemed to include non-cash contributions of any party nor the waiver of fees due any such party. To the extent that, subsequent to the Effective Loan Modification Date, Borrower has invested equity approved by GECC in excess of the afore-said requirement, such excess shall be carried over and credited against the next succeeding amount shown.

In the event that, as of any scheduled disbursement by GECC, Borrower has not achieved the required equity investment then Borrower shall fund the deficiency in cash concurrent with GECC's disbursement.

b) Except as specifically provided herein to the contrary as to broker's commissions and Tenant Improvement Work, and except for disbursement from the interest reserve, disbursements shall be in increments of Five Hundred Thousand Dollars (\$500,000.00) and shall be made not more often than once during each calendar quarter. For purposes of this Subsection, the first (1st) calendar quarter shall commence on the

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date that this Agreement shall have been recorded and shall end on March 31, 1989.

c) Prior to the first (1st) disbursement of Additional Loan Proceeds, GECC shall have verified to its satisfaction that (i) at least Eighty Percent (80%) of the Premises is occupied by Existing Tenants (for purposes of such definition Continental Staley, Nissei Sangyo America, Union Oil and RIHT Mortgage Corporation shall be deemed to be occupying the Premises notwithstanding the fact that such tenants have relocated provided that the rental obligations of such tenants are current), (ii) the annualized net operating income from not more than Eighty Percent (80%) occupancy of the Premises is at least Seven Million Five Hundred Thirty Thousand Dollars (\$7,530,000.00) after rent abatement or rent credits and Eight Million Two Hundred Ninety-Three Thousand Dollars (\$8,293,000.00) prior to such abatements or credits, and (iii) Borrower has invested capital contributions of at least Four Million Three Hundred Thousand Dollars (\$4,300,000.00) in the Premises subsequent to the initial disbursement of the GECC Loan. Such verification shall be accomplished by virtue of an audit conducted by GECC. For purposes of such audit (i) subject to the provisions of Section 5(c)(ii) hereof, the income and tenancy of Centel Communication Systems ("Centel") shall be included, and (ii) the determination as to the annualized net operating income shall be in the sole discretion of GECC and shall not be subject to dispute.

d) All remodelling work for which a disbursement has been requested, together with all bills, statements and invoices with respect thereto, are approved by GECC.

e) Borrower shall have obtained all necessary permits for remodelling work, and all such work performed and materials used shall be in compliance with the provisions of applicable law and consistent with the recommendations of the board of fire insurance underwriters.

f) The terms and conditions of, and lessee under, all leases and lease renewals with respect to which GECC is requested to disburse Additional Loan Proceeds shall be subject to GECC's approval. GECC reserves the right to decline making any disbursement of Additional Loan Proceeds as to any space if the lease is not approved as aforesaid. GECC shall use its best efforts to review and comment upon any such

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lease or renewal within ten (10) business days after it shall have received a copy of the lease, together with usual and customary credit and financial information with respect to any new Tenant.

g) As of the date scheduled for disbursement there shall be no uncured Event of Default under any of the GECC Loan Documents.

h) At the time of each disbursement of Additional Loan Proceeds there shall be no fact or circumstance which, by the giving of notice or the passage of a grace period shall constitute an Event of Default under the GECC Loan Documents.

i) Concurrent with each disbursement of Additional Loan Proceeds, Borrower shall cause the title insurance company ("Title Insurer") which issued the mortgagee's policy of title insurance ("Title Policy") to issue an endorsement to the Title Policy, increasing the amount of title insurance to the extent of the additional disbursement and insuring the continued priority of the lien of the GECC Mortgage subject only to (i) general real estate taxes not then due or payable and (ii) the title exceptions other than real estate taxes contained in the Title Policy (collectively referred to as the "Permitted Exceptions"). If required by the Title Insurer, the disbursements shall be made through an escrow established with the Title Insurer, the cost of which shall be borne by the Borrower.

6) In the event that the Standard Cost Allowance with respect to any office space (s to which GECC is required to disburse Additional Loan Proceeds exceeds the actual amount that GECC shall disburse with respect to such space, the excess shall, at the option of GECC, either (a) be retained by GECC as an interest reserve, or (b) disbursed to pay for the remodelling of office space where the actual cost thereof exceeds the Standard Cost Allowance. Such interest reserve may be reallocated at GECC's option to pay for costs of remodelling in excess of the Standard Cost Allowance. To the extent not so reallocated, the interest reserve shall be disbursed from time to time to pay then currently due interest (i) provided and to the extent that Net Cash Flow (defined in the Amended and Restated Promissory Note) for the immediately preceding calendar month is insufficient to pay current interest in full, and (ii) there is no Event of Default under the GECC Mortgage nor is there any fact or circumstance which, with the giving of time or the passage of a grace period will constitute such Event of Default.

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7) As a condition precedent to the effectiveness of this Agreement, and concurrent with the recordation hereof, Borrower shall cause the Title Insurer to issue an endorsement to the Title Policy in favor of, and all respects acceptable to GECC which (i) reflects the recordation of this Agreement, and (ii) reveals no encumbrances senior to the lien of the Loan Documents as amended and modified hereby other than Permitted Exceptions. In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Property otherwise junior in priority to the lien created by the GECC Loan Documents shall gain superiority of the lien created by the GECC Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties to the fullest extent as if it had never been executed, to the end that the priority of the GECC Loan Documents shall not be impaired.

8) GECC is hereby granted a right of first offer to acquire the Premises, subject to the provisions of this Section 8.

a) Without limiting the terms of the GECC Mortgage, in the event Borrower desires to effect a bona fide sale of the Premises to a third person, Borrower may do so only by complying with the terms and conditions of this Section.

b) Subject to the terms of Subsection (c) below, Borrower may at any time (i) accept a bona fide offer from a third person to purchase all, but not less than all, of the Premises for sale on such terms as Borrower shall consider appropriate (the transfer contemplated by such an acceptance or offer being hereinafter referred to as a "Permitted Sale").

c) Prior to the acceptance of a third person offer (except an offer allowed after GECC has exercised its right under Subsection (c)(ii) below, subject, however, to the reinstatement rights under Subsection (e) below), or prior to the issuance of an offer to sell as described in Subsection (b) above, Borrower shall give GECC written notice of the terms of any proposed Permitted Sale. Such notice shall include the identity of any third person offeror and a copy of any offer or contract submitted by the offeror or the identity of any third person offeree, if known, and a copy of any offer or contract to be submitted by Borrower to such third person offeree, if any then exists, or if no such contract exists the terms of the contemplated Permitted Sale. GECC shall have thirty

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(30) days after its receipt of any such notice to give written notice to Borrower of its election either (unless GECC has previously declined to purchase the Premises within the preceding one hundred eighty (180) day period and Borrower offers the Premises to GECC during such one hundred eighty (180) day period, GECC will have only twenty (20) days to respond to the second or any subsequent offers during such one hundred eighty (180) day period):

i) Purchase of Premises: To purchase the Premises on the terms of the Permitted Sale but for a purchase price equal to the purchase price of the Permitted Sale, less (1) provided that no commission is required to be paid upon the sale to GECC, an amount equal to the real estate brokerage commission payable by Borrower in the event of the sale to a third person offeror, (2) an amount representing customary closing costs to the extent Borrower does not incur them in connection with the transaction, and (3) any and all amounts owed to GECC under the GECC Loan Documents (it being the intent of the Borrower and GECC that any sale to GECC in accordance with this Subsection (c)(i) be treated as if it were a sale to a third person with Borrower being obligated to pay to GECC, in addition to all other amounts owed GECC under the GECC Loan Documents which would have been due GECC in the event of a sale to such third person); or

ii) No Purchase of Premises: Not to purchase the Premises and to accept a prepayment in full of all sums owed GECC pursuant to the GECC Loan Documents, if, as, and when the transaction is closed, including, without limitation, Deferred Interest and Participation Interest (defined in the Note).

d) GECC shall be deemed to have elected its alternative under Subsection (c)(ii) upon its failure to give to Borrower written notice of its election under Subsection (c)(i) within such thirty (30) day period.

e) In the event GECC shall elect or be deemed to have elected the consequences of Subsection (c)(ii) above, Borrower shall have the right (i) to accept the third person offer on substantially the terms of the offer disclosed to GECC pursuant to Subsection (c) above, or (ii) to sell the Premises upon substantially the terms of the contemplated offer to

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sell delivered to GECC pursuant to Subsection (c) above, as the case may be. If any Permitted Sale based upon acceptance by Borrower of a third person offer (with respect to which GECC has elected to purchase under Subsection (c)(i) above) shall not be closed in accordance with the terms of such offer within one hundred eighty (180) days of the receipt by GECC of written notice of such terms, or if any Permitted Sale based upon an offer by Borrower (with respect to which GECC has elected not to purchase under Subsection (c)(i) above) shall not be accepted by a third person and closed within one hundred eighty (180) days of receipt by GECC of written notice of such terms then in either case, the rights of GECC under this Section shall be deemed automatically reinstated.

f) In the event the terms of any Permitted Sale are changed to be less favorable to Borrower in any material respect, or if any new offer is made within one hundred eighty (180) days of an offer previously made under Subsection (b) above and Borrower intends to accept such offer, then Borrower shall give GECC written notice of the new terms of such Permitted Sale in accordance with Subsection (c) above and GECC shall have a right of first refusal with respect to the new terms of such sale or new offer in accordance with this Section.

g) If GECC shall have elected to purchase the Premises in accordance with Subsection (c)(i) above, the closing of such sale shall take place within ninety (90) days after the exercise of the election to purchase on the part of GECC. Title to the Premises shall be subject only to current real estate taxes not then due or payable together with such objections to title other than real estate taxes which appear as exceptions on the mortgagee's policy of title insurance issued to GECC as of the Effective Loan Modification Date together with any other title exceptions accepted in writing by GECC (collectively called "Permitted Title Matters"). The sale to GECC shall be for all cash. Customary prorations and adjustments, including prorations of rentals, real estate taxes, utility expenses and other items of income and expenses for the Premises will be made as of the date of closing. At the closing, at Borrower's sole cost and expense, Borrower shall provide to GECC an ALTA Form B Owner's Title Insurance Policy in the amount of the purchase price, subject only to Permitted Title Matters, issued by the title insurer which provided the mortgagee's title insurance policy to GECC. The transaction shall be closed through the customary form of deed and money

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escrow established with such title insurer, the cost of which shall be shared equally by GECC and Borrower.

9) GECC shall have the right to engage such architects, engineers, inspectors or other professional consultants as GECC shall determine, in its sole and absolute discretion, to review plans, specifications, permits, disbursement requests, remodeling work (including the status of completion thereof) and such other matters determined by GECC, in its sole discretion, to be relevant to the subject matter of this Agreement. Borrower shall pay, or reimburse GECC for the cost of, all costs and expenses incurred in connection with or related to the implementation of this Agreement, including but not limited to title, escrow and recording charges, engineering fees, inspection fees and attorney fees. All sums due from Borrower shall be secured by the GECC Mortgage and shall be paid to GECC within ten (10) working days after demand therefor by GECC pursuant to notice in the manner and at the place specified for notices in the GECC Mortgage.

10) Borrower intends to record a plat of subdivision ("Plat") that encompasses the entire Premises. The Plat may be recorded before or after the recordation of this Agreement. From and after recordation of the Plat the legal description of the Premises shall be identified as set forth on Exhibit E attached hereto.

