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SIXTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT

28.00

This Amendment, dated as of the 17<sup>th</sup> day of August, 1989, is entered into by and among THE FIRST NATIONAL BANK OF CHICAGO, a national banking association (the "Lender"), FJV VENTURE, an Illinois joint venture (the "Borrower"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 15, 1980, and known as Trust No. 50591 (the "American Trust #1"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally as Trustee under Trust Agreement dated March 27, 1987 and known as Trust No. 102101-02 (the "American Trust #2"), LASALLE NATIONAL BANK, successor to Exchange National Bank of Chicago, not personally but as Trustee under Trust Agreement dated February 12, 1962, and known as Trust No. 10-13627-09 (the "Exchange Trust") and LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated November 1, 1981, and known as Trust No. 104517 (the "LaSalle Trust") (American Trust #1, American Trust #2, Exchange Trust and LaSalle Trust being collectively referred to as "Trust").

W I T N E S S E T H:

WHEREAS, Lender and Borrower executed a certain Amended and Restated Loan Agreement dated April 28, 1987 (the "Loan Agreement"), providing for the making of a loan (the "Loan") by Lender to Borrower in the principal amount not to exceed

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\$32,200,000.00, evidenced by a Promissory Note dated August 5, 1982, amended by Amendment to Promissory Note dated September 18, 1984, by Second Amendment to Promissory Note dated July 31, 1985, by Third Amendment to Promissory Note dated July 28, 1986, and by Fourth Amendment to Promissory Note dated April 28, 1987 (the "Note"); and

WHEREAS, as security for the Loan, the American Trust #1, Exchange Trust and LaSalle Trust executed a certain Mortgage and Security Agreement dated August 5, 1982, and recorded in the office of the Recorder of Cook County, Illinois, as Document No. 26321281, amended by First Amendment dated September 18, 1984, and recorded as Document No. 27324031, by Second Amendment dated July 31, 1985 and recorded as Document No. 86157356, by Third Amendment dated July 28, 1986, and recorded as Document No. 86411589, by Fourth Amendment dated April 28, 1987 and recorded as Document No. 87239398 (which Fourth Amendment was also executed by American Trust #2), and by Fifth Amendment dated December 18, 1987 and recorded as Document No. 87678763 (which Fifth Amendment was also executed by American Trust #2) (the "Mortgage") encumbering the property described in Exhibit A hereto; and

WHEREAS, as further security for the Loan, Borrower and American Trust #1, Exchange Trust and LaSalle Trust executed a

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certain Collateral Assignment of Leases dated August 5, 1982, recorded in the office of the Recorder of Cook County, Illinois, as Document No. 26321282, amended by First Amendment dated September 18, 1984, and recorded as Document No. 27324031, by Second Amendment dated July 31, 1985 and recorded as Document No. 86157356, by Third Amendment dated July 28, 1986 and recorded as Document No. 86411589, by Fourth Amendment dated April 28, 1987 and recorded as Document No. 87239398 (which Fourth Amendment was also executed by American Trust #2), and by Fifth Amendment dated December 18, 1987 and recorded as Document No. 87678763 (which Fifth Amendment was also executed by American Trust #2) (the "Assignment") encumbering the property described in Exhibit A hereto; and

WHEREAS, as further security for the Loan, Borrower and American Trust #1, Exchange Trust and LaSalle Trust executed a certain Security Agreement dated August 5, 1982, amended by a certain First Amendment dated September 18, 1984, by Second Amendment dated July 31, 1985, by Third Amendment dated July 28, 1986, by Fourth Amendment dated April 28, 1987 (which Fourth Amendment was also executed by American Trust #2), and by Fifth Amendment dated December 18, 1987 (which Fifth Amendment was also executed by American Trust #2) (the "Security Agreement"); and

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WHEREAS, Lender and Borrower have amended the Loan Agreement by First Amendment to Amended and Restated Loan Agreement of even date herewith (the Loan Agreement, as so amended, being herein referred to as the "Amended Loan Agreement"), which Amended Loan Agreement, among other things, increases the maximum principal amount of the Loan to \$64,000,000.00 and extends the maturity date of the Loan to May 31, 1990; and

WHEREAS, the Note has been amended by a Fifth Amendment to Promissory Note of even date herewith executed by Borrower and Lender increasing the maximum principal amount of the Loan to \$64,000,000.00 and extending the maturity date of the Note to May 31, 1990 (the Note, as so amended, being herein referred to as the "Amended Note"); and

WHEREAS, Lender, Borrower and Trust have agreed similarly to amend the Mortgage, Security Agreement and Assignment to reflect the increased maximum principal amount of the Loan and the extended maturity date;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Borrower, Trust and Lender agree as follows:

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1. All references to the Note contained in the Mortgage, Security Agreement or Assignment shall mean and refer to the Amended Note.

2. All references to the Loan Agreement contained in the Mortgage, Security Agreement or Assignment shall mean and refer to the Amended Loan Agreement.

