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PREPARED BY:
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222 N. LaSalle
Chicago, Illinois 60601

TIC Loan No. 502152-6
502152-2
Address: 20 North Wacker Drive
Chicago, Illinois
Tax No.: 17-09-452-001

EXTENSION AND MODIFICATION AGREEMENT

TICOR 257412

THIS AGREEMENT made this 20th day of November, 1990 ("Date Hereof"), but effective as of February 1, 1990 ("Effective Date"), among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Travelers"), CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but solely as trustee pursuant to Trust Agreement dated April 15, 1983 and known as Trust Number 1082500 ("Mortgagor") and DINO J. D'ANGELO, the owner of the beneficial interest (100%) of the beneficial interest in the DEBT-Obligation recorded per Cook County Recorder's Office, Cook County, Illinois, File # 91-044369, \$72.00, \$3829.46, 91-044369, 16:11:00, COOK COUNTY RECORDER

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RECITALS:

A. Travelers is the legal owner and holder of Note dated April 29, 1985 ("Note"), executed and delivered by Mortgagor in favor of Travelers, in the original principal amount of SIXTY-FIVE MILLION AND NO/100 DOLLARS (\$65,000,000.00) ("Principal Amount"), which provides, among other things, for the increase of the Principal Amount by a sum equal to "Accrued Interest" (as defined in the Note), for the payment of interest on the Principal Amount and Accrued Interest at twelve and three-quarters percent (12.75%) per annum ("Note Rate") and for the payment of the Principal Amount, Accrued Interest and all unpaid and accrued interest thereon and other sums due to Travelers on April 30, 1990 ("Maturity Date").

B. Note is secured by Mortgage and Security Agreement of even date with Note, conveying the land and improvements commonly identified as 20 North Wacker Drive, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof ("Land and Improvements"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 27529063 ("Mortgage"), and other "Loan Documents" (as such term is defined in Mortgage) (Mortgage and other Loan Documents collectively "Security Documents").

C. Prior to the Effective Date, Mortgagor defaulted in the payment of certain amounts due pursuant to the Note and in the payment of real estate taxes assessed against the Land and Improvements. All amounts due to Travelers pursuant to the Note and Security Documents (collectively "Loan Papers") became due on Maturity Date and Mortgagor and Beneficiary have requested that the Maturity Date be extended and that the Loan Papers be modified in certain respects and Travelers has agreed to extend the Maturity

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Date and to modify the Loan Papers upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the payments made and to be made by Mortgagor and Beneficiary, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED that Loan Papers are as of the Effective Date modified as follows:

1. WARRANTIES AND REPRESENTATIONS: As of the Date Hereof, Mortgagor represents and Beneficiary warrants and represents as follows (collectively Warranties and Representations"):

- (a) the execution and delivery of Loan Papers by Mortgagor was duly authorized;
- (b) Loan Papers, and each of the terms, covenants, conditions and agreements contained therein, are in full force and effect and are the valid and legally binding obligations of Mortgagor and Beneficiary, as the case may be, free from all legal and equitable defenses, offsets and counterclaims, PROVIDED HOWEVER, that the exercise of any remedy provided to Travelers pursuant to the terms and conditions of the Loan Papers may be limited by bankruptcy and other similar laws affecting creditor's rights;
- (c) the execution and delivery of this agreement and the "Transfer Documents" (hereafter defined) by the Mortgagor has been duly authorized;
- (d) Beneficiary is the owner of the personal property located on and necessary and used in the operation of the Land and Improvements, which Personal Property is identified on Exhibit "B" attached hereto ("Personal Property") and the building materials and supplies situated in or about the Land and building or in separate storage facilities ("Building Materials") and identified on Exhibit "C" attached hereto (Personal Property and Building Materials collectively "Personalty"), all of which Personalty is free and clear of all liens and encumbrances except for the liens established by the Security Documents and the cost of Building Materials and Supplies noted on Exhibit "C";
- (e) Mortgagor and Beneficiary have not transferred, by sale, assignment or otherwise, to any person, partnership, corporation or other entity, all or any part of any right, title or interest which it or they may have in and

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to the Land and Improvements and the Personalty, prior to the date hereof other than pursuant to the Security Documents and Leases (hereafter defined);

- (f) to the knowledge of Mortgagor and Beneficiary, no person, firm or corporation has or claims (except alleged claims, if any, of Ogden Allied Company and mechanic lien claim of Rowe/George Court Company) any interest in Land and Improvements which does not appear in commitment for title insurance number 257412 dated October 19, 1990 ("Title Commitment"), issued by TICOR TITLE INSURANCE COMPANY OF CALIFORNIA ("Title Company") (other than tenants of Land and Improvements ("Occupancy Tenants") identified on rent roll attached hereto and made a part hereof as Exhibit "D" (which includes security deposits and unpaid rents) ("Rent Roll"), pursuant to their respective leases ("Leases")), nor is there any unrecorded deed, deed of trust, mortgage or other conveyance or any undelivered bill of sale, assignment, option, right of first refusal or instrument of transfer relating to Land and Improvements, Beneficial Interest or the Personalty;
- (g) to the knowledge of Mortgagor, and Beneficiary, the "Transfer Documents", if delivered to Travelers pursuant to the terms and conditions of the "Escrow Agreement" (hereafter defined) will convey good and marketable title to Land and Improvements, free and clear of all liens, security interests, encumbrances, agreements, encroachments, overlaps, special assessments, claims (except alleged claims, if any, of Ogden Allied Company and mechanic lien claim of Rowe/George Court Company), leases, tenancies, adverse interests, federal or state taxes or other defects except: (a) lien of taxes not then due and payable, (b) the liens and security interests established pursuant to Security Documents, as modified; (c) special exception numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 through 18, both inclusive, 24, 27, 28 and 29 appearing on the Title Commitment; and (d) rights of Occupancy Tenants;
- (h) the management, service, maintenance, employment or brokerage contracts or agreements or obligations, commitments or arrangements with respect to Land and Improvements, are identified on Exhibit "E" attached hereto;
- (i) no part of Land and Improvements is in receivership nor is any application for receivership pending and no petition in bankruptcy has been filed by or against Mortgagor or Beneficiary;