11) The provisions of this Third Loan Modification Agreement and the Loan Documents giving GECC rights with respect to Appreciation Interest (as defined in the Note), in addition to the right to receive repayment of the Loan in full, are additional considerations and inducements for GECC agreeing to furnish the financing requested, desired, and required by Borrower. Borrower and GECC intend that the relationship created under this Third Loan Modification Agreement, the GECC Mortgage and all other Loan Documents be solely that of debtor and creditor or mortgagor and mortgagee, as the case may be. Nothing herein or in the GECC Mortgage is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship among Borrower and GECC, nor to grant GECC any interest in the Premises other than that of creditor or mortgagee, it being the intent of the parties hereto that GECC shall have no liability whatsoever for any losses generated by or incurred with respect to the Premises nor shall GECC have any control over the day to day management for operations of the Premises. The terms and provisions of this Section shall control and supersede over every other provision and all other agreements between Borrower and GECC. Borrower hereby agrees to indemnify and hold GECC harmless and defend GECC against any loss or liability, cost

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or expense (including, without limitation, reasonable attorneys' fees and disbursements) and all claims, actions, procedures and suits arising out of or in connection with any construction of the relationship of Borrower and GECC as that of joint venturers, partners, tenants in common, joint tenants or any relationship other than that of debtor and creditor, or any assertion that such a construction should be made. The foregoing indemnity shall survive the repayment of the Third Loan Modification Agreement and the satisfaction of the GECC Mortgage and shall continue so long as any liability for which the indemnity is given may exist or arise.

12) The GECC Loan Documents, as modified hereby, are ratified, confirmed and approved and, as such, shall be and remain in full force and effect.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed

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or implied, all such personal liability, if any, being expressly waived and released.

Dated as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but solely as trustee as aforesaid

Attest:

By: *[Signature]*

[Signature]

GENERAL ELECTRIC CAPITAL CORPORA-
TION

By: *[Signature]*

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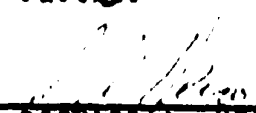
JOINDER I

The undersigned, being the beneficiary of Borrower, hereby consents to the within and foregoing Third Loan Modification Agreement. Notwithstanding anything to the contrary herein contained, the obligation of the undersigned shall be limited to the matters contained in the Joinder to Amended and Restated Promissory Note executed and delivered by the undersigned concurrently herewith.

CONTINENTAL TOWERS ASSOCIATES - I,
an Illinois limited partnership

By: CASATI-HEISE PARTNERSHIP, General Partner

By: 
ROLAND E. CASATI, General Partner

By: 
RICHARD A. HEISE, General Partner

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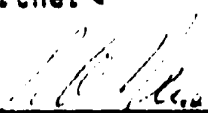
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JOINDER II

The undersigned, being the lessee of certain commercial, recreational and retail space located with the Premises pursuant to a Master Lease dated December 26, 1985, and the sublessor under subleases with respect to such space, and having heretofore joined in the Assignment of Rents and Leases referred to herein, hereby consents to the within and foregoing Third Loan Modification Agreement, and agrees that its interest in the Premises and all subleases remains subject to the GECC Loan Documents.

CASATI-HEISE PARTNERSHIP, a
general partnership

By: 
ROLAND E. CASATI, General
Partner

By: 
RICHARD A. HEISE, General
Partner

THIS INSTRUMENT WAS PREPARED BY:
Martin K. Blonder
Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

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STATE OF ILLINOIS

COUNTY OF COOK

)
) ss
)

I, [Signature], a Notary Public in and for the county and state aforesaid, do hereby certify that [Signature] (Vice) President of American National Bank and Trust Company of Chicago ("Bank"), a national banking association, and [Signature] (Assistant) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth, and the said (Assistant) Secretary of said Bank then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix such corporate seal to said instrument as his 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 _____ day of DEC 07 1988.

"OFFICIAL SEAL"
 Karen E. Birme
 Notary Public, State of Illinois
 My Commission Expires 8/27/90
 My Commission Expires:

[Signature]
 Notary Public

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STATE OF TEXAS)
COUNTY OF Dallas) ss
)

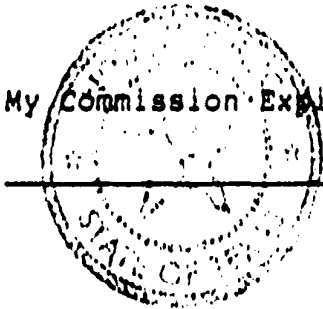
I, LAURA D. OWEN, a Notary Public in and for the county and state aforesaid, do hereby certify that W. M. Galutera, the Sr. Investment Manager of General Electric Capital Corporation, a New York corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of December, 1988.

Laura D Owen
Notary Public

Laura D. Owen, Notary Public
State of Texas
My Commission Expires October 15, 1991

My Commission Expires:



Notary of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Albert Ritchie, a Notary Public in and for the county and state aforesaid, do hereby certify that Roland E. Casati and Richard A. Heise, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of December, 1988.

Albert Ritchie
Notary Public

My Commission Expires:

April 23, 1989

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Legal Description

PARCEL 1:

Part of the Northeast quarter of Section 17 and part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northeast quarter of said Section 17; thence Southerly along the East line of said Northeast quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006, for a place of beginning; thence South 89 degrees-08 minutes West along said Southerly right-of-way of Golf Road (State Rte. 58), 691.05 feet; thence South 0 degrees-52 minutes East, 265.0 feet; thence South 89 degrees-08 minutes West parallel with said Southerly right-of-way of Golf Road (State Rte. 58), 196.11 feet; thence North 0 degrees-27 minutes-20 seconds East, 265.07 feet to said Southerly right-of-way of Golf road (State Rte. 58), thence South 89 degrees-08 minutes West along said Southerly right-of-way of Golf Road (State Rte. 58), 40.0 feet to the West line of Schwake's Addition to Rolling Meadows, a subdivision recorded August 11, 1970, as Document 21235091, now vacated; thence South 0 degrees-27 minutes-20 seconds West along said West line of Schwake's Addition, 409.95 feet to the Northeastery right-of-way of the Illinois State Toll Highway, recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411; thence South 57 degrees-36 minutes East along said Northeastery right-of-way of the Illinois State Toll Highway, 1088.71 feet; thence North 32 degrees-23 minutes-43 seconds East, 428.16 feet; thence South 57 degrees-36 minutes East parallel with said Northeastery right-of-way of the Illinois State Toll Highway, 41.90 feet; thence North 32 degrees-24 minutes East perpendicular to the last-described line, 65.84 feet; thence North 57 degrees-36 minutes West parallel with said Northeastery right-of-way of the Illinois State Toll Highway, 323.40 feet; thence North 31 degrees-34 minutes-40 seconds East, 27.20 feet; thence North 57 degrees-52 minutes-45 seconds West, 34.94 feet; thence South 32 degrees-06 minutes-35 seconds West, 12.56 feet to said East line of the Northeast quarter of Section 17, said East line also being the West line of Grismer's subdivision, a subdivision recorded August 22, 1951, as Document 15152795, now vacated; thence North along said East line of the Northeast quarter of Section 17, said line also being the West line of Grismer's subdivision, 408.19 feet to the place of beginning, all in Cook County, Illinois, (Except that part dedicated for New Wilke Road).

PARCEL 2:

Part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described

EXHIBIT A

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as follows:

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Commencing at the Northwest corner of the Northwest quarter of said Section 16, thence South along the West line of said Northwest quarter of Section 16, 80.0 feet to the Southerly-right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Document 10488005 and 10488006 for a place of beginning; thence South along said West line of the Northwest quarter of Section 16, said West line also being the West line of Grismer's subdivision, a subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32 degrees-06 minutes-35 seconds East, 12.56 feet; thence South 57 degrees-52 minutes-45 seconds East, 34.94 feet; thence South 31 degrees-34 minutes-40 seconds West, 27.20 feet; thence South 57 degrees-36 minutes East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32 degrees-24 minutes West perpendicular to the last described line, 65.84 feet; thence South 57 degrees 36 minutes East parallel with said Northeast right-of-way of the Illinois State Toll Highway, 157.03 feet; thence North 32 degrees-24 minutes East perpendicular to the last-described line, 245.0 feet; thence South 57 degrees-36 minutes East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 252.64 feet; thence North 20 degrees-09 minutes East, 480.03 feet; thence North 69 degrees-51 minutes West perpendicular to the last-described line, 46.0 feet; thence South 20 degrees-09 minutes West perpendicular to the last-described line, 10.29 feet; thence North 58 degrees-17 minutes-03 seconds West, 152.90 feet to the Easterly line of said Grismer's Subdivision; thence North 6 degrees-09 minutes-30 seconds East along said Easterly line of Grismer's subdivision, 156.16 feet to said Southerly right-of-way of Golf Road (State Rte. 58), thence South 89 degrees-05 minutes-58 seconds West along said Southerly right-of-way of Golf Road (State Rte. 58), 742.38 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 3:

Part of the Northeast quarter of Section 17 and part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northeast quarter of said Section 17; thence Southerly along the East line of said Northeast quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Document 10488005 and 10488006; thence South along the East line of said Northeast quarter of Section 17, said East line being the West line of Grismer's subdivision, a subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32 degrees-06 minutes-35 seconds East, 12.56 feet; thence South 57 degrees-52 minutes-45 seconds East, 34.94 feet; thence South 31 degrees-34 minutes-40 seconds West, 27.20 feet; thence South 57 degrees-36 minutes East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway, recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32 degrees-24 minutes West perpendicular to the last-described line, 65.84 feet for a place of

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Beginning, thence South 24 degrees-30 minutes East parallel with said Northeastly right-of-way of the Illinois State Toll Highway, 257.93 feet; thence North 32 degrees-24 minutes East perpendicular to the last-described line, 245.0 feet; thence South 57 degrees-36 minutes East parallel with said Northeastly right-of-way of the Illinois State Toll Highway, 252.64 feet; thence South 20 degrees-09 minutes West, 596.02 feet; thence North 82 degrees-39 minutes-34 seconds West, 61.92 feet; thence South 19 degrees-40 minutes West 66.11 feet to said Northeastly right-of-way of the Illinois State Toll Highway; thence North 57 degrees-36 minutes West along said Northeastly right-of-way of the Illinois State Toll Highway, 536.49 feet; thence North 32 degrees-23 minutes-43 seconds East, 428.16 feet; thence South 57 degrees-36 minutes East parallel with said Northeastly right-of-way of the Illinois State Toll Highway, 41.90 feet to the place of beginning, all in Cook County, Illinois.

EASEMENT PARCEL 5:

Easements appurtenant to and for the benefit of Parcels 1, 2 and 3 as created and granted and set forth in Easement Agreement dated as of September 23, 1977 recorded October 10, 1978 as Document Number 24662689 and as amended by Amendment to Easement Agreement dated as of May 15, 1980 recorded June 10, 1980 as Document Number 25482426.

EASEMENT PARCEL 6:

Easements appurtenant to and for the benefit of Parcels 1, 2 and 3 as created and granted and set forth in Reciprocal Easement and Common Wall Agreement dated as of September 23, 1977 recorded October 10, 1978 as Document Number 24662688 and as amended by Amendment thereto dated as of November 21, 1979 recorded December 17, 1979 as Document Number 25284791.

ADDRESS OF THE PROPERTY: 1701 Golf Road
Rolling Meadows, Illinois

Permanent Tax No.: 08-17-201-015 Vol. 50
08-16-100-029 Vol. 50
08-16-100-028 Vol. 50
08-16-100-030 Vol. 50
08-16-100-025 Vol. 50
08-16-100-031 Vol. 50

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R&S 161700-153
WP:MKB 41-516
DOC. #9
(12/29/88)-13

AMENDED AND RESTATED PROMISSORY NOTE

\$114,700,000.00

December 1, 1988

FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under trust agreement dated July 26, 1977, and known as Trust No. 40935 (herein called "Borrower"), promises to pay to the order of GENERAL ELECTRIC CAPITAL CORPORATION (formerly known as General Electric Credit Corporation and herein called "GECC") the principal sum of ONE HUNDRED FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$114,700,000.00) or so much thereof as may from time to time be and remain outstanding hereon, together with interest payable in arrears on the principal balance hereof from time to time unpaid at the rate ("Contract Index Rate") hereinafter described. Interest shall be computed on the basis of a fraction, the denominator of which is three hundred sixty (360) and the numerator is the actual number of days in the billing period.