3. Any reference to the maturity date of the Loan or Note contained in the Mortgage, Security Agreement or Assignment shall be deemed to refer to May 31, 1990.

4. The Mortgage, Security Agreement and Assignment each secure the Amended Note in the increased principal amount of \$64,000,000.00.

5. All references to the Loan Documents contained in the Mortgage, Security Agreement or Assignment shall mean and refer to the Loan Documents, as amended as provided in the Amended Loan Agreement.

6. The Mortgage, Security Agreement and Assignment, as amended hereby, are hereby ratified and confirmed and are and shall remain in full force and effect.

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7. In addition to and not in limitation of any limitation on liability provided by law or by any contract, agreement, instrument or document, the liability of Borrower shall be limited to the assets of Borrower, and no present or future venturer of Borrower shall have any personal liability in connection with the obligations of Borrower under the Mortgage, Security Agreement or Assignment as amended hereby. A deficit capital account of any present or future venturer of Borrower shall not be an asset of Borrower.

8. This Amendment is executed by Trust, not personally but in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trust hereby warrants that it possesses full power and authority to execute this Amendment) and it is expressly understood and agreed that nothing contained herein or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on said Trust personally for any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and that so far as the Trust is concerned, Lender shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the

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manner herein, or in any of the other instruments evidencing or securing the indebtedness secured hereby provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

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IN WITNESS WHEREOF, the parties have executed this  
Amendment as of the day and year first above written.

LENDER:

THE FIRST NATIONAL BANK  
OF CHICAGO, a national  
banking association

By Maurice B. Clement  
Its Vice President

TRUST:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not personally but as  
Trustee under Trust No.  
50591 and Trust No.  
102101-02 as aforesaid

Attest: [Signature]  
ASSISTANT SECRETARY

By [Signature]  
Its SECOND VICE PRESIDENT

LASALLE NATIONAL BANK, not  
personally but as Trustee  
as aforesaid

Attest: Lisa E. Haas  
Assistant Secretary

By [Signature]  
Its Assistant Secretary Assistant Vice President

LASALLE NATIONAL BANK,  
(successor to Exchange  
National Bank of Chicago),  
not personally but as  
Trustee as aforesaid

Attest: Lisa E. Haas  
Assistant Secretary

By [Signature]  
Assistant Vice President



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**BORROWER:**

FJV VENTURE, an Illinois joint venture

By JMB/CITY CENTRE COMPANY, LTD., an Illinois limited partnership

By JMB CITY CENTRE, INC., an Illinois corporation

By *[Signature]*  
Its President

By METROPOLITAN STRUCTURES, an Illinois general partnership

By METSO Properties, an Illinois limited partnership

*[Signature]*  
General Partner

By LEVY BLOCK F LIMITED PARTNERSHIP, an Illinois limited partnership

*[Signature]*  
General Partner

This document was prepared by and after recording return to:

Robert J. Maganuco  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

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Box 333.

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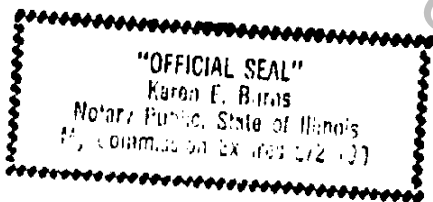
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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, KAREN E. BURNS, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ~~H. Johnson~~ <sup>H. Johnson</sup> ~~Maire Rosati~~ <sup>Maire Rosati</sup>, personally known to me to be the 2nd Vice President of American National Bank and Trust Company of Chicago and personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such 2nd Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

AUG 17 1989

Given under my hand and official seal, this \_\_\_\_\_ day of August, 1989.



[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

Clerk of Cook County Clerk's Office

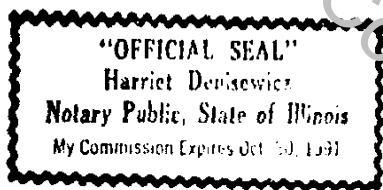
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STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF COOK )

I, HARRIET DENISEWICZ, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that <sup>Corinne Bak</sup>  
LISA E. HAAS, personally known to me to be the Asst Vice President of LaSalle National Bank and personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of August, 1989.



*Harriet Denisewicz*  
Notary Public

My Commission Expires: \_\_\_\_\_

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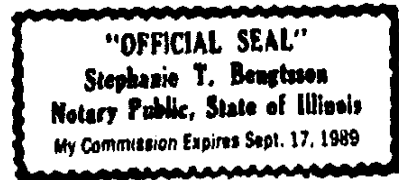
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Stuart C. Nathan personally known to me to be President of JMB City Centre, Inc., an Illinois corporation, appeared before me this day in person and acknowledged that, as such President, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of August, 1989.

