

C. The first indented paragraph is amended by deleting the phrase "as it may be further amended pursuant to Section 2.01 of the Lease".

B. Exhibit A of the Memorandum is hereby deleted and replaced with Exhibit A-1 attached hereto and made a part hereof. All references in the Memorandum to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

A. The first paragraph is amended by deleting the phrase "subject to the provisions of Section 2.01 of the Lease".

1. Demise. The Demise of the Memorandum is hereby amended in the following respects:

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

E. Lessor and Lessee agreed, pursuant to Section 2.01 of the Lease, that upon Lessee's recordation of the documents set forth in Recital B and Recital C hereof and the satisfaction of certain other conditions stated therein, to amend the Lease and the Memorandum to specifically identify the demised premises and to clarify, if necessary, any of the terms defined therein.

D. Lessor and Lessee have caused a document entitled "900 North Michigan Declaration of Covenants, Conditions, Restrictions and Easements" (the "900 North Michigan Declaration") to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 9, 1989, as Document No. 87208434.

C. Lessor and Lessee have caused a plat of resubdivision of the Real Property (the "Vertical Subdivision") to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 9, 1989, as Document No. 87208433, which Vertical Subdivision divided the Real Property into lots below, at and above the surface of the Earth and will allow the commercial, hotel and residential portions of the Real Property to be leased, conveyed and/or numbered as separate parcels of real estate.

B. Pursuant to the Lease, Lessor (among other things) leased to Lessee that certain real property (the "Real Property") as described therein and in the Memorandum and legally described on Exhibit A attached thereto.

A. Lessor and Lessee have entered into that certain Lease Agreement (the "Lease"), dated October 7, 1988, and that certain Memorandum of Lease (the "Memorandum"), dated of even date with the Lease, which Memorandum was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 7, 1988 as Document No. 88464426.

R E C I T A L S

This First Amendment to Memorandum of Lease (this "First Amendment") is made as of the 20th day of April, 1989, by and between Lasalle National Bank, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495 (hereinafter called "Lessor" and/or "Lessor Trustee") and Lasalle National Bank, not personally but as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 (hereinafter called "Lessee" and/or "Lessee Trustee").

FIRST AMENDMENT TO MEMORANDUM OF LEASE

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COOK COUNTY RECORDER FILED FOR RECORD

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D. The fourth indented paragraph is amended by deleting the phrase "a draft of which, dated September 4, 1986, is attached as ~~Exhibit B~~ <sup>Exhibit A</sup> to the Lease [hereinafter, as the same may be amended in accordance with Section 2.01 of the Lease, called "900 North Michigan Declaration"], which 900 North Michigan Declaration definition shall be expanded prior to the recording thereof to include the footings, foundations, columns, piles, buildings, improvements, fixtures, equipment, machinery and other similar installations now or hereafter located, constructed or erected thereon including all alterations, rebuildings, replacements and additions thereto (collectively, the "Commercial Building")" and replacing it with the following: "dated April 20, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 9, 1989, as Document No. 87208434 (the "900 North Michigan Declaration")."

E. The fifth indented paragraph is amended by deleting the phrase "subject to the provisions of Section 2.01 of the Lease recording a reduction in said property upon the recording of the Vertical Subdivision (as defined in the Lease)," .

2. Demise Restrictions. Subparagraph (c) of the Demise restrictions is amended by deleting the phrase "provided that such obligations shall become effective subsequent to the recording thereof" in the first sentence and the phrase "(subject to Section 2.01 of the Lease)" in the second sentence.

3. Ratification. This First Amendment shall be considered as an amendment and supplement to the Memorandum and, except as hereinabove expressly amended and supplemented, the Memorandum and all terms, conditions and provisions thereof shall in all respects remain unamended and unchanged and shall be deemed to be hereby restated, ratified and reaffirmed. All references to the Memorandum in the Memorandum or in any other document shall hereafter be deemed to refer to the Memorandum as amended and supplemented hereby and as it may be further amended, modified, supplemented or restated from time to time.

4. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Trustee Exculpation. This First Amendment is executed by the Lessor Trustee and the Lessee Trustee not individually or personally, but solely as trustees as aforesaid in the exercise of the power and authority conferred upon and vested in them as such trustees and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Lessor Trustee and/or the Lessee Trustee personally to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such personal liability of the Lessor Trustee and/or the Lessee Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right or security under this First Amendment.

The Lessor Trustee and the Lessee Trustee hereby represent that they possess full power and authority to execute and deliver this instrument.

6. Captions. Section captions contained herein are for convenience of reference only and in no way define, limit or interpret the scope or intent of the provisions contained herein.

89209932

Paul E. Meyer, Esq.  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Property Clerk's Office

Lasalle National Bank, not  
personally but as Trustee under  
Trust Agreement dated March 1, 1984  
and known as Trust No. 107701

LESSEE:

Lasalle National Bank, not  
personally but as Trustee under  
Trust Agreement dated September 1,  
1988 and known as Trust No. 113495

LESSOR:

IN WITNESS WHEREOF, the undersigned have duly executed and  
delivered this First Amendment as of the date set forth above.

hereof as in the Lease.  
9. Capitalized Terms. Any term capitalized but not  
defined herein shall have the same meaning for the purposes

8. Counterparts. This First Amendment may be signed in  
counterparts, each of which shall be binding upon the parties  
hereto all of which, taken together, shall constitute one and the  
same First Amendment.