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- (j) to the knowledge of Mortgagor and Beneficiary, the Land and Improvements conform, except as disclosed in "Environmental Review" (hereafter defined), in all material respects to all federal, state and municipal zoning, building, environmental and other applicable laws, statutes, ordinances and rules and regulations relating to the ownership and the use and operation thereof;
- (k) the only parties entitled to possession of Land and Improvements, or any part thereof, are Mortgagor, Beneficiary and Occupancy Tenants and subtenants of Occupancy Tenants pursuant to Leases;
- (l) except as set forth on the Rent Roll, Leases are in full force and effect and each Occupancy Tenant is in possession of his, her or its respective leased premises and paying rent except to the extent that the payment thereof is abated by the provisions of their respective Leases;
- (m) except as set forth on the Rent Roll and from and after April 1, 1990, all rents due from Occupancy Tenants have been collected by Beneficiary and have been paid by Beneficiary on account of operating expenses, real estate taxes, insurance premiums, other costs and expenses attributable to the ownership and the use and operation of the Land and Improvements, and on account of amounts due to Travelers pursuant to the Loan Papers;
- (n) there are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Mortgagor or Beneficiary the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant hereto and the Loan Papers;
- (o) for purposes of this Extension and Modification "Hazardous Material" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Illinois Environmental Protection Act ("Illinois Environmental Act"), Ill. Rev. Stat. Ch. 111-1/2, §1001 et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq.; (iii) any pollutant or

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contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition; and Beneficiary has not received any notice, summons, citation, directive, letter or other communication, written or oral, from any agency or department of the City of Chicago, the County of Cook, the State of Illinois, the United States Government or any agency of government, nor, to the Beneficiary's knowledge, has any action ever been commenced or threatened by any such party concerning any intentional or unintentional action or omission on the part of Beneficiary or Mortgagor or, to the knowledge of Beneficiary, adjacent owners which resulted from the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into or onto Land and Improvements.

All Warranties and Representations and any other representations, warranties, covenants and agreements herein contained and all other schedules, dates and reports delivered to Travelers by Mortgagor or Beneficiary shall be deemed to have been relied upon by Travelers notwithstanding any investigation heretofore or hereafter made by or on behalf of Travelers.

2. DEFAULTS: Mortgagor and Beneficiary acknowledge that a default has occurred in the payments of the amounts due to Travelers and with respect thereto the following amounts are due and owing to Travelers:

(a) as of the Effective Date:

- 1). Principal Balance and Accrued Interest, \$69,018,849.29 ("Effective Date Balance");

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ii). Payments due on account of interest for the period November 1, 1989 through December 31, 1989, \$1,408,333.32;

iii). Late Charges on account of payments due through January 31, 1990, \$112,666.64;

(b) as of Maturity Date:

i). Principal Balance and Accrued Interest \$69,018,849.29;

ii). Payments on account of interest for the period November 1, 1989 through Maturity Date, \$2,441,687.19 (giving effect to payment in the amounts of \$500,000.00 and \$100,000.00 paid to Travelers Insurance Company on 3/7/90 and 3/16/90 respectively);

iii). Late Charges, \$177,084.24;

(c) as of July 31, 1990

i). Principal Balance and Accrued Interest, \$69,018,849.29;

ii). Payments on account of interest for the period November 1, 1989 to July 31, 1990, \$3,656,576.43 (giving effect to payment in the amounts of \$500,000.00 and \$100,000.00 paid to Travelers Insurance Company on 3/7/90 and 3/16/90 respectively);

iii). Late Charges, \$225,397.44;

(d) as of the Date Hereof:

i). \$11,446,885.05, being amounts advanced by Travelers for payment of real estate taxes ("Tax Advance").

3. EXTENSION OF MATURITY DATE: The Maturity Date is changed to March 31, 1991 ("Extended Maturity Date").

4. 1989 INTEREST ACCRUAL: The Mortgagor may defer the payment of unpaid interest due to Travelers for the months of November and December 1989 (\$1,408,333.32) and "Late Charges" (as

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defined in the Note) on account of payments due on the Note through January 31, 1990 (\$112,666.64) (together "1989 Accrual"). The 1989 Accrual shall accrue interest at the Note Rate, compounded monthly, commencing with the Effective Date and shall be payable on the Extended Maturity Date and if not then paid the amount thereof shall bear interest at the default rate specified in the Note ("Default Rate").

5. MODIFIED INTEREST RATE: Commencing with January 1, 1990 (January 1990 interest due February 1, 1990), the Note Rate is changed to seven percent (7%) ("Modified Note Rate").

6. 1990 INTEREST ACCRUAL, ACCRUAL OF TAX ADVANCE AND INTEREST DUE ON TAX ADVANCE: The Mortgagor may defer the payment of unpaid interest due to Travelers on February 1, 1990 (interest accruing for the month of January, 1990) and on the first (1st) day of each month thereafter to and including August 1, 1990 (January 1990 through July 1990 interest in the amount of \$2,248,243.11) ("1990 Accrual") and the payment of the Tax Advance ("Tax Accrual") PROVIDED THAT:

- (a) 1990 Accrual shall accrue interest at the Modified Note Rate, compounded monthly, commencing February 1, 1990;
- (b) the Tax Accrual shall accrue interest at the Modified Note Rate compounded monthly, commencing with the date of each Tax Advance; and
- (c) 1990 Accrual and the Tax Accrual, together with interest thereon at the Modified Note Rate, shall be payable on the Extended Maturity Date and if not then paid the amount thereof shall bear interest at the Default Rate.

7. MODIFIED PAYMENTS AND PAYMENT OF PRINCIPAL BALANCE DUE ON NOTE: In addition to the payments specified in Paragraphs 4 and 6 above, Mortgagor shall pay the Effective Date Balance and interest thereon commencing August 1, 1990 at Modified Note Rate as follows:

- (a) accrued interest only in arrears at the Modified Note Rate as of September 1, 1990, as of October 1, 1990 and as of November 1, 1990 (which payments have been received by Travelers) and on the first (1st) day of each month thereafter to and including March 1, 1991, and

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- (b) a final payment of the Effective Date Balance and accrued and unpaid interest thereon at the Modified Note Rate on the Maturity Date.