As used herein, and subject to the minimum and maximum Contract Index Rate hereinafter set forth, the term "Contract Index Rate" shall mean the rate of interest which is equal to ONE and ONE QUARTER PERCENT (1.25%) per annum in excess of the higher of the Prime Rate or the Commercial Paper Rate, defined as follows:

a) "Prime Rate" shall mean the prime rate (or base rate) reported in the Money Rates column or section of The Wall Street Journal published on the second business day of the month preceding the month in which a payment of interest and/or principal is due on the loan evidenced hereby, as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) as of the first (1st) calendar day of such month for which such rate is published. In the event The Wall Street Journal ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by Bankers Trust Company, New York, New York (whether or not such rate has actually been charged by such bank). In the event such bank discontinues the practice of announcing the Prime Rate, the "Prime Rate" shall mean

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the highest rate charged by such bank on short term, unsecured loans to its most creditworthy large corporate borrowers.

b) "Commercial Paper Rate" shall mean the highest discount rate reported in the Money Rates column or section of The Wall Street Journal (the "Published Rate") published on the second (2nd) business day of the month preceding the month in which a payment of interest and/or principal is due on the loan evidenced hereby, as having been the rate in effect for "high-grade unsecured notes having ninety (90) day maturities, sold through dealers by major corporations in multiples of One thousand Dollars (\$1,000.00)" (whether or not such notes have actually been sold by such dealers at such rates) as of the first (1st) calendar day of each month for which such rate is published, adjusted to a per annum rate by applying the following formula:

$$\left(\frac{\text{Published Rate}}{4} \right) \text{ times } 1000 = X$$

$$\left(\frac{X}{1000 - X} \right) \text{ times } 4 = \text{"Commercial Paper Rate"}$$

In the event The Wall Street Journal (i) publishes more than one (1) Prime Rate or Published Rate, the highest of such rates shall apply, or (ii) publishes a retraction or correction of any such rate, the rate reported in such retraction or correction shall apply.

Notwithstanding anything contained herein to the contrary, during the first three (3) Loan Years the Contract Index Rate shall in no event be less than NINE PERCENT (9.0%) per annum nor greater than the following rate per annum.

<u>Loan Year</u>	<u>Ceiling Rate</u>
1	12.75%
2	13.00%
3	13.50%

Prior to the date ("Effective Loan Modification Date") on which GECC shall have determined, in its sole and absolute discretion, that Borrower shall have satisfied all conditions precedent to the effectiveness of the Third Loan Modification Agreement ("Modification Agreement") bearing even date herewith and of this Amended and Restated Promissory Note, the obligation of Borrower to pay principal and interest shall be governed by the Borrower's promissory note dated

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December 27, 1985 in the original principal amount of ONE HUNDRED FIVE MILLION DOLLARS (\$105,000,000.00), as amended.

From and after the Effective Loan Modification Date principal and interest hereon shall be paid in United States currency as follows:

a) Interest only, at the Contract Index Rate, shall be payable on the first day of the month following the Effective Loan Modification Date and on the first (1st) day of each month thereafter; provided, however, Borrower shall be entitled to defer payment of a portion of the interest ("Deferred Interest") charged in any month to the extent that interest charged at the Contract Index Rate exceeds interest charged at the Collectible Rate (hereinafter defined) on the conditions that (i) the amount, collectively, of such Deferred Interest does not exceed the maximum amount ("Maximum Deferred Amount") hereinafter described, (ii) there is no default under the Note nor is there an Event of Default under the Mortgage, and (iii) there is no fact or circumstance which, with the passage of a grace period or the giving of notice, shall constitute such a default or Event of Default. If for any month the Contract Index Rate shall be less than the applicable Collectible Rate, then Borrower shall make an additional interest payment concurrent with the monthly payment of interest payable hereunder for said month in an amount equal to the lesser of (i) the difference between interest calculated at the Contract Index Rate and interest calculated at the Collectible Rate, or (ii) the amount of unpaid Deferred Interest, if any (whether or not added to principal as of said date). From and after the date on which the Maximum Deferred Amount shall have been attained and from time to time thereafter for so long as Deferred Interest is not less than the Maximum Deferred Amount further accruals of interest shall not be permitted, and all interest charged on the loan evidenced hereby shall be paid on a current basis together with Deferred Interest to the extent provided in the immediately preceding sentence. The term "Maximum Deferred Amount" shall mean and refer to an amount equal to the lesser of (i) ELEVEN MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$11,470,000.00), or (ii) TEN PERCENT (10.0%) of the outstanding principal balance from time to time of the loan evidenced hereby (for purposes of such calculation unpaid Capitalized Deferred Interest shall be excluded from the amount of the outstanding principal balance). Borrower acknowledges that, as of the Effective Loan Modification Date, the amount of unpaid Capitalized Deferred Interest is SEVEN HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED NINETY-SEVEN and

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96/100 DOLLARS (\$745,897.96), which shall be applied against the Maximum Deferred Amount referred to herein.

b) Interest which is deferred pursuant to the immediately preceding subsection "a" shall not bear interest until added to the outstanding principal balance, and prior to being so added is sometimes referred to as "Uncapitalized Deferred Interest". Uncapitalized Deferred Interest accumulated in each calendar quarter from and after the Effective Loan Modification Date shall be automatically added to the outstanding principal balance as of the first day of the immediately succeeding calendar quarter unless payment thereof shall be received by GECC on or before the last day of the calendar quarter in which the interest has accrued and, upon being so added, shall herein be referred to as "Capitalized Deferred Interest", shall thereafter be included in the amount of the unpaid principal balance for purposes of computing the amount of interest charged hereon and, prior to maturity, shall be payable as herein provided.

In addition to all other obligations of Borrower for the payment of Deferred Interest, on or before January 31, 1989 and January 31 of each succeeding calendar year, Borrower agrees to pay Deferred Interest in an amount equal to the lesser of (i) the amount of Deferred Interest then unpaid, whether or not capitalized, or (ii) SEVENTY-FIVE PERCENT (75%) of the Net Cash Flow from the Mortgaged Property for the immediately preceding calendar year. Reference to "Net Cash Flow" shall mean the excess of Operating Revenues over Operating Expenses. The terms "Operating Revenues" and "Operating Expenses" shall have the following meanings:

a) "Operating Revenues" shall mean for any specified period the total revenues received by or on behalf of the Borrower or their agents during such period, on account of rents or other cash receipts from any and every source and however derived (including but not limited to expense reimbursement received from tenants), arising out of or with respect to the Mortgaged Property together with the rental of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00 per month) required to be paid by Casati-Heise Partnership pursuant to the Master Lease dated December 26, 1985, whether or not said rental is actually paid; provided that security deposits not applied in satisfaction of a tenant's lease obligations, sales proceeds, insurance proceeds, the proceeds of judgments and/or settlements from litigation except for such of the foregoing arising out of claims

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for rent, loans, and capital contributions to the Borrower by its partners shall not constitute Operating Revenues.

b) "Operating Expenses" shall mean the sum of (i) all normal, customary and required expenses (excluding prepaid expenses) incurred and actually paid in connection with the operation and repair of the Mortgaged Property, (ii) the payment of interest hereunder at the applicable Collectible Rate, (iii) bona fide leasing commissions paid to a party not directly or indirectly affiliated with, controlled by or controlling Borrower, its partners or shareholders of any corporate partners, (iv) capital expenditures other than expenditures expended on or after January 1, 1989 for the purpose of remodeling tenant space ("Tenant Improvements"), which are not funded from proceeds of the loan evidenced hereby which are required to maintain the Premises as a first class office building project not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per capital improvement, nor ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate in any calendar year; provided, however, it is not the intent of this clause to limit the expenditures Borrower may take with respect to the Premises but only to limit the amount thereof that shall be an allowable deduction as an Operating Expense for purposes of this Note, (v) the payment of Deferred Interest other than on account of the obligation to pay Deferred Interest from Net Cash Flow, and (vi) expenditures for Tenant Improvements, but only to the extent that the aggregate expense of Tenant Improvements exceeds the sum of (A) Additional Loan Proceeds [as defined in the Third Loan Modification Agreement (hereinafter defined)] and (B) an additional \$2,100,000 contributed by Borrower for such Tenant Improvements (such sum being "Allowable Tenant Expense"). The term "Operating Expenses" shall not in any event include (i) depreciation or other non-cash charges, (ii) the refund of security deposits, (iii) payment of debt service obligations other than as specified above, (iv) capital expenditures other than described above in this subsection (b), (v) repairs for which Borrower obtained a judgment or settlement unless the proceeds thereof are included as Operating Revenues, (vi) income tax obligations or other taxes not directly incurred in the operation of the Mortgaged Property, (vii) any payment which is made by GECC from proceeds of the loan evidenced hereby or as to which Borrower receives reimbursement from proceeds of the loan evidenced hereby, or (viii) expenditures for Tenant Improvements to the extent that such expenditures do not exceed the Allowable Tenant Expense.

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Net Cash Flow shall be determined by an independent certified public accountant at Borrower's expense by February 15, 1989 and every February 15 of each year thereafter. GECC's share of the Net Cash Flow shall be sent to GECC together with the certified public accountant's working papers by March 1 of each year. The Net Cash Flow as determined by the certified public accountant shall be subject to review and approval by GECC.

At GECC's option, the Net Cash Flow and annualized net operating income, as provided for herein, shall be determined by GECC in its sole and absolute discretion pursuant to audit by GECC staff at the Borrower's expense, which expense shall be paid to GECC within ten (10) days after notice of the amount due. GECC may, in its sole and absolute discretion, retain such professional consultants as it shall determine to conduct such audit. The cost of such audit (including but not limited to the fees payable to GECC's outside consultant) shall be paid to GECC within ten (10) days after Borrower shall be notified of the amount due.

The entire outstanding principal amount, including but not limited to Capitalized Deferred Interest, together with Uncapitalized Deferred Interest, and all other sums evidenced hereby and/or secured by the GECC Security Documents (hereinafter defined), shall be due and payable on the Maturity Date. The Maturity Date shall be the date which is the first to occur of (i) the date to which payment of all sums due hereunder is accelerated by virtue of an Event of Default under the Mortgage, (ii) the date of a voluntary or involuntary payment of the loan evidenced hereby, or (iii) the date which is eighty-four (84) months after the Effective Loan Modification Date, but in no event later than December 31, 1995.

The term "Collectible Rate" as used herein shall mean the following rate of interest:

a) EIGHT PERCENT (8.0%) per annum during each of the first two (2) Loan Years;

b) NINE PERCENT (9.0%) per annum during the third (3rd) Loan Year;

c) NINE and ONE-HALF PERCENT (9.5%) per annum during each of the fourth (4th) and fifth (5th) Loan Years;

d) TEN PERCENT (10.0%) per annum during each of the sixth (6th) and seventh (7th) Loan Years.

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A "Loan Year" shall mean and refer to the twelve (12) month period commencing (i) on the Effective Loan Modification Date if such Date occurs on the first (1st) day of the month, or (ii) on the first (1st) day of the month immediately following such Date if such Date occurs on a day other than the first (1st) day of the month, and each twelve (12) month period thereafter. The period of time, if any, between the Effective Loan Modification Date and the scheduled commencement of the first (1st) Loan Year shall be added to and included within the first (1st) Loan Year.

In addition to all other sums due GECC hereunder, Borrower agrees to pay additional interest (hereinafter referred to as "Appreciation Interest") in an amount equal to TWENTY-FIVE (25%) of the Appreciated Value of the Premises on the earliest to occur of (i) the Maturity Date, as extended or accelerated, as hereinafter or in the Mortgage provided, (ii) prepayment of the loan evidenced hereby, or (iii) voluntary sale of the Premises.

