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THIRD AMENDMENT TO PARCEL 4 GROUND LEASE AND MEMORANDUM OF THIRD AMENDMENT TO PARCEL 4 GROUND LEASE

30450567

This THIRD AMENDMENT TO PARCEL 4 GROUND LEASE AND MEMORANDUM OF THIRD AMENDMENT TO PARCEL 4 GROUND LEASE (this "Third Amendment") is entered into this 31 day of August, 1990 by and between LaSalle National Trust, N.A., as successor Trustee to LaSalle National Bank, not individually, but as Trustee under a Trust Agreement dated April 1, 1981 and known as Trust No. 103828 ("Landlord") and LaSalle National Trust, N.A., not individually, but as Trustee under a Trust Agreement dated February 9, 1990 and known as Trust No. 115264 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and LaSalle National Trust, N.A., not individually, but as Trustee under a Trust Agreement dated March 26, 1984 and known as Trust No. 107822 ("Original Tenant") were parties to a Ground Lease dated March 26, 1984 (the "Original Ground Lease") pursuant to which Landlord leased to Original Tenant and Original Tenant accepted from Landlord certain property consisting of five parcels ("Demised Premises"); and

WHEREAS, the Original Ground Lease granted Original Tenant the Option (defined herein as defined in the Original Ground Lease) to purchase the entire Demised Premises subject to the conditions specified in paragraph 44 therein, including a condition which provides for the termination of the Option; and

WHEREAS, Landlord and Original Tenant entered into two amendments to the Original Ground Lease, pursuant to which additional property was added to the Demised Premises ("First Amendment") and Original Tenant was granted the right to exercise the Option as to one or more of the parcels ("Second Amendment") (the Original Ground Lease, as amended is hereinafter referred to as the "Ground Lease"); and

WHEREAS, the Original Tenant exercised its purchase option as to Parcels 1 and 2, and Original Tenant's assignee exercised its purchase option as to Parcel 3, leaving the Ground Lease in effect as to Parcels 4 and 5; and

WHEREAS, pursuant to a bifurcation agreement dated March 13, 1990 ("Bifurcation Agreement"), the Ground Lease was separated into two leases, the Parcel 4 Ground Lease (as defined in the Bifurcation Agreement) and the Parcel 5 Ground Lease (as defined in the Bifurcation Agreement);

WHEREAS, by mesne assignments and transfers the leasehold interest in the property described in Exhibit A attached hereto ("Parcel 4") is now held by Tenant; and

WHEREAS, Landlord and Tenant now desire to amend the Parcel 4 Ground Lease as hereinafter set forth, but not otherwise.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 44.2.5 of the Parcel 4 Ground Lease is hereby amended to provide in relevant part that the Option shall terminate upon the earlier to occur of (a) December 31, 1994, or (b) the termination of the Lease by a lapse of time or otherwise.

2. Except as herein specifically amended, the Parcel 4 Ground Lease shall remain in full force and effect and all of its terms, conditions, agreements and provisions are restated and reaffirmed in their entirety. This Third Amendment shall be binding upon and

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inure to the benefit of the parties hereto and their respective successors and assigns.

This Third Amendment to the Parcel 4 Ground Lease is executed by LaSalle National Trust, N.A., not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated April 1, 1981 and known as Trust Number 103828, and of a certain Trust Agreement dated February 9, 1990 and known as Trust No. 115264 at LaSalle National Trust, N.A.. It is expressly understood and agreed that nothing contained in this Third Amendment to Parcel 4 Ground Lease shall be construed as creating any liability whatsoever against said Trustee or said beneficiaries, and in particular without limiting the generality of the foregoing there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained, to keep, preserve, or sequester any property of said Trust, and that all personal liability of said Trustee (and said beneficiaries to the extent permitted by law) of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security hereunder, and that so far as the parties hereto are concerned the owner of any indebtedness of liability accruing hereunder shall look solely to the respective Trust Estate from time to time subject to the provisions of said respective Trust Agreement for the payment thereof.

IN WITNESSES WHEREOF, the undersigned have executed this Third Amendment effective as of the date first above written.

LaSALLE NATIONAL TRUST, N.A.,
not individually, but as
Trustee under Trust No. 103828

By: _____
Its: Assistant Vice President

ATTEST:

By: Rosemary Callan
Its: ASSISTANT SECRETARY

LaSALLE NATIONAL TRUST, N.A.,
not individually, but as
Trustee under Trust No. 115264

By: _____
Its: Assistant Vice President

ATTEST:

By: Rosemary Callan
Its: ASSISTANT SECRETARY

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Valery Macana, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 11 day of September, 1990, personally appeared before me Corinna Bok, the President of LaSalle National Trust, N.A., not personally, but solely as Trustee as aforesaid, and Rosemary Collins, the ASSISTANT SECRETARY of said Trustee, to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the President and ASSISTANT SECRETARY, respectively, of said Trustee, and that they signed and delivered the same in behalf of said Trustee, with authority, as their and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Valery Macana
Notary Public

My commission expires: _____

This document was prepared by
~~and after recordation should be~~
mailed to:

Glen R. Cornblath, Esq.
Sachnoff & Weaver, Ltd.
30 South Wacker Drive
Suite 2900
Chicago, Illinois 60606



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EXHIBIT A

PARCEL 4:
THAT PART OF LOT 1 IN WESTBROOK CORPORATE CENTER P.U.D. BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OR THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH-EAST CORNER OF SAID LOT 1; THENCE NORTH 89°-50'-55" WEST ALONG THE SOUTH LINE OF SAID LOT 1, 741.276 FEET; THENCE NORTH 00°-04'58" EAST, 520.56 FEET; THENCE SOUTH 89°-55'-02" EAST, 208.97 FEET; THENCE NORTH 30°-04'-58" EAST 46.57 FEET; THENCE SOUTH 89°-55'-02" EAST 108.27 FEET; THENCE SOUTH 29°-55'-02" EAST, 184.83 FEET; THENCE SOUTH 89°-55'-02" EAST, 294.18 FEET TO AN EAST LINE OF SAID LOT 1 SAID EAST LINE ALSO BEING THE WEST LINE OF WOLF ROAD AS DEDICATED BY DOCUMENT NUMBER 87-550952; THENCE SOUTH 00°22'00" EAST ALONG SAID EAST LINE OF LOT 1 AND THE WEST LINE OF WOLF ROAD 86.07 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 90°-00'-00" EAST ALONG AN EAST AND WEST LINE OF SAID LOT 1, 11.0 FEET TO THE EAST LINE OF SAID LOT 1 SAID EAST LINE ALSO BEING THE WEST LINE OF WOLF ROAD AS CONDEMNED BY CONDEMNATION NO. 85 L 50163; THENCE SOUTH 00°-22'-00" EAST ALONG THE EASTLINE OF SAID LOT 1 AND THE WEST LINE OF WOLF ROAD 315.67 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

90150567

DEPT-91 RECORDING \$15.00
148535 TRAIL 4317 09/14/91 10:19:00
90150567
COOK COUNTY RECORDER

PIN 15-30-200-036

Address: 22nd Street and Wolf Rd.
Westchester, IL

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