The amount by which the payments made at the Modified Note Rate are less than interest on the Effective Date Balance calculated at the Note Rate shall accrue and compound interest monthly at the Note Rate ("New Accruals") (and, if not paid when due, at the Default Rate) and shall be payable on the Extended Maturity Date, PROVIDED HOWEVER, that if the Mortgagor shall pay all amounts due to Travelers except New Accruals on or before the Extended Maturity Date, Travelers will waive the payment of New Accruals.

8. PAYMENT OF TAXES AND TAX DEPOSITS: The waiver of tax deposits required pursuant to Paragraph 4 of the Mortgage heretofore granted by the Travelers is cancelled and of no force and effect. In addition to the payments specified in Paragraphs 5, 6 and 7 immediately above, Mortgagor shall, as of September 1, 1990 and as of the first (1st) day of October, 1990 and on the first (1st) day of each month thereafter, until all amounts due to Travelers pursuant to the terms and conditions of Loan Papers as modified hereby are paid in full, deposit with the Travelers one-twelfth (1/12th) of the real estate taxes and assessments levied against the Land and Improvements and estimated by Travelers to become due and payable during the calendar year in which such payment shall next be made, which sum shall be held and applied in accordance with Paragraph 4 of the Mortgage.

9. COLLECTION OF RENTS AND OTHER DOCUMENTS AND PAYMENT OF OPERATING EXPENSES AND CAPITAL IMPROVEMENTS: "Rents" as such term is defined in agreement dated August 29, 1990 among Mortgagor, Beneficiary and Travelers ("August 29 Agreement") are being collected by Beneficiary as agent for Travelers, solely for the purpose of collecting Rents, and are being disbursed by Travelers pursuant to the terms and conditions of the August 29 Agreement, all of the terms and conditions of which are by this reference incorporated herein as though fully set forth except:

- (a) the words and figures FOUR MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 88/100 DOLLARS (\$4,858,774.88) appearing in Paragraph 6 are changed to the figure \$9,656,464.23;
- (b) the lease agreements with the tenants identified on Exhibit "D" attached are approved as "New Leases" (as defined in the August 29 Agreement) subject to subsections (c), (d), (e) and (f) immediately following;

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- (c) no services, labor and material to be added or incorporated into the Land and Improvements, whether pursuant to the terms and conditions of the New Leases identified on Exhibit "D" or lease agreements submitted to Travelers for approval subsequent to the Date Hereof or for so-called capital improvements shall be contracted for or commenced unless and until plans and specifications or a detailed description of the scope of the work, labor and material proposed is submitted to and approved by Travelers or an architect or engineer selected by Travelers ("Consulting Architect");
- (d) no work, labor or material approved pursuant to subparagraph (c) immediately above ("Approved Work") shall be commenced unless cost estimates or contracts for the Approved Work are submitted to and approved by Travelers and its Consulting Architect;
- (e) all Approved Work shall be subject to inspection and approval by and approved by the Consulting Architect;
- (f) all payments for Approved Work shall be pursuant to sworn contractor's statements and waivers of lien in form and substance reasonably satisfactory to Travelers and its attorneys PROVIDED HOWEVER if Approved Work in a single instance exceeds TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) Mortgagor and Beneficiary shall provide such title company endorsements or assurances as Travelers may require;
- (g) no charge for supervision of Approved Work shall be made by Beneficiary, Lake Development Construction Company, an Illinois corporation (the issued or outstanding stock of which is owned by Beneficiary or his immediate family) or any other person, firm or corporation owned or controlled by Beneficiary or his immediate family without the written consent of Travelers.
- (h) that all security deposits paid by tenants leasing floor area within the Improvements, following the Date Hereof shall be deposited in the name of Travelers, in a separate account and in a bank approved by Travelers. All such deposits shall be disbursed in conformity with the terms and conditions of each such tenant's lease agreement provided that interest earned on any such deposit if not due to the respective tenants, shall be

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transferred to the account, maintained and disbursed in the manner provided in the August 29th Agreement.

10. ENVIRONMENTAL MATTERS: At the Beneficiary's request, Dunn Geoscience Corp. has prepared a Preliminary Environmental Assessment, dated May, 1990, and Hall-Kimbrell Environmental Service, Inc. prepared an asbestos audit and proposed Operations and Maintenance Planning Asbestos Survey and Employee Training Program, dated May 8, 1990, (collectively "Environmental Review") and Mortgagor and Beneficiary shall initiate and in good faith supervise to conclusion such programs and systems as have been recommended in the Environmental Review and which programs and systems have been submitted to and approved by Travelers.

11. DEED IN LIEU:

(a) Mortgagor and Beneficiary acknowledge:

- i). that if a "Default" (hereafter defined) occurs or if, on the Extended Maturity Date, all amounts due to Travelers ("Mortgage Debt") is not paid, they will have no equity in the Land and Improvements;
- ii). that in view of any such lack of equity in the Land and Improvements and to avoid time consuming, costly and needless litigation, it would be to the best interest of the Mortgagor and Beneficiary and Travelers to execute and deliver to Travelers a trustee's deed conveying title to the Land and Improvements, assignment of the lessor's interest in Leases and New Leases, bill of sale transferring title to Personalty and Building Materials, assignment of Mortgagor's and Beneficiary's interest in all licenses and permits required for the operation of the Land and Improvements and such other documents, including a notice of deposit of a trustee's deed in escrow, in recordable form, as may be necessary or required to effect a full and complete transfer of title to the Land and Improvements, Personalty and required operating licenses and permits to Travelers (collectively "Transfer Documents") in exchange for a covenant of Travelers not to initiate and pursue any legal proceeding seeking to impose personal liability on the