In determining the amount of Additional Interest payable hereunder, certain terms and their respective definitions shall be as follows:

a) Appreciated Value - The amount by which the Market Value exceeds the Base Amount.

b) Base Amount - The term "Base Amount" shall mean and refer to the sum of (i) the outstanding principal balance of the loan evidenced hereby (including Capitalized Deferred Interest but not including late charges and interest charged at the Default Rate and added to the principal balance), and (ii) the equity investment of Borrower's beneficiary in the Premises (hereinafter defined), as determined in accordance with the Modification Agreement, and less the amount of any Net Cash Flow received by Borrower. It is agreed that, as of the Effective Loan Modification Date, the amount of the equity investment referred to above is FOUR MILLION THREE HUNDRED THOUSAND DOLLARS (\$4,300,000.00).

c) Market Value:

i) In the case of a good faith, voluntary sale of the Premises or the beneficial interest in Borrower in a bona fide arms length transaction, by installment sale or otherwise, the market value shall be an amount equal to the gross sale price (whether received in cash, the delivery of a note or otherwise) less the actual costs of

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sale which in no event shall exceed THREE PERCENT (3%) of the gross sale price. For purposes of this paragraph a "sale" shall be deemed to have occurred in the case of an installment contract on the date that any incident of ownership shall inure to the purchaser's benefit.

ii) In the absence of a sale described in subsection (i) above, the market value shall be determined by appraisal in accordance with the Appraisal Procedure described in the immediately succeeding subsection (d).

d) Appraisal Procedure:

i) Borrower and GECC shall each select an appraiser, provided that if either GECC or Borrower does not select an appraiser within ten (10) days after written notice of the appraiser selected by GECC, then the appointed appraiser shall select the second (2nd) appraiser.

ii) The two (2) appraisers so selected shall select a third (3rd) appraiser, provided that if they cannot agree on a third (3rd) appraiser then either appraiser, on behalf of both, may request such appointment by the presiding Judge of the United States District Court in which the Premises is located.

iii) The valuation arrived at by each of the three (3) appraisers shall be averaged, and the result of such averaging shall be the appraised value of the Premises; provided, if the valuation arrived at by any of the appraisers deviates more than TEN PERCENT (10%) from the median valuation, the average of only the two (2) closest such valuations shall be used for purposes of determining the appraised valuation hereunder.

The cost of the Appraisal Procedure shall be borne by Borrower. All appraisers shall be members of the American Institute of Real Estate Appraisers of the National Association of Realtors.

Notwithstanding the amount of Appreciation Interest calculated in the manner aforesaid to be due hereunder, in no event shall the amount of Appreciation Interest be greater than TEN MILLION DOLLARS (\$10,000,000.00) nor less than FIVE MILLION DOLLARS (\$5,000,000.00).

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All payments on account of the indebtedness evidenced by this Note shall first be applied in the following order of priority: delinquency or "late" charges and attendant costs, fees and charges, if any; accrued and unpaid interest and Uncapitalized Deferred Interest except as otherwise provided herein; the payment of Capitalized Deferred Interest; the payment of Appreciation Interest; and, lastly, to the reduction of principal. Notwithstanding the foregoing, any such payments received during the period of time that Borrower is in default hereunder and following acceleration of the Maturity Date shall be applied in such manner as GECC shall determine.

The loan evidenced hereby may be prepaid in whole, but not in part, without premium or penalty upon not less than thirty (30) days' prior written notice.

Payments of principal and interest upon this Note shall be made at such place as the legal holder of this Note may, from time to time, in writing designate and, in the absence of such designation, at the office of GENERAL ELECTRIC CAPITAL CORPORATION, Commercial Real Estate Department, P.O. Box 8108, Stamford, Connecticut 06904.

This Note is the Note referred to in and secured, among other things, by (collectively, the "GECC Security Documents"):

a) A first mortgage (herein called the "Mortgage") to GECC dated December 27, 1985 upon certain real estate commonly known as Continental Towers in Rolling Meadows, Cook County, Illinois (herein called the "Premises").

b) An assignment of rents and leases (herein called the "Assignment") dated December 27, 1985 assigning to GECC all of the leases, rents, issues and profits of and from the Premises.

c) Uniform Commercial Code financing statements.

Reference is hereby made to the GECC Security Documents for a description of the Premises, a description of the rents and leases assigned as security, a statement of the rights, remedies and security afforded thereby and all other matters therein contained. Each and every term, provision and condition of said GECC Security Documents is incorporated herein by reference as fully and with the same force and effect as if specifically set forth herein at

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length. A default under the Mortgage or Assignment and the passage of any grace period thereunder shall constitute a default hereunder.

In the event Borrower fails to pay any amount of interest due on this Note on or before the tenth (10th) day of each month, or fails to pay principal as and when the same shall be due and payable, whether by acceleration or otherwise, GECC may, at its option, whether immediately or at the time of final payment of the amounts evidenced by this Note (or secured by the Mortgage) impose a delinquency or "late" charge equal to the greater of (a) FIVE PERCENT (5%) per annum in excess of the Contract Index Rate, without giving effect to any "bow-tie" or Deferred Interest or accrual provisions hereof, on the amount past due computed from the original due date of such payment to the date of receipt of such payment by GECC in good funds or (b) FIVE PERCENT (5%) of the amount of each and every such past due payment notwithstanding the date on which such payment is actually paid to GECC; provided, however, that if any such delinquency or late charge is in excess of the amount permitted to be charged to Borrower under applicable federal or state law, GECC shall be entitled to collect a delinquency charge at the highest rate permitted by such law. Until any and all such delinquency charges are paid in full, the amount thereof shall be added to the indebtedness secured by the Mortgage and by any other collateral held by GECC to secure such indebtedness. Borrower agrees that any such delinquency charges shall not be deemed to be additional interest or a penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance.

In the event Borrower fails to pay any installment of principal and/or interest on this Note for ten (10) days after written notice that the same is unpaid, which ten (10) day period shall run concurrent with and not in addition to the grace period described in Section 2.01(a) of the Mortgage, or upon the happening of any "Event of Default" as defined in the Mortgage, then and in any such event GECC may at its option declare the entire unpaid balance of this Note, together with Deferred Interest, to be immediately due and payable and GECC may proceed to exercise any rights or remedies that it may have under the GECC Security Documents or under this Note or such other rights and remedies which GECC may have at law, equity or otherwise.

After default, in addition to principal, interest and late charges, GECC shall be entitled to collect all costs of collection, including but not limited to reasonable

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attorneys fees, incurred in connection with the protection or realization of collateral or in connection with any of GECC's collection efforts, whether or not suit on this Note or any foreclosure proceeding is filed, and all such costs and expenses shall be payable on demand and shall also be secured by the Mortgage and by all other collateral held by GECC as security for Borrower's obligations to GECC.

No failure on the part of GECC or other holder hereof to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment, or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter or to impose late charges retroactively or prospectively, or shall be deemed to be a novation of this Note or as a reinstatement of the debt evidenced hereby or as a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right which GECC may have, whether by the laws of the state governing this Note, by agreement or otherwise; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

Borrower, for itself and its heirs, successors and assigns, for their heirs, successors and assigns, hereby waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment, and waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisement, exemption and homestead now provided or which may hereafter be provided by any federal or state statute, including but not limited to exemptions provided by or allowed under the Bankruptcy Code of 1978, both as to itself personally and as to all of its or their property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals and modifications hereof.

It is the intention of the parties to conform strictly to the usury laws, whether state or federal, that are applicable to this Note. All agreements between Borrower and GECC, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so

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that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid to GECC or the holder hereof, or collected by GECC or such holder, for the use, forbearance or detention of the money to be loaned hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein or in the Mortgage or in any assignment of rent or other security agreement given to secure indebtedness of Borrower to GECC, or in any other document evidencing, securing or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any provision hereof or of the Mortgage or any other documents, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then, the obligation to be fulfilled shall be reduced to the limit of such validity; and if under any circumstances GECC or other holder hereof shall ever receive an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing hereunder or to other indebtedness secured by the GECC Security Documents and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and such other indebtedness, the excess shall be deemed to have been a payment made by mistake and shall be refunded to Borrower or to any other person making such payment on Borrower's behalf. All sums paid or agreed to be paid to the holder hereof for the use, forbearance or detention of the indebtedness of Borrower evidenced hereby, outstanding from time to time shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law be amortized, prorated, allocated and spread from the date of disbursement of the proceeds of this Note until payment in full of the loan evidenced hereby so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Borrower, any endorser or guarantor and GECC.

The loan evidenced hereby shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to or application of any choice of law provisions. Borrower represents that the indebtedness evidenced hereby constitutes a loan to enable the beneficiary of Borrower to carry on its business of acquiring, owning and operating real property for business or

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investment purposes and is thus exempt from any limitation upon the rate of interest that may legally be charged.

Borrower hereby submits to personal jurisdiction in Illinois for the enforcement of Borrower's obligations hereunder and under the GECC Security Documents, and waives any and all personal rights under the law of any other state to object to jurisdiction within such State for the purposes of litigation to enforce such obligations of Borrower. In the event such litigation is commenced, Borrower agrees that service of process may be made and personal jurisdiction over Borrower obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Borrower's appointed Agent for Service of Process, which Agent Borrower hereof designates to be:

Albert Ritchie
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Borrower may designate a substitute attorney as agent, or change the address to which said copies shall be sent, by notice to GECC at the place and in the manner more fully provided in the Mortgage.

In the event of any conflict between the terms and provisions of this Note and the terms and provisions of the GECC Security Documents, the terms and provisions of this Note shall govern.

The invalidity or unenforceability of any of GECC's rights or remedies hereunder shall not affect the validity or enforceability of the remaining provisions of this Note.

This Note amends, restates and supercedes that certain Note made by Borrower under date of December 27, 1985 in the amount of One Hundred Five Million Dollars (\$105,000,000.00), payable to the order of General Electric Corporation, and is the Amended and Restated Promissory Note referred to in the Third Loan Modification Agreement (the "Third Loan Modification Agreement") bearing even date herewith by and between Borrower and GECC, the terms of which are, by this reference, incorporated herein and made a part hereof. The terms hereof shall be in full force and effect from and after the Effective Loan Modification Date as herein defined.

Neither Borrower nor the beneficiary ("Beneficiary") of Borrower, shall be personally liable for the

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repayment of any of the principal of or interest due under this Note or for any deficiency judgment which GECC may obtain after foreclosure on its collateral after default by Borrower, provided, however, that Beneficiary shall not be exonerated or exculpated for any deficiency, loss or damage suffered by GECC as a result of the failure by Borrower or Beneficiary to comply with any of the terms or conditions of the Mortgage or any of the other GECC Security Documents (other than the provisions relating to the payment of principal, interest or late charges), including but not limited to losses resulting from: (i) Borrower's or Beneficiary's failure to perform its obligations to properly account to GECC as mortgagee for any proceeds of insurance or condemnation proceeds as required by the Mortgage; (ii) Borrower's or Beneficiary's failure to comply with provisions of the Mortgage prohibiting the sale or further encumbering of the collateral; (iii) Borrower's or Beneficiary's attempt to interfere with GECC's rights under the assignment of rents or letters of credit, if any, issued in connection with the loan; (iv) Borrower's or Beneficiary's failure to apply proceeds of rent and other income of the collateral toward the costs of maintenance and operation of the Premises and to the payment of taxes, lien claims, insurance premiums and debt service and other indebtedness to the extent that the Mortgage or other GECC Security Documents require such rents and income to be so applied; (v) Borrower's or Beneficiary's entering into or modifying leases in violation of the provisions of the Mortgage; (vi) Borrower's or Beneficiary's collection of rentals for periods of more than one month in advance under leases of the Premises; (vii) damage or destruction to the Premises, including its electrical, plumbing, heating or air conditioning systems or its elevators resulting from the intentional act of (A) the beneficiary of Borrower, or any partners of said beneficiary, (B) Casati-Wyze Partnership or any of its partners, or (C) any person or entity acting on behalf or at the request of any of the foregoing; (viii) the receipt by Borrower or Beneficiary of monies in connection with the modification of any existing or future lease or the entering into of a new lease in violation of the applicable provisions of the Mortgage; (ix) Borrower's or Beneficiary's failure to pay for any loss, liability, damage, cost or expense (including attorney's fees) incurred by GECC in connection with any order, consent decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Premises of asbestos or a "hazardous substance" as defined in 42 U.S.C §9601, et seq, as amended from time to time, or any other

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toxic or hazardous waste or waste products; or (x) the Borrower's or Beneficiary's failure to pay for any loss, liability or expense (including attorney's fees) incurred by GECC arising out of any claim or allegation made by Borrower or Beneficiary, their successors or assigns, or any creditor thereof, that this Note or the transactions contemplated hereby establish a joint venture or partnership arrangement between Borrower and/or Beneficiary and GECC; and provided further, that the foregoing limitations on personal liability with respect to principal and interest shall not impair the validity of the indebtedness secured by GECC's collateral or the lien on or security interest in the collateral or the right of GECC as mortgagee or secured party to foreclose and/or enforce the collateral after default. In the event any person shall have guaranteed all or part of the Loan by separate written guaranty, none of the foregoing limitations on personal liability for payment of principal and interest shall modify, diminish or discharge the personal liability of any such guarantor as set forth in any such written guaranty. None of the foregoing limitations on personal liability shall modify, diminish or discharge the personal liability of Beneficiary or any individual under the Hazardous Substances Indemnity Agreement of even date herewith or under any indemnification provisions of the Mortgage or any of the Other Security Documents. Nothing herein shall be deemed to be a waiver of any right which GECC may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978 to file a claim for the full amount of the debt owing to GECC by Borrower or to require that all collateral shall continue to secure all of the indebtedness owing to GECC in accordance with this Note, the Mortgage and the other GECC Security Documents. Any liability of Borrower hereunder shall be satisfied, solely out of the trust property or property of the Beneficiary, and shall not be the liability of American National Bank and Trust Company of Chicago personally.

