

FIRST AMENDMENT TO CONSOLIDATED MORTGAGE  
AND OTHER LOAN DOCUMENTS

89032833

THIS FIRST AMENDMENT to Consolidated Mortgage and Other Loan Documents is made and entered into as of the 15th day of December, 1988 by and among: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated November 30, 1970 and known as Trust No. 30503 ("Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated December 1, 1988 and known as Trust No. 106760-05 (the "Fee Trust"), LaSALLE-LAKE INVESTORS, an Illinois limited partnership ("Beneficiary"), BRITEL FUND TRUSTEES LIMITED, a limited company incorporated under the Companies Acts of the United Kingdom ("BFT") and POSSFUND CUSTODIAN TRUSTEE LIMITED, a limited company incorporated under the Companies Acts of the United Kingdom ("PCT") (BFT and PCT are hereinafter jointly referred to as "Lender").

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R E C I T A L S :

A. Pursuant to the provisions of a certain Loan Agreement (the "Loan Agreement") dated June 22, 1981, the Trustees for the time being of The Post Office Staff Superannuation Fund, a trust established in pursuance of the Post Office Act of 1969 of the United Kingdom ("Possf") agreed to acquire certain indebtedness owed by Borrower to Connecticut Mutual Life Insurance Company and to advance additional amounts to Borrower, such that the indebtedness owing from Borrower to Possf would not exceed the sum of FOURTEEN MILLION ONE HUNDRED EIGHTY EIGHT THOUSAND THIRTY EIGHT AND 48/100 DOLLARS (\$14,188,038.48) (the "Original Loan").

B. The Original Loan is evidenced by a certain Consolidated Installment Note (the "Original Note") dated June 22, 1988 made by Borrower to the order of Possf in the original

This instrument prepared by and after recording return to:  
Merle Teitelbaum Cowin, Esq.  
Greenberger, Krauss & Jacobs, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

*This document is being  
re-recorded to correct the  
document number of the  
amended & restated ground  
lease referred to in Exhibit A  
herein attached*



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subject to and upon the conditions that (1) Beneficiary and F. Lender has agreed to so increase the Original Loan, (\$40,661,768.26) (the "Amended Note").

THOUSAND SEVEN HUNDRED SIXTY EIGHT AND 26/100 DOLLARS original principal amount of FORTY MILLION SIX HUNDRED SIXTY ONE even date herewith made by Borrower to the order of Lender in the a certain Amended and Restated Consolidated Installment Note of after referred to as the "Loan". The Loan will be evidenced by \$40,661,768.26 (the Original Loan, as so increased, is herein-

increase the amount of the Original Loan from \$14,188,038.48 to E. Borrower and Beneficiary have requested that Lender County, Illinois Recorder of Deeds as Document No. 27337810. as of November 8, 1984 and recorded in the Office of the Cook has been assigned to BFT and PCT pursuant to an Assignment dated under the Loan, the Original Note and the Original Loan Documents

D. All right, title and interest of possf, in, to and and Beneficiary in favor of possf.

"Security Agreement") dated June 22, 1981 made by Borrower (111) Consolidated Junior Security Agreement (the

25912986; and the Cook County Illinois Recorder of Deeds as Document No.

Beneficiary in favor of possf and recorded in the Office of Rents (the "Assignment of Leases") made by Borrower and

(11) Consolidated Second Assignment of Leases and attached to this First Amendment (the "Original Property");

other property and interests legally described in Exhibit A Document No. 25912985, and covering the leasehold estate and the Office of the Cook County, Illinois Recorder of Deeds as

dated June 22, 1981 between Borrower and Lender, recorded in (1) Consolidated Mortgage (the "Original Mortgage")

the following (collectively, the "Loan Documents"): C. The Original Note is secured, among other things, by

THOUSAND THIRTY EIGHT AND 48/100 DOLLARS (\$14,188,038.48).

principal amount of FOURTEEN MILLION ONE HUNDRED EIGHTY EIGHT

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of, Mortgage, plus interest thereon from the date of shall from time to time be disbursed to, or for the benefit promises to pay such principal sum, or so much thereof, as legal holder thereof, and in and by which Note Mortgage at such other place as may be designated in writing by the payable to the order of Mortgagee at its office aforesaid or (the "Note") in that amount, dated as of December 15, 1988, certain Amended and Restated Consolidated Installment Note the principal sum of \$40,661,768.26 as evidenced by a "WHEREAS, Mortgage is justly indebted to Mortgagee in lieu thereof:

1. All references contained in the Original Mortgage to "Mortgagee" shall be deemed to refer to BFT and PCT, jointly.
2. The asterisked provision contained on the bottom of Page 6 of the Original Mortgage is deleted and the following substituted in lieu thereof: "but in no event of an amount greater than \$300,000,000."
3. The paragraph on Page 5 of the Original Mortgage beginning with the word "WHEREAS" and Exhibit C attached to the Original Mortgage are deleted and the following substituted in lieu thereof:

## CONSOLIDATED MORTGAGE

### ARTICLE 1

as follows:

\$14,188,038.48 to \$40,661,768.26, the parties hereto hereby agree Lender to increase the amount of the Original Loan from agreements herein contained and for the purpose of inducing NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this First Amendment.

Borrower, Fee Trust and Beneficiary agree to the other terms and Original Mortgage, as amended hereby (the "Mortgage"), and (v) Exhibit B attached to this First Amendment to the lien of the subjecting fee title to the real estate legally described on Note, (iv) Fee Trust execute this document for the purpose of Documents to provide that such Loan Documents secure the Amended (iii) Borrower and Beneficiary enter into amendments of the Loan (ii) Borrower execute and deliver to Lender the Amended Note,

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of, Mortgagor, plus interest thereon from the date of disbursement of the aforesaid principal sum, or so much thereof as is disbursed from time to time, all as more particularly described in the Note."

4. Fee Trust hereby joins in the mortgage, as amended by this First Amendment, for the purpose of conveying and mortgaging unto Mortgagee, its successors and assigns forever, fee simple title to the real estate situate, lying and being in the City of Chicago, County of Cook, State of Illinois, and legally described in Exhibit B attached hereto and made a part hereof.

5. All references contained in the mortgage to the "premises" shall be deemed to refer to the real estate and other rights and interests legally described in Exhibit A and Exhibit B attached to this First Amendment.

6. Borrower reaffirms and confirms that the representations and covenants contained in Section 3 of the mortgage continue to be true and correct in all material respects, except that the Ground Lease (as defined in the Mortgage) is being amended and restated concurrently herewith pursuant to the terms and provisions of a certain Amended Ground Lease (the "Amended Ground Lease") of even date herewith between Borrower and Fee Trust. Lender hereby consents to the execution and delivery of the Amended Ground Lease.

7. All references contained in the mortgage to the "Ground Lease" shall be deemed to refer to the Amended Ground Lease.

8. The first two sentences of Section 12 of the mortgage are deleted and the following substituted in lieu thereof:

"Concurrently with the execution and delivery of the First Amendment to Consolidated Mortgage and Other Loan Documents, Mortgagor and Fee Trust are executing and delivering to Allstate Life Insurance Company ("Allstate") a certain Mortgage, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing dated as of December 20, 1988 (the "Prior Mortgage"), which Prior Mortgage creates a first and prior lien on the premises and secures a

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certain Promissory Note of even date therewith in the principal amount of \$46,000,000."

9. Sections 13, 14, 16, 18 and 19 of the Original Mortgage are deleted in their entirety.

10. All references contained in the Original Mortgage to the "Loan Agreement" shall be deemed to refer to the Loan Agreement, as amended by that certain First Amendment to Loan Agreement of even date herewith between Beneficiary and Lender.

11. Section 45 of the Original Mortgage is deleted and the following substituted in lieu thereof:

"At the written request and direction of Mortgagor's beneficiary and to the full extent permitted by law, Mortgagor hereby voluntarily and knowingly waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, as allowed under Section 15-1601(b) of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes), as amended from time to time (the "Act"), and to the full extent permitted by law, hereby voluntarily and knowingly releases and waives the benefits of all present and future valuation appraisement, homestead, exemption, stay, redemption and moratorium laws under any state or Federal law."

12. All references contained in the Original Mortgage to the "Consolidated Second Assignment of Leases and Rents" shall be deemed to refer to the Consolidated Second Assignment of Leases and Rents, as amended by this First Amendment.

13. All references contained in the Original Mortgage to the "Consolidated Junior Security Agreement" shall be deemed to refer to the Consolidated Junior Security Agreement, as amended by this First Amendment.