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Mortgagor and/or the Beneficiary (except for the Beneficiary's liability pursuant to Paragraph 20 hereof and as provided in the Guaranty as modified hereby), in the form of covenant set forth on Exhibit "F" ("Travelers Covenant") and for this purpose Mortgagor, Beneficiary and Travelers have entered into an escrow agreement of even date herewith with Title Company("Escrow Agreement");

iii). that Transfer documents, if delivered to Travelers pursuant to the Escrow Agreement, are intended to be and are acknowledged by Mortgagor and Beneficiary to effect an absolute conveyance and unconditional transfer of their respective interests in the Land and Improvements and Personalty and all rights, titles, interests, income, rents, royalties and profits in connection therewith as of the delivery thereof to Travelers and are not given as security. Notwithstanding the delivery of the Transfer Documents to Travelers, the title of Travelers thereto shall remain subject to the Security Documents, as modified, to the full extent of the Mortgage Debt, which Mortgage Debt shall not be extinguished or merged with Travelers' title to the Land and Improvements and Personalty without the express written and recorded declaration of Travelers to merge its separate interests in the Land and Improvements and its separate interests in the Personalty. In the event that, contrary to the foregoing, it is, at any time hereafter, determined that Mortgagor and Beneficiary have any equitable and/or statutory rights of redemption in Land and Improvements and/or the Personalty, then, for the considerations herein set forth and the delivery of Travelers' Covenant, Mortgagor and Beneficiary hereby sell, transfer and convey to Travelers and waive for themselves any and all equitable and statutory rights of redemption with respect to the Land and Improvements and/or the Personalty;

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iv). that the delivery, acceptance and recording of Transfer Documents shall not, in any way or manner whatsoever:

(x) result in a merger of the interest of Travelers, as Mortgagee, Secured Party or Assignee pursuant to Security Documents, as modified, and the interest of Travelers as fee holder of Land and Improvements and the owner of the Personalty and such interest shall remain separate and distinct;

(y) be deemed a waiver by Travelers of any claim of priority pursuant to Security Documents over any other liens, mortgages, security interests or encumbrances of any kind or nature, now existing or hereafter placed upon the Land and Improvements, or any part thereof;

(z) affect or prejudice, in any way, the right of Travelers to foreclose Mortgage by judicial proceedings or otherwise to proceed as provided in Security Documents, as modified, in the event that other liens, mortgages, security interests or encumbrances, resulting from the act or deed of the Mortgagor and Beneficiary, any other person, firm or corporation shall be asserted against the Land and Improvements and/or the Personalty;

and Note and Security Documents, as modified, and the lien imposed thereby shall, in all respects, remain first and valid and continuous lien on the Land and Improvements and Personalty and survive the recording of Transfer Documents and, Mortgagor and Beneficiary hereby ratify and confirm Note and Security Documents as modified hereby in all respects;

v). Travelers is not purchasing or continuing the business of Mortgagor and Beneficiary at Land and Improvements, is not a successor to any such business and will have no liability for

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the debts, acts or omissions of Mortgagor and Beneficiary, their respective employees or agents, and Travelers will only be liable for its own debts, acts or omissions which take place from and after the date of delivery of the Transfer Documents to it;

(b) Mortgagor and Beneficiary shall deliver possession and enjoyment of the Land and Improvements and Personalty to Travelers concurrently with the delivery to Travelers of fully executed Transfer Documents and Travelers shall thereafter have the immediate right to sell and/or transfer the same or any part thereof for its own account to the total exclusion of Mortgagor and Beneficiary;

(c) Mortgagor hereby covenants and agrees to defend, indemnify and hold Travelers harmless from and against:

i). any and all liabilities or obligations, of every kind and nature, with respect to the Land and Improvements and Personalty, incurred or accrued prior to the date of acceptance of delivery of the Transfer Documents by Travelers whether arising from acts or omissions of Mortgagor and Beneficiary, their respective agents or employees or otherwise including but not limited to all liabilities and obligations for which Mortgagor and/or Beneficiary would have been or will be liable had Mortgagor and Beneficiary not transferred title to Land and Improvements and Personalty to Travelers pursuant hereto, the Escrow Agreement and the Transfer Documents;

ii). any and all liabilities and obligations, including, but not limited to, any federal, state, county or city taxes or tax liens and assessments (other than real estate taxes and special assessments) which have attached or may, at any time, attach to the Land and Improvements and Personalty as a result of any act or omission of Mortgagor and Beneficiary up to and including the date the acceptance by Travelers of the delivery of the Transfer Document; and

iii). any and all liabilities and obligations arising from any breach of the warranties, representations,

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covenants and agreements of Mortgagor and Beneficiary contained herein.

- (d) Travelers shall have no liability for any act or neglect by Mortgagor and Beneficiary with respect to Land and Improvements and Personalty prior to the date of delivery of the Transfer Documents to Travelers and Mortgagor and Beneficiary shall have no obligation and disclaim all liability for any act or neglect by Travelers after the acceptance of delivery of the Transfer Documents to Travelers.
- (e) Mortgagor and Beneficiary shall not interfere with or oppose Travelers in, and hereby consent to any:
- i). foreclosure proceedings by court action or otherwise, or any other proceedings instituted by Travelers in connection with realizing upon the security granted pursuant to Security Documents, as modified, except that Travelers shall have no right to institute any proceedings against Beneficiary except pursuant to the Guaranty as modified hereby, Beneficiary's liability pursuant to paragraph 20. and Guaranty Note, if any; and
 - ii). action to quiet title which may be instituted by Travelers to perfect its right, title and interest in Land and Improvements.

Mortgagor and Beneficiary waive the right to a hearing in connection with any such foreclosure proceeding or other suit or proceedings, and further waive the right to require sale of Land and Improvements in any such suit to be made in parcels. If Mortgagor or Beneficiary contest Travelers' right to proceed in any suit, in addition to Mortgagor and Beneficiary being liable to Travelers for all damages which Travelers may suffer as a result thereof, Mortgagor and Beneficiary acknowledge and agree that they shall be liable to Travelers for all reasonable attorneys' fees and court costs incurred by Travelers in such suit.

- (f) In addition to the Warranties and Representations made elsewhere in this Agreement, Mortgagor represents and Beneficiary warrants and represents to Travelers, upon which warranties and representations Travelers and Title

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Company have relied and will continue to rely, that they are currently solvent and able to meet and pay their own obligations as the same mature and that they will not be rendered insolvent by virtue of the transaction contemplated herein or by the delay of the delivery of the Transfer Documents to Travelers.