Dated as of the day and year first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, not
personally but solely as
Trustee aforesaid

Attest:

By: _____

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JOINDER TO PROMISSORY NOTE

The undersigned, as beneficiary of Borrower, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins in the within and foregoing Amended and Restated Promissory Note. The undersigned shall not be personally liable for the repayment of any of the principal of or interest due under the Note or for any deficiency judgment which GECC may obtain after foreclosure on its collateral after default by Borrower, provided, however, that the undersigned shall not be exonerated or exculpated for any deficiency, loss or damage suffered by GECC as a result of the failure by Borrower to comply with any of the terms or conditions of the Mortgage or any of the other security documents (other than the provisions relating to the payment of principal, interest or late charges), including but not limited to losses resulting from: (i) Borrower's failure to perform its obligations to properly account to GECC as mortgagee for any proceeds of insurance or condemnation proceeds as required by the Mortgage; (ii) Borrower's failure to comply with provisions of the Mortgage prohibiting the sale or further encumbering of the collateral; (iii) Borrower's attempt to interfere with GECC's rights under the assignment of rents or letters of credit, if any, issued in connection with the loan; (iv) Borrower's failure to apply proceeds of rents and other income of the collateral toward the costs of maintenance and operation of the Premises and to the payment of taxes, lien claims, insurance premiums and debt service and other indebtedness to the extent that the Mortgage or other security documents require such rents and income to be so applied; (v) Borrower's entering into or modifying leases in violation of the provisions of the Mortgage; (vi) Borrower's collection of rentals for period of more than one month in advance under leases of the Premises; (vii) damage or destruction to the Premises, including its electrical, plumbing, heating or air conditioning systems or its elevators resulting from the intentional act of (A) the beneficiary of Borrower, or any partners of said beneficiary, (B) Casati-Heise Partnership or any of its partners, or (C) any person or entity acting on behalf or at the request of any of the foregoing; (viii) the receipt by Borrower of monies in connection with the modification of any existing or future lease or the entering into of a new lease in violation of the applicable provisions of the Mortgage; (ix) Borrower's failure to pay for any loss, liability, damage, cost or expense (including attorney's fees) incurred by GECC in connection with any order, consent decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or

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other placement of, or release in, on or from the Mortgaged Property of asbestos or a "hazardous substance" as defined in 42 U.S.C. 9601, et seq, as amended from time to time, or any other toxic or hazardous waste or waste products; or (x) Borrower's failure to pay for any loss, liability or expense (including attorney's fees) incurred by GECC arising out of any claim or allegation made by Borrower or any of its principals, that the Note or the transactions contemplated hereby establish a joint venture or partnership arrangement between Borrower and GECC; and provided further, that the foregoing limitations on the undersigned's personal liability with respect to principal and interest shall not impair the validity of the indebtedness secured by GECC's collateral or the lien on or security interest in the collateral or the right of GECC as mortgagee or secured party to foreclose and/or enforce the collateral after default by Borrower. None of the foregoing limitations on the undersigned's personal liability shall modify, diminish or discharge the personal liability of the undersigned or any individual under the Hazardous Substances Indemnity Agreement of even date herewith or under any indemnification provisions of the Mortgage or any of the other security documents. Nothing herein shall be deemed to be a waiver of any right which GECC may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978 to file a claim for the full amount of the debt owing to GECC by Borrower or to require that all collateral shall continue to secure all of the indebtedness owing to GECC in accordance with the Note, the Mortgage and the other security documents.

CONTINENTAL TOWERS ASSOCIATES - I,
an Illinois limited partnership

By: CASATI-HEISE PARTNERSHIP,
General Partner

By: _____
ROLAND E. CASATI, General
Partner

By: _____
RICHARD A. HEISE, General
Partner

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STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that ROLAND E. CASATI and RICHARD A. HEISE, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 19__.

Notary Public

My Commission Expires:

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R&S 161700-151
WP:MKB 25-309
Doc. #7
12/15/88-6

HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT RE HAZARDOUS SUBSTANCES (the "Agreement") is entered into as of the 1st day of December, 1988, by CONTINENTAL TOWERS ASSOCIATES - I, an Illinois limited partnership, ("Indemnitor") for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), a New York corporation.

RECITALS

WHEREAS, contemporaneously with the execution of this Agreement, American National Bank and Trust Company of Chicago Trust No. 40935 ("Borrower"), as maker, has executed and delivered to GECC, as payee, its Amended and Restated Promissory Note (the "Note") in the principal face amount of One Hundred Fourteen Million Seven Hundred Thousand Dollars (\$114,700,000.00), or so much thereof as may be advanced from time to time in evidence of the loan (the "Loan") made by GECC to Indemnitor; and

WHEREAS, the Note, together with a Third Loan Modification Agreement bearing even date therewith, evidences the terms of a material modification to the terms of an existing loan agreed to by GECC; and

WHEREAS, the Loan is secured in part by the Borrower's interest in and to the real property (the "Mortgaged Property") described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Indemnitor is the beneficiary of Borrower and is substantially financially or otherwise interested in the agreement by GECC to modify the existing loan; and

WHEREAS, GECC has required, as a condition of agreeing to the loan modification, that Indemnitor indemnify and hold GECC harmless against and from certain obligations for which GECC may incur liability, whether as beneficiary of the Deed of Trust, mortgagee in possession, or by foreclosure, by reason of the threat or presence of any hazardous substance at or near the Mortgaged Property.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, receipt hereby acknowledged, Indemnitor, intending to be legally bound, hereby agrees as follows:

EXHIBIT C

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1. Recitals. The foregoing recitals are incorporated into this Agreement by this reference.

2. Representations and Warranties.

(a) Indemnitator represents and warrants that (i) Indemnitator has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "Hazardous Substances"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Hazardous Waste Laws"), at, upon, under or within the Mortgaged Property or any contiguous real estate, and (ii) Indemnitator has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Mortgaged Property or on any contiguous real estate which is owned or controlled by Indemnitator or Casati-Heise Partnership. This subsection shall not be deemed to imply that Indemnitator has made or is obligated to make any independent investigation as to the contiguous real estate not owned or controlled by Indemnitator or Casati-Heise Partnership.

(b) Indemnitator further represents and warrants that (i) neither Borrower, Indemnitator, nor any other party has been, is or will be involved in operations at or near the Mortgaged Property which operations could lead to (A) the imposition of liability on Borrower, or on any subsequent or former owner of the Mortgaged Property or (B) the creation of a lien on the Mortgaged Property under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) Borrower and Indemnitator have not permitted, and will not permit, any tenant or occupant of the Mortgaged Property to engage in any activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Borrower, Indemnitator or on any other owner of any of the Mortgaged Property.

3. Covenants.

(a) In the event Borrower shall fail to do so, Indemnitator shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related

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regulations and with all similar laws and regulations and shall notify GECC immediately in the event of any discharge or discovery of any hazardous Substance at, upon, under or within the Mortgaged Property. In the event Borrower shall fail to do so, Indemnitor shall promptly forward to GECC copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Mortgaged Property.

(b) Promptly upon the written request of GECC from time to time, Indemnitor shall provide GECC, at Indemnitor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to GECC, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substances found on, under, at or within the Mortgaged Property, provided, however, in the absence of a situation deemed by GECC in its sole discretion to constitute an emergency GECC shall not require an environmental site assessment or environmental audit report more often than once during every three (3) calendar years.

4. Indemnity.

(a) Indemnitor shall at all times indemnify and hold harmless GECC against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by GECC, whether as beneficiary of the Deed of Trust, as mortgagee in possession, or as successor-in-interest to Borrower by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous Waste laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(i) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property or any contiguous real estate including any loss of value of the Mortgaged Property as a result of any of the foregoing:

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(ii) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Mortgaged Property; and/or

(iv) any other environmental matter affecting the Mortgaged Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local environmental agency.

Indemnitor's obligations under this Agreement shall arise upon the discovery of the presence of any Hazardous Substance, whether or not the Environmental Protection Agency, any other federal agency or any state or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any contiguous real estate, and/or if Borrower or Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, GECC may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Mortgaged Property and/or take any and all other actions as GECC shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure Borrower's or Indemnitor's noncompliance.

(c) Indemnitor acknowledges that GECC has agreed to make the Loan in reliance upon Indemnitor's representations, warranties and covenants in this Agreement. For this reason, it is the intention of Indemnitor and GECC that the provisions of this Agreement shall supersede any provisions in the Loan Documents which in any way limit the personal

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liability of Borrower or Indemnitor and that Indemnitor shall be personally liable for any obligations arising under this Agreement even if the amount of liability incurred exceeds the amount of the Loan. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of the Note and/or the release of the lien of the Mortgage/ Deed of Trust from the Mortgaged Property and shall survive the transfer of any or all right, title and interest in and to the Mortgaged Property by Borrower to any party, whether or not affiliated with Borrower or Indemnitor.

Notwithstanding anything to the contrary herein contained Indemnitor shall not be responsible for damages resulting from a condition that commences to exist at such time as neither Indemnitor nor any of its partners, nor their affiliates, have any direct or indirect ownership or management interest in the Mortgaged Property or in the land trust which holds record title to the Mortgaged Property.

5. Attorney's Fees. If GECC, or someone on GECC's behalf retains the services of any attorney in connection with the subject of indemnity herein, Indemnitor shall pay GECC's costs and attorney's fees thereby incurred. GECC may employ an attorney of GECC's own choice.

6. Interest. In the event that GECC incurs any obligations, costs or expenses under this Agreement, Indemnitor shall pay GECC immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten (10) day period, accrue at the Delinquency Rate of interest (as defined in the Note) until such amount, plus interest, is paid in full.

7. Joint and Several Liability. In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. In addition, Indemnitor's obligations hereunder are joint and several with any other person now or hereafter obligated under the Loan Documents and are independent of the obligations of Borrower. A separate action or actions may be brought and prosecuted against Indemnitor, whether or not action is brought against Borrower or any other person or whether or not Borrower or any other person is joined in such action or actions.

8. Consent to Jurisdiction. Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by

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any federal or state court in the State of Illinois and consents to the laying of venue in any jurisdiction or locality in the State of Illinois. Indemnitor irrevocably appoints Albert Ritchie, having an address at Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, as Indemnitor's agent for receipt of service or process on Indemnitor's behalf in connection with any suit, writ, attachment, execution or discovery or supplementary proceedings in connection with the enforcement of this Agreement. Service shall be effected by any means permitted by the court in which any action is filed, or, at GECC's option, by mailing process, postage prepaid, by certified mail, return receipt requested, to Indemnitor's agent at the foregoing address or to Indemnitor at the address hereinafter set forth. Service shall be deemed effective upon receipt. Indemnitor may designate a change of address by written notice to GECC by certified mail, return receipt requested, at least ten (10) days before such change of address is to become effective.