Stephanie T. Bengtson  
Notary Public

My Commission Expires: September 17, 1989



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THIS DOCUMENT  
IS UNOFFICIAL  
AND SHOULD NOT BE USED FOR  
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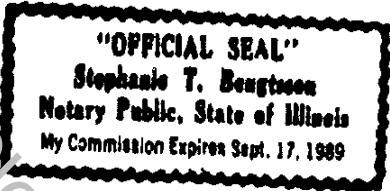
STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alan Levinson personally known to me to be a general partner of METCO PROPERTIES, an Illinois limited partnership, the general partner of Metropolitan Structures, an Illinois general partnership appeared before me this day in person and acknowledged that, as such general partner, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of August, 1989.

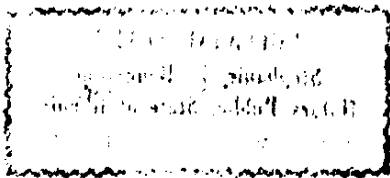
  
Notary Public

My Commission Expires: September 17, 1989



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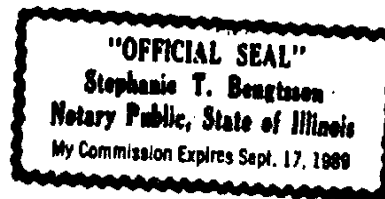
STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lawrence F. Levy personally known to me to be a general partner of LEVY BLOCK F LIMITED PARTNERSHIP, an Illinois limited partnership, appeared before me this day in person and acknowledged that, as such general partner, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of August, 1989.

  
Notary Public

My Commission Expires: September 17, 1989





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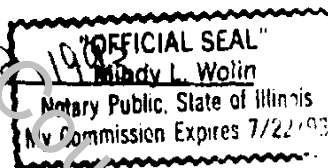
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Meredith B. Clement personally known to me to be the Assistant Vice President of The First National Bank of Chicago and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Vice President she signed and delivered such instrument as her free and voluntary act and deed, and as the free and voluntary act and deed of such association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17<sup>th</sup> day of August, 1989.

Mindy L. Wolin  
Notary Public

My Commission Expires: July 22, 1993



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## EXHIBIT A

### TRACT 1:

#### DESCRIPTION OF WASHINGTON LEASEHOLD:

The leasehold estate created by lease, executed by the Woodmen of the World Life Insurance Society, as Lessor and American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated August 15, 1980 and known as Trust Number 50591, as lessee, dated September 9, 1980, a memorandum of which was recorded September 9, 1980 as Document 25576401 which lease demises the following described land for a term of years beginning September 9, 1980 and ending September 30, 2020

#### Parcel 1: No. 17-09-451-005-0000

The West  $\frac{1}{4}$  of Lot 6 in Block 37 in Original Town of Chicago, in the South East  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2: No. 17-09-451-006-0000

The East  $\frac{1}{4}$  of Lot 6 in Block 37 in the Original Town of Chicago, in the South East  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3: No. 17-09-451-007-0000

The West 30 feet of Lot 7 in Block 37 in the Original Town of Chicago, in the South East  $\frac{1}{4}$  of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### DESCRIPTION OF WASHINGTON IMPROVEMENTS:

The ownership of the building and improvements now located on the land.

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## TRACT 2:

### DESCRIPTION OF 111 DEARBORN PROPERTY:

Parcel 1: No. 17-09-451-015-0000

Part of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of said Lot 5 which is 55 feet 10 inches South of the Northwest corner of said Lot; thence East for a distance of 54 feet along a straight line which, if extended, would intersect the East line of said Lot 5 at a point 54 feet 6 inches South of the Northeast corner of said Lot; thence North 4 feet 8 inches; thence West, 54 feet to a point on the West line of said Lot; thence South 4 feet 8 inches to the point of beginning, in Cook County, Illinois.

Parcel 2: No. 17-09-451-017-0000

That part of the North 88 feet 10 inches of Lot 5 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian lying South of a straight line drawn from a point in the West line of said tract that is 33 feet North of the Southwest corner thereof to a point in the East line of said tract that is 34 feet 4 inches North of the Southeast corner thereof, in Cook County, Illinois.

TRACT 3: 17-09-450-003-0000

### DESCRIPTION OF 127 DEARBORN PROPERTY:

The South 80 feet of original Lot 4 and the South 80 feet of the West 4 of Original Lot 3 in Block 37 in the Original Town of Chicago, sometimes described as Lots 4 and 5 in the Assessor's Division of Original Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 17-09-450-003

## TRACT 4:

### DESCRIPTION OF 100 NORTH STATE STREET:

Parcel 1: No. 17-09-451-012-0000

Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Parcel 2: No. 17-09-451-018-0000

A strip of land lying between the East line of the above-described parcel and the West line of State Street as fixed by an act of the General Assembly approved March 3, 1845, as appears from plat thereof recorded January 26, 1872 in Book 1 of plats, page 20, in Cook County, Illinois.

Parcel 3: No. 17-09-451-018-0000

The East  $\frac{1}{4}$  of a 10 foot (private alley) strip lying West and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also known as the East  $\frac{1}{4}$  of a 10 foot strip of land reserved for alley described as the South  $\frac{1}{4}$  of the West 10 feet of the East 20 feet of Lot 7 in Block 37 in Original Town of Chicago in Cook County, Illinois.