- (g) Mortgagor and Beneficiary will take all steps deemed reasonably necessary by Travelers to give effect to the terms and conditions of Transfer Documents;
- (h) Travelers is required, under Section 6050J of the Internal Revenue Code, to submit to the Internal Revenue Service Mortgagor's and Beneficiary's taxpayer identification numbers in connection with the acquisition of Land and Improvements by Travelers, and Beneficiary warrants and represents that his taxpayer identification number is 323-22-1160.
- (i) If, pursuant to the Escrow Agreement, the Transfer Documents are delivered to Travelers, the Beneficiary shall deliver to Travelers:
- i). all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any and all such further instruments and documents as may be reasonably necessary, appropriate, expedient or proper, in the reasonable opinion of Travelers, in order to effectuate and complete any and all conveyances, transfers, sales and assignments herein provided;
 - ii). a certificate, under penalty of perjury, in the form of Exhibit "G" attached hereto, stating that Mortgagor and Beneficiary are not "foreign persons", as defined in Section 1445(f) of Code;
 - iii). legal opinion of Mortgagor's and Beneficiary's counsel in form and substance reasonably satisfactory to Travelers.
- (j) the execution and delivery of the Travelers Covenant in favor of the Mortgagor and Beneficiary under or related to Note and Security Documents as modified shall not

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affect the status of Note and Security Documents as modified and the right of Travelers to proceed against Beneficiary pursuant to the Guaranty, which Guaranty (as modified hereby) shall remain in full force and effect after the delivery of the Transfer Documents.

Notwithstanding the deposit of the Transfer documents in Escrow or any provision of this paragraph 11. to the contrary, Travelers reserves the right to withhold delivery of Travelers' Covenant and to elect instead to foreclose the lien of its Mortgage.

12. FINANCIAL STATEMENTS: Concurrent with the execution of the Extension and Modification, Beneficiary shall deliver to Travelers his financial statement in form satisfactory (which shall include rent receipts and receivables) to Travelers ("Approved Form") and certified by him to be true and correct in all material respects and until the Extended Maturity Date:

- (a) Beneficiary and Mortgagor shall provide monthly operating statements (including updated Rent Rolls in form of Exhibit B and rent receipts and receivables) for the Land and Improvements within fifteen (15) days after the end of each calendar month following the Date Hereof, certified by Beneficiary to be true and correct in all material respects;
- (b) Beneficiary shall provide his personal financial statement in Approved Form, certified by Beneficiary to be true and correct in all material respects, not later than fifteen (15) days after the end of each bimonthly period following the execution hereof; and
- (c) Beneficiary and Mortgagor shall provide any other financial statements Travelers may reasonably require.

To the extent the foregoing requirements are inconsistent with Paragraph 29 of the Mortgage, the foregoing requirements shall control.

13. PREPAYMENT PRIVILEGE: At any time after the Date Hereof, all amounts due to the Travelers may, upon not less than three (3) days written notice, be prepaid in full (partial prepayments are not permitted) without premium or penalty. In the event that on or prior to March 31, 1991, all amounts due to Travelers pursuant to the Loan Papers as modified hereby are paid in full, the Loan Papers, the August 29 Agreement, this Extension and Modification

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Agreement and the Transfer Documents shall be cancelled and, to the extent necessary, released of record.

14. TITLE INSURANCE, ESTOPPEL AFFIDAVIT AND LEGAL OPINION, WAIVERS OF LIEN, TITLE COMPANY ENDORSEMENT: Concurrently with the execution hereof, Mortgagor shall deliver to Travelers:

- (a) an endorsement to Ticor Title Insurance Company Policy No. 198069 issued to Travelers at the time of recording of the Mortgage (subject only to the exceptions set forth in Paragraph 1 (g) hereof and such other exceptions as may be acceptable to Travelers), dating down the title policy to the date of recording of this Extension and Modification and insuring that the lien of the Mortgage, as modified hereby, including Travelers' right to 1989 Accruals, 1990 Accruals, Tax Accruals, New Accruals and interest thereon, is a valid, enforceable, first and subsisting lien on Mortgagor's fee interest in the Land and Improvements and any additional affirmative-coverage endorsements that Travelers may specifically request.
- (b) an opinion issued by an attorney retained by Mortgagor and acceptable to Travelers in form and substance satisfactory to Travelers;
- (c) waiver of lien for all services, labor and material performed by or paid for by Beneficiary or Lake Development Construction Company.

15. PAYMENT OF FEES: Mortgagor shall pay all reasonable fees and charges occurring in connection with the preparation, approval, and recording of this Extension and Modification, including without limitation, all attorney's fees and title insurance (including UCC searches), escrow, recording and architect/engineer's fees incurred by or on behalf of Travelers. All such fees may be charged as an operating expense of the Land and Improvements.

16. MANAGEMENT FEE: Subject to the provisions hereof, Beneficiary, through a management company owned and controlled by Beneficiary, is now providing and shall continue at the request of Travelers, to provide all management services required for the operation of the Land and Improvements without charge or other reimbursement until all amount due to Travelers is paid in full.

17. GUARANTY: Beneficiary as guarantor under Guaranty Agreement of even date with the Note ("Guaranty") specifically consents to and reaffirms his obligations for the payment of

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amounts due to Travelers pursuant to the Note as modified hereby up to the maximum amounts specified in the Guaranty, subject to the following:

- (a) Beneficiary has heretofore delivered to Travelers a letter of credit issued by BELMONT NATIONAL BANK OF CHICAGO, dated August 31, 1990 and amended September 8, 1990, in the amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) having an expiration date of March 31, 1991 in favor of Travelers ("Letter of Credit"), and, concurrently with the execution hereof, Beneficiary shall cause said bank to issue and deliver to Travelers an amendment to the Letter of Credit extending the expiration date to April 30, 1991;
- (b) the obligation of Beneficiary pursuant to Guaranty in favor of Mortgagee is secured, in part, by the Letter of Credit;
- (c) if the amounts due to Travelers are not paid on the Extended Maturity Date or, if prior thereto, Mortgagor or Beneficiary shall be in default of its, his or their obligations pursuant hereto or to the Loan Papers, as modified, and such default shall continue after applicable cure periods ("Default"), Travelers shall have the right to present the Letter of Credit for payment and apply the amount received on account of the Mortgage Debt in such order of priority as it may in its sole discretion select and the obligations of Beneficiary on account of the Guaranty shall be accordingly reduced provided that Travelers may in addition thereto and concurrently therewith pursue all remedies available to it pursuant hereto and to the Loan Papers, as modified, including the Guaranty (as modified hereby) and as provided by law; and
- (d) in the event that the Mortgage Debt is not paid to Travelers on the Extended Maturity Date or if prior thereto a Default shall occur then, notwithstanding the terms and conditions of the Guaranty, the liability of Beneficiary pursuant thereto shall not exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) following the Extended Maturity Date or the occurrence of a Default, PROVIDED THAT Travelers is in receipt of the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00) either from

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the proceeds of the Letter of Credit or by payment by Beneficiary, or both, and on or before five (5) business days following the Extended Maturity Date or the date a Default shall occur, Beneficiary has executed and delivered to Travelers his note, dated as of the date of delivery thereof to Travelers, in the amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) payable to the order of Travelers and otherwise identical to Note attached hereto and made a part hereof as Exhibit "H" ("Guaranty Note").