9. Notice. All notices, demands, requests and other communications required hereunder shall be in writing and shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addresses to the party for whom it is intended at its address hereinafter set forth:

If to Indemnitor:
(if more than one,
provide address
of each)

c/o Continental Offices, Ltd.
1701 Golf Road
Rolling Meadows, Illinois 60008

with a copy to:

Albert Ritchie
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

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If to GECC:

General Electric Capital
Corporation
Two Galleria Tower
13455 Noel Road
Suite 1750, L.B. 24
Dallas, Texas 75240

with a copy to:

Martin K. Blonder
Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

Notice shall be deemed given upon receipt. Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

10. Waivers. Indemnitor waives trial by jury in any action brought on, under or by virtue of this Agreement and waives any right to require GECC at any time to pursue any remedy in GECC's power whatsoever. The failure of GECC to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent GECC from insisting upon strict compliance with this Agreement or any other Loan Documents at any time thereafter.

11. Severability. If any clause or provision herein contained operate or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

12. Inconsistencies Among the Loan Documents. Nothing contained herein is intended to modify in any way the obligations of Borrower and Indemnitor under the Note, the Mortgage/Deed of Trust or any other Loan Document. Any inconsistencies among the Loan Documents shall be construed, interpreted and resolved so as to benefit GECC, and GECC's election of which interpretation or construction is for GECC's benefit shall govern.

13. Successors and Assigns. This Agreement shall be binding upon Indemnitor's successors, assigns, heirs,

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personal representatives and estate shall inure to the benefit of GECC and its successors and assigns.

14. Controlling Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, Indemnitor has executed this Indemnity Agreement Re Hazardous Substances under seal as of the date first above written.

INDEMNITOR:

CONTINENTAL TOWERS ASSOCIATES - I,
an Illinois limited partnership

By: CASATI-HEISE PARTNERSHIP,
General Partner

By: ROLAND E. CASATI, General Partner

By: RICHARD A. HEISE, General Partner

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STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Roland E. Casati and Richard A. Heise, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 19__.

Notary Public

My Commission Expires:

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Legal Description

PARCEL 1:

Part of the Northeast quarter of Section 17 and part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northeast quarter of said Section 17; thence Southerly along the East line of said Northeast quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006, for a place of beginning; thence South 89 degrees-08 minutes West along said Southerly right-of-way of Golf Road (State Rte. 58), 691.05 feet; thence South 0 degrees-52 minutes East, 265.0 feet; thence South 89 degrees-08 minutes West parallel with said Southerly right-of-way of Golf Road (State Rte. 58), 196.11 feet; thence North 0 degrees-27 minutes-20 seconds East, 265.07 feet to said Southerly right-of-way of Golf road (State Rte. 58), thence South 89 degrees-08 minutes West along said Southerly right-of-way of Golf Road (State Rte. 58), 40.0 feet to the West line of Schwake's Addition to Rolling Meadows, a subdivision recorded August 11, 1970, as Document 21235091, now vacated; thence South 0 degrees-27 minutes-20 seconds West along said West line of Schwake's Addition, 409.95 feet to the Northeasterly right-of-way of the Illinois State Toll Highway, recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411; thence South 57 degrees-36 minutes East along said Northeasterly right-of-way of the Illinois State Toll Highway, 1065.71 feet; thence North 32 degrees-23 minutes-43 seconds East, 428.16 feet; thence South 57 degrees-36 minutes East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 41.90 feet; thence North 32 degrees-24 minutes East perpendicular to the last-described line, 65.84 feet; thence North 57 degrees-36 minutes West parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 323.40 feet; thence North 31 degrees-34 minutes-40 seconds East, 27.20 feet; thence North 57 degrees-52 minutes-45 seconds West, 34.94 feet; thence South 32 degrees-06 minutes-35 seconds West, 12.56 feet to said East line of the Northeast quarter of Section 17, said East line also being the West line of Grismer's subdivision, a subdivision recorded August 22, 1931, as Document 15152795, now vacated; thence North along said East line of the Northeast quarter of Section 17, said line also being the West line of Grismer's subdivision, 406.19 feet to the place of beginning, all in Cook County, Illinois, (Except that part dedicated for New Wilke Road).

PARCEL 2:

Part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described

EXHIBIT A

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as follows:

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Commencing at the Northwest corner of the Northwest quarter of said Section 16, thence South along the West line of said Northwest quarter of Section 16, 80.0 feet to the Southerly-right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Document 10488005 and 10488006 for a place of beginning; thence South along said West line of the Northwest quarter of Section 16, said West line also being the West line of Grismer's subdivision, a subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32 degrees-06 minutes-35 seconds East, 12.56 feet; thence South 57 degrees-52 minutes-45 seconds East, 34.94 feet; thence South 31 degrees-34 minutes-40 seconds West, 27.20 feet; thence South 57 degrees-36 minutes East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32 degrees-24 minutes West perpendicular to the last described line, 65.84 feet; thence South 57 degrees 36 minutes East parallel with said Northeast right-of-way of the Illinois State Toll Highway, 157.03 feet; thence North 32 degrees-24 minutes East perpendicular to the last-described line, 245.0 feet; thence South 57 degrees-36 minutes East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 252.64 feet; thence North 20 degrees-09 minutes East, 480.03 feet; thence North 69 degrees-31 minutes West perpendicular to the last-described line, 46.0 feet; thence South 20 degrees-09 minutes West perpendicular to the last-described line, 10.29 feet; thence North 58 degrees-17 minutes-03 seconds West, 152.90 feet to the Easterly line of said Grismer's Subdivision; thence North 6 degrees-09 minutes-30 seconds East along said Easterly line of Grismer's subdivision, 156.16 feet to said Southerly right-of-way of Golf Road (State Rte. 58), thence South 89 degrees-05 minutes-58 seconds West along said Southerly right-of-way of Golf Road (State Rte. 58), 742.38 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 3:

Part of the Northeast quarter of Section 17 and part of the Northwest quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northeast quarter of said Section 17; thence Southerly along the East line of said Northeast quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Document 10488005 and 10488006; thence South along the East line of said Northeast quarter of Section 17, said East line being the West line of Grismer's subdivision, a subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32 degrees-06 minutes-35 seconds East, 12.56 feet; thence South 57 degrees-52 minutes-45 seconds East, 34.94 feet; thence South 31 degrees-34 minutes-40 seconds West, 27.20 feet; thence South 57 degrees-36 minutes East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway, recorded by deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32 degrees-24 minutes West perpendicular to the last-described line, 65.84 feet for a place of

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Northeasterly right-of-way of the Illinois State Toll Highway, 257.03 feet; thence North 32 degrees-21 minutes East perpendicular to the last-described line, 245.0 feet; thence South 57 degrees-36 minutes East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 252.64 feet; thence South 20 degrees-09 minutes West, 596.02 feet; thence North 82 degrees-39 minutes-34 seconds West, 61.92 feet; thence South 19 degrees-40 minutes West 66.11 feet to said Northeasterly right-of-way of the Illinois State Toll Highway; thence North 57 degrees-36 minutes West along said Northeasterly right-of-way of the Illinois State Toll Highway, 536.49 feet; thence North 32 degrees-23 minutes-43 seconds East, 428.16 feet; thence South 57 degrees-36 minutes East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 41.90 feet to the place of beginning, all in Cook County, Illinois.

EASEMENT PARCEL 5:

Easements appurtenant to and for the benefit of Parcels 1, 2 and 3 as created and granted and set forth in Easement Agreement dated as of September 23, 1977 recorded October 10, 1978 as Document Number 24662689 and as amended by Amendment to Easement Agreement dated as of May 15, 1980 recorded June 10, 1980 as Document Number 25482426.

EASEMENT PARCEL 6:

Easements appurtenant to and for the benefit of Parcels 1, 2 and 3 as created and granted and set forth in Reciprocal Easement and Common Wall Agreement dated as of September 23, 1977 recorded October 10, 1978 as Document Number 24662688 and as amended by Amendment thereto dated as of November 21, 1979 recorded December 17, 1979 as Document Number 25284751.

ADDRESS OF THE PROPERTY: 1701 Golf Road
Rolling Meadows, Illinois

Permanent Tax No.: 08-17-201-015 Vol. 50
08-16-100-029 Vol. 50
08-16-100-028 Vol. 50
08-16-100-030 Vol. 50
08-16-100-025 Vol. 50
08-16-100-031 Vol. 50

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ONE COMMERCIAL TOWER TOWER

07/01/86

No change thru 8/2/86

TENANT #	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	R.S.F.A.	ANNUAL RENT	MONTHLY RENT	M
101972	Associates Commercial						
	11/01/82 - 10/31/87 O. - 11	09/20/82					
	11/01/82 - 10/31/91 Rev-1 & Add'l.	09/26/86	0.73	1901.00	53522.04	4460.17	
	11/01/86 - 10/31/91 Rent Credit	09/26/86			-5261.40	-438.45	
			0.73	1901.00	48260.64	4021.72	
10042	Brighton Place, Inc.						
	09/01/85 - 10/31/87 O.	07/17/85					
	11/05/86 - 10/31/89 Rev & Extend	11/05/86	0.44	1137.00	33489.72	2790.81	
	11/01/87 - 10/31/89 - RENT CREDIT	11/05/86			-3402.40	-283.54	
	CHARGE SPACES - 2 (1')	07/17/85			1440.00	120.00	
			0.44	1137.00	31527.24	2627.27	
10041	CCF Services Ltd.						
	02/01/87 - 01/31/92	01/05/87	0.23	600.00	13410.60	1117.55	
	05/01/87 - 01/31/92 Rent Credit				-303.96	-25.33	
			0.23	600.00	13106.64	1092.22	
10042	Continental Tailors & Cleaners (Ann. Ltd.)						
	10/01/84 - 09/30/85 O.	06/07/84					
	Assumption	6/12/85	0.18	475.00	10757.40	896.45	
			0.16	475.00	10757.40	896.45	
10302	Fireman's Fund Insurance						
	05/01/80 - 04/30/85 O.	12/12/79					
	07/02/82 - 04/30/85 (Acc'l) Space	07/01/80					
	Amendment - Ptg. Ground Lease	07/14/80					
	05/01/81 - 04/30/85 (Acc'l) Space	03/29/81					
	10/01/82 - 04/30/85 (ARC Automation)	08/20/82					
	03/01/83 - 04/30/85 (ARC Automation)	03/01/83					
	05/01/85 - 04/30/90 (R) & Reduced Space	02/06/85	0.44	22064.00	535079.26	44589.94	
	02/06/85	0.75	1952.00	47393.04	3949.42		
		3.19	24016.00	582472.32	48539.36		
13062	Fireman's Fund						
	Garage Space -2 (T) (10)	11/15/81			1440.00	120.00	
					1440.00	120.00	
10495	Gallerly of Homes, Inc.						
	01/01/86 - 03/31/89 O.	11/27/85	0.60	1576.00	45104.20	3756.69	
	03/01/88 - 03/31/89 (G.S. Development 5/L)	01/21/88	0.60	1576.00	45104.20	3756.69	
10411	General Mills						
	10/10/80 - 12/30/85 O.	06/16/80					
	08/01/85 - 12/31/90 (R) & Add'l Space	06/17/85	1.25	3250.00	92400.16	7706.68	
			1.25	3250.00	92400.16	7706.68	
10502	IBM Corporation						
	01/21/80 - 01/31/85 O.	12/15/79					
	Attornment & Non-Disturbance	03/30/81					
	1st Amendment	12/31/81					
	2nd Amendment	11/29/82					
	02/01/85 - 01/31/90 (R)	12/31/84	3.99	10706.00	201070.16	23423.10	
		3.95	10706.00	201070.16	23423.10		

EXHIBIT D

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ONE CONTINENTAL TOWERS TENANT LIST