14. Section 47 of the Original Mortgage is amended by deleting the address of the recipient of copies of notices to Mortgagee and substituting the following in lieu thereof:

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thereof.

as Exhibit A to this First Amendment is substituted in lieu Security Agreement is deleted and the legal description attached

2. The legal description attached as Exhibit A to the "Secured Party" shall be deemed to refer to BRT and PCT, jointly.
1. All references contained in the Security Agreement to

## CONSOLIDATED JUNIOR SECURITY AGREEMENT

### ARTICLE 3

Leases and all of page 12 thereof are deleted in their entirety.

5. The last five lines of page 11 of the Assignment of Note.

the "Consolidated Note" shall be deemed to refer to the Amended 4. All references contained in the Assignment of Leases to

"Mortgagee" shall be deemed to refer to BRT and PCT, jointly. 3. All references contained in the Assignment of Leases to

lieu thereof. attached as Exhibit A to this First Amendment is substituted in

Assignment of Leases is deleted and the legal description 2. The legal description attached as Exhibit A to the

Consolidated Mortgage, as amended by this First Amendment. the "Consolidated Mortgage" shall be deemed to refer to the

1. All references contained in the Assignment of Leases to

## CONSOLIDATED SECOND ASSIGNMENT OF LEASES AND RENTS

### ARTICLE 2

the judgment of foreclosure." added to the indebtedness secured by this mortgage or by

foreclosure, and whether enumerated in this mortgage, shall incurred before or after any decree or judgment of

reimbursable under Section 15-1512 of the Act, whether the terms and provisions of this mortgage, to the extent

"53. All expenses incurred by Mortgagee pursuant to Original Mortgage:

15. The following is hereby added as Section 53 of the

Postal Investment Management Limited  
Standon House, 21 Mansell Street  
London, England E1 8AA  
Attention: Chief Executive Officer."

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Full force and effect in accordance with their respective terms. Assignment of Rents and the Security Agreement shall remain in 3. Except as expressly provided herein, the Mortgage, the successors and permitted assigns.

Beneficiary, Fee Trust and Lender and their respective permitted 2. This First Amendment shall be binding on Borrower,

by this First Amendment. Assignment of Leases and the Security Agreement, all as amended

Liabilities of Borrower and Beneficiary under the Mortgage, the set-offs to the enforcement by Lender of the obligations and

thereby, and acknowledge that they have no defenses, claims or First Amendment, and the liens and security interests created

of Leases and the Security Agreement, all as amended by this their respective obligations under the Mortgage, the Assignment

1. Borrower and Beneficiary hereby ratify and confirm

MISCELLANEOUS

ARTICLE 4

entirely.

6. Paragraph 4 of the Security Agreement is deleted in its 1988 and known as Trust No. 106760-05."

solely as trustee under Trust Agreement dated December 1, Bank and Trust Company of Chicago, not personally, but

of Cook County, Illinois under the name of American National thereon) is recorded in the Office of the Recorder of Deeds

"3. Fee title to the Premises (excluding the building

the following substituted in lieu thereof:

5. Paragraph 3 of the Security Agreement is deleted and

Consolidated Mortgage, as amended by this First Amendment.

the "Consolidated Mortgage" shall be deemed to refer to the 4. All references contained in the Security Agreement to

Note.

the "Consolidated Note" shall be deemed to refer to the Amended 3. All references contained in the Security Agreement to

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*[Handwritten signature]*  
*[Handwritten name]*

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally, but solely  
as Trustee under Trust Agreement dated  
December 1, 1988 and known as Trust No.  
106760-05  
By: *[Handwritten signature]*  
Title: \_\_\_\_\_

*[Handwritten signature]*  
*[Handwritten name]*

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally, but solely  
as Trustee under Trust Agreement dated  
November 30, 1970 and known as Trust No.  
30503  
By: *[Handwritten signature]*  
Title: \_\_\_\_\_

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4. This First Amendment may be executed in counterparts and all such counterparts when taken together shall constitute one and the same instrument.

5. Recourse against Beneficiary under this First Amendment shall be limited to the property securing repayment of the indebtedness evidenced by the Amended Note. No partner in Beneficiary shall be held to any personal liability nor shall resort be had to his private property for satisfaction of any obligation or undertaking contained herein.

6. This First Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid of the above-described Trusts in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to perform any covenant, either express or implied, herein contained, and all personal liability of said Trustee is hereby expressly waived by Lender and every person now or hereafter claiming any right or security under this first Amendment.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the date first above written.