18. RELEASE: As additional consideration for the modification of the Loan Papers, as herein provided, Mortgagor and Beneficiary hereby release and forever discharge Travelers, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, assigns and all persons, firms and corporations acting in its behalf, of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Mortgagor or Beneficiary may now have or claim to have against Travelers as of the Date Hereof, whether presently known or unknown, of every nature and extent whatsoever on account of or in any way concerning, arising out of or founded upon the Loan Papers, as modified hereby, including, but not limited to, all loss or damage of any kind heretofore sustained or which have arisen as a consequence of the transactions between Mortgagor, Beneficiary and Travelers to and including the Date Hereof, and this release and covenant by Mortgagor and Beneficiary is contractual and not a mere recital and Mortgagor, Beneficiary and Travelers acknowledge and agree that no liability whatsoever is admitted by Mortgagor, Beneficiary or Travelers, except for the indebtedness of Mortgagor due and owing to Travelers pursuant to the Loan Papers, as modified hereby, and except for the obligations of the Beneficiary as Guarantor pursuant to the Guaranty (as modified hereby) and that all agreements and understandings among Mortgagor, Beneficiary and Travelers are expressed and embodied in the Loan Papers, as modified hereby.

19. RELIEF FROM STAY PROVISION: Mortgagor and Beneficiary hereby agree, that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, including the forbearance of Travelers from exercising its rights and remedies (including foreclosure of the lien of the Mortgage) available to it under the Loan Papers, the receipt and sufficiency of which are hereby acknowledged, in the event at any time hereafter Mortgagor or Beneficiary shall:

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- (a) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended ("Bankruptcy Code");
- (b) be the subject of any order for relief issued under the Bankruptcy Code;
- (c) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors;
- (d) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator; or
- (e) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors,

then, subject to court approval, Travelers shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Travelers as provided in the Loan Papers as modified hereby and as otherwise provided by law, and Mortgagor and Beneficiary hereby waive their right to object to such relief.

20. JOINT AND SEVERAL OBLIGATIONS: Where in this Extension and Modification the Mortgagor and the Beneficiary are each obligated, all such obligations of Mortgagor and Beneficiary shall be joint and several and may be fully enforced against either Mortgagor or Beneficiary in legal proceedings without any requirement that the other party be joined as a party defendant in such proceedings. Notwithstanding anything to the contrary which may be contained herein, Beneficiary shall not be personally liable under this Extension and Modification Agreement or any of the other Loan Papers (except pursuant to the provisions of the Guaranty (as modified hereby) and the Guaranty Note, if executed) and Travelers agrees to look solely to the Land and Improvements, Guaranty (as modified hereby) and Guaranty Note, if executed, and to any other collateral heretofore, now or hereafter pledged to secure the Note, and for the payment of the sums evidenced thereby; PROVIDED, HOWEVER, that nothing contained herein shall release Beneficiary

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from and Beneficiary assumes personal liability for losses sustained by Travelers including reasonable attorneys' fees as a result of a breach of trust from misapplication of trust funds (such as security deposits and interest thereon, insurance proceeds or condemnation proceeds) which may after the Date Hereof come into the actual or constructive possession of Beneficiary, the Guaranty (as modified hereby) and Guaranty Note, if executed, and the failure to apply income generated from the Land and Improvements in the manner specified in the August 29 Agreement.

21. FAILURE OR DELAY: No failure by Travelers to exercise, or delay by Travelers in exercising, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Extension and Modification Agreement and the Loan Papers, are cumulative and not exclusive of each other or of any right or remedy provided by law or in equity. No notice to or demand upon Mortgagor or Beneficiary, in any instance, shall, in itself, entitle Mortgagor or Beneficiary to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Travelers to any other or further action in any circumstance without notice or demand.

22. BUSINESS ASSOCIATION: The Mortgagor and Beneficiary are not now nor shall they or either of them be an agent of the Travelers, for any purpose (except to collect all Rents, earnings, income, issues and profits resulting from the operation of Land and Improvements pursuant to the provisions of the August 29 Agreement) and Travelers is not now and shall not be construed to be a general partner, limited partner or venture partner or in any other manner associated in business with the Mortgagor or Beneficiary.

23. NOTICES: All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third [3rd] business day following the postmark date thereof), to Mortgagor, Beneficiary and Travelers at the addresses set forth below or to such other addresses as Mortgagor, Beneficiary and Travelers may direct in writing:

If to Mortgagor, at 111 West Washington Street, Chicago, Illinois 60602, Attn: Land Trust Department, with copies thereof to Beneficiary and to James Beard, Esq., Rudnick & Wolfe, 203 North LaSalle Street, Chicago, Illinois 60601.

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If to Beneficiary, at 310 South Michigan Avenue, Chicago, Illinois 60604, with a copy thereof to James Beard, Esq., Rudnick & Wolfe, 203 North LaSalle Street, Chicago, Illinois 60601.

If to Travelers, at One Tower Square, Hartford, Connecticut 06183, Attn: The Travelers Realty Company, with a copy to John C. Murray, Esq., The Travelers Insurance Company, 2215 York Road, Suite 504, Oak Brook, Illinois 60521.

24. GOVERNING LAW: This Extension and Modification has been negotiated, executed and delivered at Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois.

25. CONSTRUCTION: This Extension and Modification shall not be construed more strictly against Travelers than against Mortgagor and Beneficiary merely by virtue of the fact that the same has been prepared by counsel for Travelers, it being recognized that both Beneficiary and Travelers have contributed substantially and materially to the preparation of this Extension and Modification, and Mortgagor, Beneficiary and Travelers each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the others in entering into this Extension and Modification Agreement.