07/01/86

TEENANT #	TEENANT NAME AND INFORMATION	DOCUMENT DATE	S	R.S.F.A.	ANNUAL REN*	MONTHLY REN*	M	
013030:0	IBM Corporation GARAGE SPACES - 1(T)	07/01/86			720.00 720.00	60.00 60.00		
010600:0	IBM Corporation 07/13/79 - 07/31/84 Supplemental Agreement Assignment & Non-Disturbance 02/11/79 - 07/31/84 (Add'l 8th Floor) 08/15/82 - 07/31/84 08/15/82 - 07/31/84 STORAGE 04/01/83 - 07/31/84 (Add'l 8th Floor) 4th Amendment: 5th Amendment: 6th Amendment: (A) 06/01/85 - 07/31/85 (B) 1st Floor (C) 7th Floor (D) 8th Floor (E) 2, 9, 10 Floors (F) STORAGE LL 02/01/85 - 07/31/85 STORAGE (Add'l) 03/01/85 - 07/31/85 (Add'l 7th Floor) 07/01/86 - 07/31/85 9th Amer. TV Antenna 03/01/87 - 07/31/85 Add'l. 7th Floor 06/01/87 - 02/26/88 Buyout 10th Fl	06/30/78 12/01/79 12/01/79 12/13/79 05/17/82 05/17/80 12/05/82 12/01/81 11/29/82 06/22/84 06/22/84 06/22/84 06/22/84 06/22/84 06/22/84 02/01/85 12/19/84 06/10/86 01/23/87 07/21/87						
			3.26	8523.00	223522.64	18664.05		
			4.06	12700.00	333563.00	27756.62		
			5.36	14265.00	369263.52	30771.86		
			16.86	44120.00	1102626.24	91845.52		
			0.35	913.00	12575.60	1046.30		
			0.65	1826.00	28767.00	2396.92		
			1.05	2842.00	74613.90	6217.83		
			1.96	5116.00	139836.00	11654.67		
			34.17	90129.00	2287629.60	190635.82		
010600:0	IBM CORPORATION 07/01/83 - 06/30/86 ANTENNA LIC.	06/01/83			2200.00 62,200.00	190.00 5150.00		
0100:610	Illinois Bell Telephone Company 09/01/83 - 08/31/88 DL	07/30/83	0.42 0.42	1107.00 1107.00	17101.36 17101.36	1425.20 1425.20		
01000620	T. R. Morrissey Co., Inc. 05/01/87 - 04/30/92 DL 05/01/87 - 04/30/92 Rent Credit 07/01/87 - 04/30/92 - Storage GARAGE SPACE - 1 (T)	03/23/87 03/23/87 06/12/87 01/15/88	1.06 0.07 1.15	2017.00 200.00 3017.00	70475.52 -4356.20 2902.00 720.00 77744.00	6539.96 -363.19 241.90 60.00 6470.67		

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07/01/88

TEENANT #	TEENANT NAME AND INFORMATION	DOCUMENT	DATE	S	N.S.F.A.	ANNUAL RENT	MONTHLY RENT
01040:0	Nisse: Sargvo America Ltc.						
	03/01/84 - 05/31/85 O.		12/28/79				
	03/01/84 - 05/31/85 STORAGE - O.		12/28/79				
	Amendment: - Mtg. Ground Lease		07/14/80				
	04/01/84 - 05/31/89 Exter. & Adcl		02/20/84	2.63	6870.00	169497.72	14124.81
	04/01/84 - 05/31/89 STORAGE Exter.		02/20/84	0.20	530.00	7363.72	615.31
	12/01/87 - 05/31/89 Adcl. Space		09/16/87	0.30	791.00	19334.04	1611.17
GARAGE SPACE - 2(D) & 2(T)		07/13/86			2868.00	240.00	
				3.13	8191.00	199275.46	16591.29
01040:0	Rose & Sons, Ltc.						
	05/01/81 - 04/30/85		02/23/84				
	Amendment: - Mtg. Ground Lease		07/14/80				
05/01/83 - 04/30/88 (R)		04/15/85	0.53	1401.00	39436.82	3286.40	
				0.53	1401.00	39436.82	3286.40
01120:0	State Continental, Inc. (McGraw-Hill)						
	01/01/82 - 03/31/90 O.		06/17/79				
	1st Am: - Adcl. Space Prior to Occur.		03/26/80				
	05/27/82 - 03/31/90 STORAGE		06/17/80				
	06/01/81 - 03/31/90 STORAGE		05/05/81				
	05/01/83 - 03/31/90 Assumption		05/30/85	24.06	66189.00	1204515.12	100376.22
	06/01/83 - 03/31/90 STORAGE		05/30/85	0.76	2146.00	31029.12	2585.01
	11/01/83 - 10/31/88 Adcl. Space		11/21/82	0.43	1176.50	20044.04	2333.74
	11/01/83 - 10/31/88 Rent Credit		10/26/82			-6706.02	-556.84
	06/01/87 - 03/31/90 Adcl. Space 110sq Ft		03/30/87	0.02	22064.00	565294.44	47107.87
	01/01/85 - 03/31/90 Reuters Dist		12/31/87			2400.00	200.00
	02/01/85 - 03/31/90 Storage		01/21/86	1.62	4465.00	46569.92	3880.83
	GARAGE SPACES - 22 (19') (3')		12/23/83			15840.00	1320.00
				34.91	96040.50	1006936.44	157244.87
01010:0	Tamar Home Mortgage						
	12/01/82 - 11/30/91 O.		10/22/86	1.70	4532.50	125371.44	10447.62
				1.70	4652.00	125371.44	10447.62
01001:0	Tri Tower Printing						
	10/01/80 - 09/30/90 O.		06/16/80	0.77	2020.00	3921.96	3253.91
	03/01/81 - 05/30/90 STORAGE		01/27/81	0.08	205.00	2779.00	231.65
GARAGE - 1(D)		05/21/85			720.00	60.00	
				0.85	2225.00	42546.72	3545.56
01050:0	Union Chemicals Div./ Union Oil Company						
	08/01/73 - 07/31/84 O.		06/08/79				
	11/01/75 - 07/31/84 O.		09/10/79				
	08/01/84 - 07/31/89 (R)		07/16/84	2.50	6536.00	174604.06	14550.34
06/01/84 - 07/31/89 Rent Credit		07/16/84			-6702.96	-558.83	
				2.50	6536.00	167896.12	13991.51

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07/01/00

TENANT #
TENANT NAME AND INFORMATION
DOCUMENT DATE
S
N.S.F.A.
ANNUAL RENT
MONTHLY RENT

0104050	Union Chem. Co.'s Div. / Union Oil Company Midway: Polymer District 03/01/84 - 02/28/85 O.	12/16/83	0.54	1401.00	36416.52	3034.71
			0.54	1401.00	36416.52	3034.71
01211320	Nat'l. Oil Ross (Rose & Ross, Ltd.) GARAGE - (17)	05/23/85			720.00	60.00
					720.00	60.00

BASE RENT TOTALS ONLY	94.72	246066.00	5633624.20	466135.35
STORAGE RENT TOTALS ONLY	2.17	10209.00	132033.40	11041.95
GARAGE TOTALS ONLY	0.00	0.00	24460.00	2040.00
TOTALS	96.89	256377.00	5998127.60	499177.30

Property of Cook County Clerk's Office

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07/01/00

TENANT #	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	N.S.F.A.	ANN. Q. REN'	MONTHLY REN'
02032610	AP International					
	09/01/86 - 06/31/93 (A)	06/03/86	2.46	649.00	16467.32	13728.61
	09/01/86 - 06/31/93 STORAGE	06/03/86	0.19	489.00	5948.84	495.87
	GARAGE SPACES - 117	05/31/83			728.00	60.00
			2.65	6906.00	171306.16	14275.68
02068110	Automotive Professionals, Inc.					
	11/01/87 - 10/31/92 Q.	06/03/87	1.49	3918.00	93674.64	7806.22
	01/01/86 - 10/31/92 STORAGE	12/30/87	0.29	727.00	7675.76	639.96
	GARAGE SPACES - 2 (1-7) (1-5)	11/01/87			1448.00	120.00
			1.76	4645.00	102794.40	8566.20
02082310	Beard & Partner, Inc.					
	04/15/81 - 01/31/91 Q.	02/02/81	1.41	3674.00	79625.92	6652.16
			1.41	3674.00	79625.92	6652.16
02042410	Biostim, Inc.					
	11/01/82 - 10/31/87 Q.	11/01/81	0.11	293.00	7637.40	636.45
	09/01/87 - 06/31/92 ASST. SPACES	02/26/87	0.13	321.00	6544.64	545.39
	09/01/87 - 06/31/92 TRG.				2925.52	247.13
			0.24	614.00	17147.64	1428.57
02030910	Diagnostic Financial Services, Inc.					
	02/01/84 - 01/31/89 Q.	12/27/83				
	10/01/82 - 01/31/90 (Ext.)	10/01/82	0.76	2045.00	50978.64	4243.22
	GARAGE SPACES - 110	09/24/84			728.00	60.00
			0.76	2045.00	51636.64	4303.22
02120020	CENTEL COMMUNICATION SYSTEMS					
	07/01/86 - 06/30/90 Q.	03/25/86	10.25	47604.00	1076483.84	89706.99
	GARAGE SPACES - 13 (3-7) (10-5)	03/25/86			9360.00	780.00
			10.25	47604.00	1085843.84	90486.99
02048730	COMPUTER SCIENCES CORPORATION					
	07/01/86 - 06/30/93 Q.	09/25/88	1.17	3050.00	7307.00	6044.75
			1.17	3050.00	7307.00	6044.75
02050210	Dow Chemical					
	12/01/81 - 11/30/91 Q.	07/20/81	4.69	12259.00	265564.52	22132.36
	12/01/81 - 11/30/91 STORAGE	12/04/81	0.19	489.00	10366.16	865.66
	2nd Amendment	03/29/82				
	11/01/85 - 11/30/91 (Prime Capital) S.L.	10/06/85				
			4.86	12748.00	275952.72	22996.02

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NO. COOK COUNTY CLERK'S OFFICE

07/01/06

TEMAN#	TEMAN# NAME AND INFORMATION	DOCUMENT DATE	S	M.S.F.A.	ANNUAL RENT	MONTHLY RENT	
02020210	IBM Corporation 09/01/00 - 08/31/06 O. 09/01/01 - 08/31/06 LOWER LEVEL SUITE 09/01/02 - 08/31/06 STORAGE 1st Agreement Supplemental Agreement 2nd Agreement 09/01/06 - 08/31/09 1A 09/01/06 - 08/31/09 LOWER LEVEL SUITE 09/01/06 - 08/31/09 STORAGE	05/15/01 05/15/01 05/15/01 07/20/01 05/09/01 12/31/01 07/25/05 07/25/05 07/25/05		0.47 1.13 0.14 9.74	22133.00 2960.00 347.00 25440.00	534146.76 59146.62 4490.76 597704.20	44516.23 4926.89 374.23 49615.35
02300210	IBM Corporation GARAGE SPACES - 3 (7)	06/31/06			2160.00 2160.00	180.00 180.00	
02050410	Investment and Capital Management 09/01/00 - 08/31/09 O. 09/01/00 - 08/31/09 (Add'l) Space 02/15/07 - Mo. to Mo. Storage 05/15/05 - 06/31/09 ANTENNA	06/11/01 07/30/05 05/15/07 05/19/05		1.92 0.44 0.05 2.47	5167.00 1142.00 140.00 6449.00	105792.00 29355.36 1635.52 130506.92	8816.00 2496.28 136.63 11506.91
02060210	LTV Steel Company (Jones & Laughlin) 12/01/02 - 11/30/05 O. Amend - (Add'l) Space Prior to Occupanc. 11/01/04 - 11/30/05 11/01/04 - 11/30/05 (Add'l) Space 12/01/05 - 11/30/05 (Step-Up) 12/01/05 - 11/30/05 (Step-Up) 11/01/07 - 11/30/09 Reduce Rent GARAGE SPACES - 4 (3-2) (1-7)	09/16/00 11/06/00 09/10/04 09/10/04 09/10/04 09/10/04 10/05/07 12/01/07		2.53 2.53	11215.00 11215.00	170775.00 2000.00 101655.00	14037.99 240.00 15137.99
02011210	Land Title Company of America 06/01/05 - 07/31/09 O. 06/01/06 - 07/31/09 (Add'l) Space	06/21/05 07/29/06		0.05 0.55 1.44	2319.00 1420.00 3747.00	6120.52 36530.00 97900.00	5113.21 3045.06 8155.07
02060010	Rescue, Fenst, Esfert & Mitchell 05/01/03 - 04/30/06 O. 12/01/04 - 04/30/06 (Add'l) Space 04/30/06 - 05/31/06 (EXT.) 06/01/06 - 05/31/09 (Relo & R)	02/23/03 11/02/04 04/15/06 04/15/06		1.73 1.73	4512.00 4512.00	100017.26 100017.26	9001.44 9001.44
02050610	Prime Capital 06/01/07 - 11/30/09 O. 09/01/07 - 11/30/09 STORAGE 08/01/07 - 11/30/09 Rent Credit GARAGE SPACES - 3 (7)	07/09/07 08/07/07 07/09/07 10/10/05		0.06 0.10 0.96	2244.00 269.00 2513.00	59017.00 3443.16 -2909.00 2220.00 61770.40	4916.10 266.93 -242.49 185.00 5147.54