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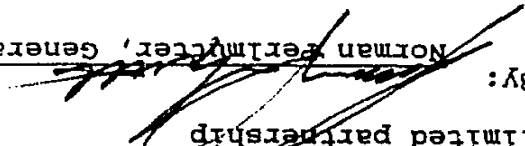
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Property of Cook County Clerk's Office

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
POSSFUND CUSTODIAN TRUSTEE LIMITED, a  
limited company incorporated under the  
Companies Acts of the United Kingdom

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
BRITEL FUND TRUSTEES LIMITED, a limited  
company incorporated under the companies  
Acts of the United Kingdom

By:   
Title: \_\_\_\_\_  
NORMAN FERIMPTER, General Partner  
IASALLE-LAKE INVESTORS, an Illinois  
limited partnership

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Property of Cook County Clerk's Office

LASALLE-LAKE INVESTORS, an Illinois limited partnership

By: Norman Perlmutter, General Partner

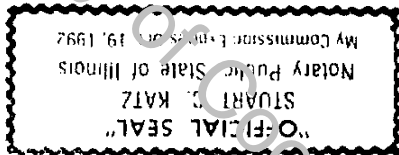
BRITEL FUND TRUSTEES LIMITED, a limited company incorporated under the Companies Acts of the United Kingdom  
By: [Signature]  
Title: [Signature]

POSSFUND CUSTODIAN TRUSTEE LIMITED, a limited company incorporated under the Companies Acts of the United Kingdom  
By: [Signature]  
Title: [Signature]



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Property of Cook County Clerk's Office



My commission expires: 10/19/92

(SEAL)

Notary Public [Signature]

I, Stuart C. Katz a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Michael Whelan, the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Bank"), and Suzanne G. Baker the Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust Nos. 30503 and 106760-05, for the uses and purposes therein set forth, and the said Suzanne G. Baker then and there acknowledged that she, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

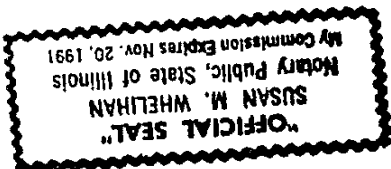
GIVEN under my hand and notarial seal, this 23rd day of December, 1988.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

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My commission expires: 11/20/91

(SEAL)

Notary Public

*Susan M. Wheelahan*

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

I, *Susan M. Wheelahan*, a Notary Public in and for said county, in the state aforesaid, do hereby certify that NORMAN PERIMUTTER, the sole general partner of Lasalle-Lake Investors, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

Property of Cook County Clerk's Office

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GREAT BRITAIN AND NORTHERN IRELAND, )  
 LONDON, ENGLAND ) SS.  
 EMBASSY OF THE UNITED STATES OF AMERICA )

On this Twentieth day of December, 1988 before me, a Vice Consul of the United States of America, personally appeared LYN D. HOPKINS, to me known to be the identical person named in and who executed the foregoing instrument as ~~who acknowledged himself to be~~ an authorized signatory of Possfund Custodian Trustee Limited, a limited company incorporated under the Companies Acts of the United Kingdom, and acknowledged that he executed the same as the voluntary act and deed of said company for the uses and purposes therein set forth.

Vincent J. Rizzo  
 VINCENT J. RIZZO  
 Vice Consul of  
 the United States of America  
 London, England

GREAT BRITAIN AND NORTHERN IRELAND, )  
 LONDON, ENGLAND ) SS.  
 EMBASSY OF THE UNITED STATES OF AMERICA )

On this Twentieth day of December, 1988 before me, a Vice Consul of the United States of America, personally appeared LYN D. HOPKINS, to me known to be the identical person named in and who executed the foregoing instrument as ~~who acknowledged himself to be~~ an authorized signatory of Britel Fund Trustees Limited, a limited company incorporated under the Companies Acts of the United Kingdom, and acknowledged that he executed the same as the voluntary act and deed of said company for the uses and purposes therein set forth.