7. Entire Agreement. The Memorandum as amended by this  
First Amendment constitutes the entire agreement between the  
parties hereto and supersedes all prior agreements,  
understandings and statements relating to the subject matter  
hereof. Neither the Memorandum nor this First Amendment may be  
amended in any manner other than by a supplemental written  
agreement executed by the parties.

8. Counterparts. This First Amendment may be signed in  
counterparts, each of which shall be binding upon the parties  
hereto all of which, taken together, shall constitute one and the  
same First Amendment.

9. Capitalized Terms. Any term capitalized but not  
defined herein shall have the same meaning for the purposes  
hereof as in the Lease.

IN WITNESS WHEREOF, the undersigned have duly executed and  
delivered this First Amendment as of the date set forth above.

LESSOR:

Lasalle National Bank, not  
personally but as Trustee under  
Trust Agreement dated September 1,  
1988 and known as Trust No. 113495

LESSOR:

By: Joseph W. Lane  
Name: JOSEPH W. LANE  
Title: VICE PRESIDENT

By: Rosemary Collins  
Name: ROSEMARY COLLINS  
Title: Administrative Assistant

Attest: Rosemary Collins

Attest: Rosemary Collins

By: Joseph W. Lane  
Name: JOSEPH W. LANE  
Title: VICE PRESIDENT

By: Rosemary Collins  
Name: ROSEMARY COLLINS  
Title: Administrative Assistant

Attest: Rosemary Collins

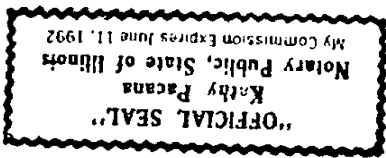
Attest: Rosemary Collins

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04/03/89/35E-PEM/TIAA-Memo1

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Property of Cook County Clerk's Office



My Commission Expires: 6-11-92

(Notarial Seal)  
Notary Public  
*Kathy Pacana*

I, Kathy Pacana, a Notary Public, in and for  
said Co. Joseph W. Lang, Vice President of LA SALLE NATIONAL  
BANK, and Joseph W. Lang, 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 as  
aforesaid, for the uses and purposes therein set forth.  
Given under my hand and notarial seal, this 8th day of  
July, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK    )

I, Lisa M. Walas, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Joseph W. King, Vice President of LA SALLE NATIONAL BANK, and Rosemary Collins, Assistant Secretary of said Bank, who are personally known to me 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 aforesaid, for the uses and purposes therein set forth.

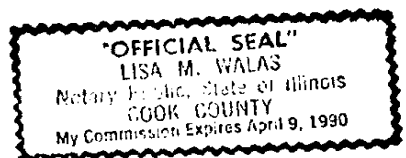
Given under my hand and notarial seal, this 9th day of May, 1989.

Lisa M. Walas  
Notary Public

(Notarial Seal)

My Commission Expires:

April 9, 1990



Property of Cook County Clerk's Office

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## EXHIBIT A-1

### Legal Description of Commercial Parcel

Lots 1, 2, 3, 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208433.

Permanent Tax Numbers:	17-03-212-004	Volume: 496
	Affects Lots 1 and 4 to 7	
	17-03-212-005	
	Affects Lots 1 and 4 to 7	
	17-03-212-001	
	Affects Lots 1 and 4 to 7	
	17-03-212-002	
	Affects Lots 1 and 4 to 7	
	17-03-211-006	
	Affects Lots 1 and 4 to 7	
	17-03-211-007	
	Affects Lots 1 and 4 to 7	
	17-03-211-005	
	Affects Lots 1 and 4 to 7	
	17-03-211-003	
	Affects Lots 1 and 4 to 7	
	17-03-211-004	
	Affects Lots 1 and 4 to 7	
	17-03-211-019	
	Affects Lots 1 and 3 to 7	
	17-03-211-002	
	Affects Lots 1 and 4 to 7	
	17-03-211-001	
	Affects Lots 1 and 3 to 7	

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8 9 2 0 9 9 3 2

## EXHIBIT A-1

### Permanent Tax Numbers Continued:

17-03-211-009  
Affects Lots 1 and 4 to 7

17-03-211-016  
Affects Lots 1 and 4 to 7

17-03-211-017  
Affects Lots 1 and 4 to 7

17-03-211-015  
Affects Lots 1 and 4 to 7

17-03-210-008  
Affects Lot 2 and 3

17-03-210-007  
Affects Lot 2 and 3

17-03-210-001  
Affects Lot 2

17-03-210-004  
Affects Lot 2

17-03-210-003  
Affects Lot 2

17-03-210-002  
Affects Lot 2

17-03-210-014  
Affects Lot 2

17-03-210-013  
Affects Lot 2

17-03-210-011  
Affects Lot 2

Common Address: 900 North Michigan Avenue,  
Chicago, Illinois

89209932