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NO. CO. 11649-10415 TENANT (15)

07/01/86

TENANT #	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	R.S.F.A.	ANNUAL RENT	MONTHLY RENT
02019320	RINT Mortgage Corporation 01/12/85 - 01/31/90 O. 01/12/85 - 01/31/90 STORAGE 06/01/85 - 01/31/90 (Reduced Space 09/01/85 - 01/30/90 (Reduced Space 06/01/86 - 01/30/90 Storage	12/31/84				
		12/31/84				
		06/24/85	2.31	6043.00	15795.60	13156.00
		07/10/85	0.24	619.00	7970.76	664.23
		06/24/85	2.55	6660.00	165076.36	13823.03
02070210	Rold Corporation. 03/01/87 - 02/28/90 O. GARAGE SPACE (1)	01/12/87	0.47	22133.00	521525.26	43460.44
					700.00	60.00
			0.47	22133.00	522245.26	43520.44
0207120	Ryder Corporation 09/16/85 - 09/30/86 STORAGE 1"-3 3110001	09/19/85	0.40	1035.00	14910.00	1242.50
			0.40	1035.00	14910.00	1242.50
02070210	Continental Offices Ltd. Management Office Space	06/01/85	1.59	4153.00	95004.50	7963.71
			1.59	4153.00	95004.50	7963.71
02070310	Continental Offices/ Continental Archs. Construction/Architectural Office Space		0.60	1613.00	37205.20	3100.77
			0.60	1613.00	37205.20	3100.77
02070210	Continental Offices Ltd. Security Office for Phases I, II & III		0.17	456.00	0200.44	663.37
			0.17	456.00	0200.44	663.37
02302730	Virginia Schultz (Baird & Warner) GARAGE SPACE - 1 (T)	09/01/87	0.00	0.00	720.00	60.00
			0.00	0.00	720.00	60.00
02301330	Carl Kamholz (Prime Capital) GARAGE SPACE - 1 (T)	12/07/87	0.00	0.00	720.00	60.00
			0.00	0.00	720.00	60.00
02307110	Investment & Capital Mgmt. GARAGE SPACE - 2 (T)	11/04/87	0.00	0.00	1440.00	120.00
			0.00	0.00	1440.00	120.00
02309410	Bob Beckley (IBM Corp.) GARAGE SPACE - 1 (T)	10/21/82	0.00	0.00	720.00	60.00
			0.00	0.00	720.00	60.00
0231620	Edwin Esolberg (Esolberg, Sniffear) GARAGE SPACE - 1 (T)	07/23/85	0.00	0.00	720.00	60.00
			0.00	0.00	720.00	60.00
02312510	Vernon Trace (IBM Corp.) GARAGE SPACE - 1 (T)	11/21/83	0.00	0.00	720.00	60.00
			0.00	0.00	720.00	60.00

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TEENANT #	TEENANT NAME AND INFORMATION	DOCUMENT DATE	S	A. S. P. A.	ANNUAL RENT	MONTHLY RENT
0231260	Barry Schiffman (Edeberg, Schiffman) GARAGE SPACE - 1171	07/23/85	0.02	0.02	720.00	60.00
			0.00	0.00	720.00	60.00
0231370	John Moore (Prime Coastal) GARAGE SPACE - 1171	11/01/87	0.02	0.02	720.00	60.00
			0.02	0.02	720.00	60.00
BASE: TOTALS ONLY			62.01	167187.00	3612974.60	3:7747.92
STORAGE: TOTALS ONLY			1.02	4119.00	96463.00	4793.25
GARAGE: TOTALS ONLY			0.02	0.02	26700.00	2225.00
ALL TOTALS			63.03	171306.00	3896137.60	324676.15

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07/01/88

TENANT ID	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	R.S.F.A.	ANNUAL RENT	MONTHLY RENT
0310710	American Express Travel Related Services Company, Inc.					
	03/01/85 - 02/28/90	03/11/85	4.84	12655.00	334531.92	27877.66
	06/01/85 - 05/26/90 (Add'l Space)	06/14/85	0.53	1366.00	36110.04	3009.17
			5.37	14021.00	370641.96	30886.83
0330720	American Express Travel Related Services GARAGE - 4 11-D; (3-T)	05/20/85			2000.00	240.00
					2000.00	240.00
0330630	One Year Express Business Travel Center GARAGE SPACES - 6 (3-D) (3-T)	07/17/85			4320.00	360.00
					4320.00	360.00
0321200	AT & T Long Lines Division					
	10/01/83 - 09/30/88 O.L.	05/03/83				
	01/01/84 - 09/30/86 Reduced Space	10/17/83	25.42	66397.00	1497743.04	124611.92
	01/01/84 - 09/30/88 Rent Credit	01/01/84			-130364.92	-10865.41
	05/01/87 - 12/31/89 (Extend. & Add)	05/06/87	0.47	22133.00	500257.02	41686.09
	07/01/87 - 12/31/89 Rent Credit	05/06/87			-90940.76	-6249.23
			33.89	88532.00	1768624.44	147369.37
0310020	AT & T Company					
	01/01/84 - 12/31/88 O.L.	10/20/83	0.47	22133.00	507136.32	42261.36
	01/01/84 - 12/31/88 Rent Credit	01/01/84			-37767.06	-3146.99
	05/01/87 - 12/31/89 Exterior	05/05/87	0.47	22133.00	469348.44	39112.37
0331010	AT & T Company GARAGE SPACES - 2 (2)	04/26/84			720.00	60.00
					720.00	60.00
0312120	Autor. Computer Enterprises, Inc.					
	12/01/83 - 11/30/86 O.L.	10/21/83	1.37	3575.00	89356.60	7446.39
			1.37	3575.00	89356.60	7446.39
0307020	The Continental Group					
	05/01/81 - 04/30/91 O.-II	10/10/80				
	05/01/81 - 04/30/91 STORAGE-II	12/11/80				
	06/01/82 - 04/30/83 STORAGE-II (Add'l)	06/29/82				
	09/01/83 - 04/30/91 Reloc.-III & Add'l	08/26/83	5.25	13776.00	289901.00	24150.00
	09/01/83 - 04/30/91 STORAGE-III	06/26/83	0.64	1770.50	27057.72	2254.81
	11/01/87 - 04/30/96 (Extend & Add)	09/09/87	1.66	4290.00	103719.40	8643.28
	GARAGE SPACES 310)	02/14/84			2160.00	180.00
		7.59	19836.50	422839.00	35236.59	

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THREE CONTINENTAL TOWERS, TENANT LIST

07/01/88

TENANT #	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	R.S.F.A.	ANN.JO. REN'	MIN'4.Y REN'
0312020	Friedman, Eisenstein, Rappier & Schwartz					
	11/01/83 - 10/31/87 D.-1:	05/27/83				
	05/01/83 - 10/31/87 Adloc-111 & Acc'l	05/01/83				
	11/01/87 - 10/31/97 Reio. & Acc'l	06/17/87	4.03	10537.00	254753.04	21229.42
	GARAGE SPACE 6171	05/01/83			4320.00	360.00
			4.03	10537.00	259073.04	21589.42
0303020	IT Corporation					
	04/01/83 - 04/30/86 D.	01/11/82				
	05/01/83 - 04/30/86 (Acc'l) 6th Flr.	07/03/84				
	05/01/86 - 04/30/93 Reduce Space	05/12/88	13.26	34692.00	75009.32	63174.28
	05/01/86 - 04/30/93 Rent Credit	05/12/88			-113616.76	-9468.23
			13.26	34692.00	644472.6	53706.05
0312110	NISPOH TELA OF AMERICA					
	06/01/86 - 05/31/93 D.	04/13/86	0.77	2015.00	48237.00	4019.75
	06/01/86 - 05/31/93 Rent Credit	04/13/86			-10451.40	-870.95
			0.77	2015.00	37785.60	3148.80
0311020	Ryder Corporation (Kroon, et)					
	10/01/83 - 03/30/86 D.	06/03/83	2.60	6791.00	166714.32	13892.86
	GARAGE SPACES - 4 (1P) (13')	01/01/86			2800.00	240.00
			2.60	6791.00	169594.32	14132.86
0306040	A. Schuler & Company Inc.					
	02/01/84 - 01/31/89 D.	12/19/83	0.60	1560.00	38297.04	3191.42
			0.60	1560.00	38297.04	3191.42
0305020	US SPRIN [™] Communications					
	01/01/83 - 12/31/87 D.	08/03/82				
	03/01/83 - 12/31/87 (Add'l 1st Flr)	01/25/83				
	09/01/83 - 12/31/87 (Add'l 1st Floor)	09/01/83				
	11/01/84 - 10/31/89 (Acc'l). 5th Floor)	07/10/84				
	06/11/87 - 5th Floor Buyout	06/01/87	2.34	6111.00	151501.76	12613.46
			2.34	6111.00	151371.76	12613.46
0300210	US SPRIN [™] Communications					
	03/01/83 - 02/29/88 D. LOWER LEVEL	02/20/83	6.13	16011.00	319310.16	26609.10
	03/01/83 - 02/29/88 STORAGE PENTHOUSE	02/01/83	0.23	600.00	11965.92	997.16
	03/01/83 - 02/29/88 ANTENNA	02/01/83			5090.40	424.20
	07/01/83 - 02/29/88 STORAGE PENTHOUSE	07/01/83	0.16	431.00	8593.44	716.29
	GARAGE SPACE - 4(1P)				2000.00	240.00
			6.52	17042.00	347041.96	28906.83
0330330	John O'Connor (American Express)					
	GARAGE SPACE - 1(P)	07/17/85			720.00	60.00
			0.00	0.00	720.00	60.00
0330340	David M. Kleiman (AT&T)					
	GARAGE SPACE - 1(T)	04/26/84			720.00	60.00
			0.00	0.00	720.00	60.00

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THREE CONTINENTAL TOWERS TENANT LIST

07/01/00

TENANT #	TENANT NAME AND INFORMATION	DOCUMENT DATE	S	N. S. F. A.	ANNUAL RENT	MONTHLY RENT
03310730	Patricia Nigon (AT&T) GARAGE SPACE - 1 (T)	08/01/07	0.00	0.00	720.00 720.00	60.00 60.00
03314310	Sally Greene (AT&T) GARAGE SPACE - 1 (T)	04/26/04	0.00	0.00	720.00 720.00	60.00 60.00
	BASE RENT TOTALS ONLY		85.76	224046.00	4709377.00	392448.15
	STORAGE RENT TOTALS ONLY		1.07	2801.50	47619.12	3968.26
	GARAGE RENT TOTALS ONLY		0.00	0.00	23440.00	1950.00
	ALL TOTALS		86.83	226847.50	4780036.12	396366.41

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Lots 1 and 2 in Casati-Heise Subdivision, being a subdivision of part of the Northeast 1/4 of Section 17 and part of the Northwest 1/4 of section 16, both in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, in accordance with the plat thereof recorded December 27, 1988, as Document No. 88-59276

Property of Cook County Clerk's Office

89013686

DEPT-01

\$77.00

TR1111 TRAN 9094 01/10/89 14:21:00

47845 H 01 4-09-89 13484

COOK COUNTY RECORDER

89013686

EXHIBIT E