Vincent J. Rizzo  
 VINCENT J. RIZZO  
 Vice Consul of  
 the United States of America  
 London, England

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This document consists of 12 pages  
 each initialed by the affiant/grantor

*[Handwritten signature]*

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THE NORTH 10 FEET OF THE SOUTH 18 FEET OF LOT 4 AND THE WEST 1/2 OF LOT 3 TAKEN AS A TRACT, IN BLOCK 33 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1970 AND KNOWN AS TRUST NUMBER 30525 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1969 AND KNOWN AS TRUST NUMBER 28898, DATED OCTOBER 19, 1971 AND RECORDED OCTOBER 19, 1971 AS DOCUMENT 21676637 AND RE-RECORDED NOVEMBER 10, 1971 AS DOCUMENT 21707207 TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR AND REPLACE SANITARY AND STORM SEWERS, SEWER LINES, SEWER PIPES, CATCH BASINS AND MANHOLES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO OVER, ACROSS, UNDER AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 2:

LOT 1 (EXCEPT THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET TAKEN FOR WIDENING NORTH LASALLE STREET), LOT 2 AND THE EAST HALF OF LOT 3 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT ALL FOOTINGS, FOUNDATIONS, PILES, BUILDINGS AND IMPROVEMENTS NOW OR HERE-AFTER LOCATED, CONSTRUCTED OR ERECTED THEREON.

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1969 AND KNOWN AS TRUST NUMBER 28898, AS LESSOR AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1970 AND KNOWN AS TRUST NUMBER 30503, AS LESSEE, DATED DECEMBER 1, 1971 AND RECORDED DECEMBER 13, 1971 AS DOCUMENT 21745568, A CORRECTED COPY OF WHICH WAS RECORDED NOVEMBER 27, 1973 AS DOCUMENT 22575815 AND AS AMENDED BY SECOND AMENDMENT TO LEASE AGREEMENT DATED FEBRUARY 28, 1974 AND RECORDED MARCH 27, 1974 AS DOCUMENT 22666712, AND AS AMENDED BY THIRD AMENDMENT TO LEASE DATED JANUARY 31, 1976 AND RECORDED APRIL 11, 1977 AS DOCUMENT 23882812, AND AS AMENDED BY FOURTH AMENDMENT TO LEASE DATED SEPTEMBER 23, 1985 AND RECORDED SEPTEMBER 27, 1985 AS DOCUMENT 85209464, AND AS AMENDED BY AMENDED AND RESTATED GROUND LEASE DATED DECEMBER 15, 1988 AND RECORDED DECEMBER 21, 1988 AS DOCUMENT 88593752 WHICH LEASE DEMISES THE FOLLOWING DESCRIBED REAL ESTATE:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

PARCEL 1:

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Property of Cook County Clerk's Office

Property Address:

180 North Lasalle Street  
Chicago, Illinois 60601

Permanent Real Estate

Index Number: 17-09-432-015

LOT 1 (EXCEPT THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET TAKEN FOR WIDENING NORTH LASALLE STREET), LOT 2 AND THE EAST HALF OF LOT 3 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALL FOOTINGS, FOUNDATIONS, COLUMNS, PILES, BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER LOCATED, CONSTRUCTED OR ERECTED ON THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 3:

EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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*Handwritten signature*

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*Handwritten signature*  
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PARCEL 1:

LOT 1 (EXCEPT THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET TAKEN FOR WIDENING NORTH LASALLE STREET), LOT 2 AND THE EAST HALF OF LOT 3 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT ALL FOOTINGS, FOUNDATIONS, COLUMNS, PILES, BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER LOCATED, CONSTRUCTED OR ERECTED THEREON.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1970 AND KNOWN AS TRUST NUMBER 3525 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1969 AND KNOWN AS TRUST NUMBER 28898, DATED OCTOBER 19, 1971 AND RECORDED OCTOBER 19, 1971 AS DOCUMENT 21676637 AND RE-RECORDED NOVEMBER 10, 1971 AS DOCUMENT 21707207 TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR AND REPLACE SANITARY AND STORM SEWERS, SEWER LINES, SEWER PIPES, CATCH BASINS AND MANHOLES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO OVER, ACROSS, UNDER AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 10 FEET OF THE SOUTH 18 FEET OF LOT 4 AND THE WEST 1/2 OF LOT 3 TAKEN AS A TRACT, IN BLOCK 33 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 17-09-432-015  
 142222 TRAN 2035 01/20/89 10:24:00  
 \*3844 \*B \*-88-032833  
 COOK COUNTY RECORDER

Property Address:  
 180 North LaSalle Street  
 Chicago, Illinois 60601  
 Index Number:  
 Permanent Real Estate

DEPT-01 RECORDING 17-09-432-015  
 142222 TRAN 9270 12/27/88 10:29:00  
 \*7592 \*B \*-88-593152  
 COOK COUNTY RECORDER

EXHIBIT B