26. GENDER: All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

27. ENTIRE AGREEMENT: Mortgagor, Beneficiary and Travelers each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Extension and Modification, or the Loan Papers, August 29 Agreement, Escrow Agreement and Transfer Documents and any other documents executed pursuant hereto, which together, represent a complete integration of all prior and contemporaneous agreements and understandings of Mortgagor, Beneficiary and Travelers and, except to the extent modified herein, the provisions of Loan Papers are hereby ratified and confirmed.

28. BENEFIT: Except as provided herein, this Extension and Modification shall be binding upon and shall inure to the benefit of Mortgagor, Beneficiary and Travelers, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

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29. **EXCULPATION OF TRUSTEE:** This Extension and Modification is executed by Mortgagor, not personally but solely as Trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Mortgagor, its agents or employees, all such personal liability being hereby expressly waived by Travelers, Travelers' only recourse against Mortgagor being limited to Land and Improvements and the collateral or other property given as security for the payments due to the Travelers and evidenced and secured by the Loan Papers as modified herein.

IN WITNESS WHEREOF, Mortgagor, Beneficiary and Travelers have caused this Extension and Modification Agreement to be executed by their respective duly authorized officers and general partner as of the day and year first above written.

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

By: George P. Buras
Title: Regional Director

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as aforesaid

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

[Signature]
CHICAGO TITLE AND TRUST COMPANY, INC. Trustee as aforesaid and not personally,
By: [Signature] ASSISTANT VICE-PRESIDENT
And: [Signature] ASSISTANT SECRETARY

Corporate Seal

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 the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

▲▲▲▲▲
"OFFICIAL SEAL"
▲▲▲▲▲
Sheila Davenport
▲▲▲▲▲
Notary Public, State of Illinois
▲▲▲▲▲
My Commission Expires 9/21/91
▲▲▲▲▲

Given under my hand and Notarial Seal this 26 day of NOV 26 1990, 19
Sheila Davenport
Notary Public

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DINO J. D'ANGELO
Dino J. D'Angelo

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee as

Regional Director
George P. ...

By: *George P. ...*
THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

IN WITNESS WHEREOF, Mortgagee, Beneficiary and Travelers have caused this Extension and Modification Agreement to be executed by their respective duly authorized officers and general partners as of the day and year first above written.

29. EXCIPIATION OF TRUSTEE: This Extension and Modification is executed by Mortgagee, not personally but solely as Trustee pursuant to the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such trustee (and Mortgagee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as establishing any personal liability upon Mortgagee, its agents or employees, all such personal liability being hereby expressly waived by Travelers, Travelers' only recourse against Mortgagee being limited to land and improvements and the collateral or other property given as security for the payments due to the Travelers and evidenced and secured by the loan papers as modified herein.

Property of Cook County Clerk

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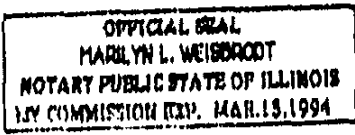
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DUPAGE
STATE OF ILLINOIS, ~~COOK~~ COOK COUNTY ss:

The foregoing instrument was acknowledged before me this 25th
day of January, 1990 by George Parnas
Regional Director of THE TRAVELERS INSURANCE COMPANY, a Connecticut
corporation.

My Commission Expires: March 13, 1994
Marilyn L. Weisbrodt
Notary Public
Marilyn L. Weisbrodt



STATE OF ILLINOIS, COOK COUNTY ss

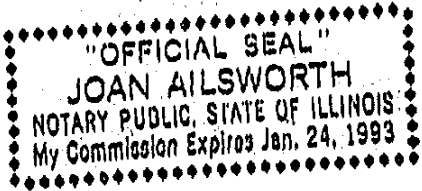
The foregoing instrument was acknowledged before me this _____
day of _____, 1990 by _____
of CHICAGO TITLE AND TRUST COMPANY, an
Illinois corporation.

My Commission Expires: _____
Notary Public

STATE OF ILLINOIS, COOK COUNTY ss

The foregoing instrument was acknowledged before me this 20th
day of November, 1990 by DINO J. D'ANGELO.

My Commission Expires: January 24, 1993
Joan Ailsworth
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2 in the County Clerk's Division of Block 52, Original Town and Wharfing Privileges according to the map thereof recorded May 10, 1878, in Book 13 of plats, at Page 90, in the Recorder's Office of Cook County, Illinois, except that part lying West of the Westerly line of the property conveyed by Deed recorded August 2, 1913, as Document No. 5,237,569 (said line also being the Westerly face of the Dock or Wharf on the East Bank of the Chicago River as shown on survey made by the City of Chicago Bureau of Surveys, dated June 18, 1913), in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-09-452-001

Volume: 510

Office of Cook County Clerk's Office

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EXHIBIT "B"

PERSONALTY

Notwithstanding anything to the contrary contained in the Extension and Modification Agreement, "Personal Property" shall not include (1) any furniture, equipment, supplies or other personal property owned by Lake Development Limited, Lake Development Construction Company or The Civic Center for Performing Arts or (2) any paintings, sculptures, art work or other personal effects located in the Land and Improvements and owned by Dino J. D'Angelo.

Inventory of Building Departments listed on attached Schedule.

Property of Cook County Clerk's Office

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Page 1 of 7
Prepared: 11/15/90

INVENTORY OF BUILDING DEPARTMENTS CIVIC OPERA BUILDING

CARPENTER SHOP LOCATED IN BASEMENT MEZZANINE AREA:

<u>Quantity</u>	<u>Equipment</u>	<u>Model #</u>
1	Craftsman 3/4 H.P. Grinder	397 19350
1	Rockwell Porta Plane	126
1	Arrow H.D. Staple Gun Kit	
1	Milwaukee Magnum Hammer Drill	5370-1
1	Stanley Butt Gauge Set (Adjustable)	
1	Sears Craftsman 12" Band Saw	113 24350
1	Rockwell 10" Table Saw	PM 1501
1	Dewalt Radial Arm Saw	R 1511
1	Rockwell Drill Press	1123
1	Rockwell 8" Jointer	37-315
1	ILCO Key Reproducing Machine	2584 5904
1	ILCO Key Reproducing Machine "Duplex"	
1	Black & Decker/Routermate	79-013
	Milwaukee Screw Shooter	6747-1 (0-2500 R.P.M.)
	7-1/4" Skilsaw	
1	Rockwell/Delta 15" Drill Press	
1	Weslock Boring Jig	B-170
1	Rockwell Laminate Trimmer	3102 HD Power Unit
2	Trimmer Bases	3101
1	Black & Decker 1 H.P. Router(22,000 RPM)	3329
1	Milwaukee Grinder/Sander 9" H.D.	8098
	w/accessories (3 wire brushes	
	(1 Rubber buffing Pad	
	(4 grinding wheels	
2	Rockwell 3" Dustless Belt Sander	
2	Stanley Routers	
	90098 M Motor Model	.02
	25,000 RPM W/82901 Router Base	.01
1	Milwaukee H.D. Jigsaw	8235
2	Milwaukee 3/8" Variable Speed Drills	
1	Makita Cordless w/2 9.6 V Batteries	8012 H.D.
	1 Hour Quick Charger	

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INVENTORY BLDG. DEPTS. 1 3 6 9

ENGINEERING DEPARTMENT:

<u>Quantity</u>	<u>Equipment</u>	<u>Make</u>
1	Arc Welder	Hobart
1	Arc Welder	Miller
2	Power Vice	Ridgid
1	Pipe Machine	Ridgid
1	Pipe Threader 1" to 2"	Ridgid
1	Pipe Threader 3/8" - 1/2" x 3/4"	Ridgid
1	Pipe Cutter	Ridgid
1	Pipe Reamer	Ridgid
1	Pipe Threaded 2-1/2" - 3" x 4"	Toledo
1	Drain Rod 1" x 120'	Ridgid
1	Tripod Drain Rod 1/2" x 60'	Ridgid
1	Drum Drain Rod 3/8" x 35'	Ridgid
1	1/2" Drill	Milwaukee
1	Saws All	Milwaukee
1	Saber Saw	Skil
1	Band Saw (Portable)	Rockwell
1	Band Saw	Dayton
1	Pressure Cleaner	Dayton
1	Boiler Tube Cleaner	Goodway
1	Parts Cleaner	Grey-Mills
1	Chiller Tube Cleaner	Wilson
1	Extension Ladder	Craftsman
1	6' Aluminium Ladder	Craftsman
1	Cutting Torch	Arleo
1	1/2" Socket Set	S & K
2	24" Pipe Wrench	Ridgid
2	18" Pipe Wrench	Ridgid
2	14" Pipe Wrench	Ridgid
1	10" Pipe Wrench	Ridgid
1	10" Monkey Wrench	Ridgid
1	Basin Wrench	Ridgid
1	Set Pipe Extractors	Ridgid
1	Set Pipe Taps	Ridgid
1	36" Pipe Wrench	Ridgid
1	3/8" Socket Set	S & K
2	Vacuums Wet & Dry	Dayton
1	Hack Saw	Dayton
1	Set Allen Wrenches	Dayton
1	One Ton Chain Hoist	CM
1	1/2" Ton Chain Puller	Lynx
1	Set Drill Bits	Triumph
1	Ton Chain Hoist	Wright
1	Grease Gun	Plews
2	Oil Cans	Plews
1	Bearing Puller	Dayton
1	Portable Air Compressor	Ingersoll-Rand
1	Oiler	Ridgid
2	Hammers	Plumb
2	Extension Cords	Dayton
1	IBM XT-PC Computer & Printer	

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INVENTORY BUILDING DEPTS 3 6 9

Page 3 of 7
Prepared: 11/15/90

SERVICE DEPARTMENT:

Mens Locker Room (Day Janitors) 23rd Floor

21	Lockers
2	Tables
6	Bench Seats
1	Small Fridgette Refrigerator about 2 Cubic Feet

Janitors Lunch Area (Day & Night Janitors) 23rd Floor

3	Tables
5	Bench Seats
1	Westinghouse Refrigerator about 10 Cubic Feet
1	3-Drawer File Cabinet
1	2-Door Supply Cabinet

Janitress Locker Room 23rd Floor

40	Lockers
2	Tables
8	Bench Seats

Open Area 23rd Floor

1	General Electric Drinking Fountain
---	------------------------------------

Service Department Suite 2300

2	Metal Desks
2	Swivel Chairs
4	4-Drawer File Cabinets
1	2-Drawer File Cabinet (wide type)
1	Large Key Cabinet 6'
1	Small Key Cabinet 2'
1	Old Royal Typewriter (manual)
1	Typewriter Stand
2	Small Metal Garbage Cans
1	Leviton Corridor Light Control System,

Paper Supply Room

1	2-Door Supply Cabinet
1	4-Drawer File Cabinet
2	2-Wheel Hand Trucks
1	4-Wheel Truck
3	Metal Lobby Sign Stands

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Page 4 of 7
Prepared: 11/15/90

INVENTORY BLDG. DEPTS. 9 1 0 4 1 3 0 7

SERVICE DEPARTMENT (CONTD.)

Open Area Between Store Rooms

2	4-Wheel Trucks
1	300 lb. scale
2	Televator Cords
1	10 lb. abc fire extinguisher
1	Wooden Cabinet
1	Small 4-Wheel Wooden Truck

Store Room West Side Across From Paper Room

1	8' Wood Ladder
1	4' Wood Ladder
1	4' Fiberglass Ladder
4	Metal Shelf Units
1	Steamer Machine & Attachments
1	2-Wheel Hand Truck
1	Old IBM Electric Typewriter
1	Manual Paper Cutter
8	Moving Blankets
2	Model M Vacuum Cleaners
1	Wet Vacuum Cleaner
3	Mop Wringers
5	Pair Rubber Boots
2	Large Metal Garbage Cans
1	4-Drawer File Cabinet
6	4-Wheel Dollies
2	Red Dollies (for desks)
2	Hand Trucks for Moving File Cabinets
2	Small 4-Wheel Trucks
2	Small Electric Heaters
1	5 Gallon Gas Can

Various buckets, brooms, shovels, mops, dust pans, dusters, cleaning fluids, etc.

Store Room West Side Across From Office Desks

1	5' Metal Table
2	Metal Shelf Units
5	Moving Blankets
1	2-Door Supply Cabinet
4	4-Wheel Dollies
4	Small Box Fans
1	50' Garden Hose for Flowers
1	Projection Stand on Wheels
1	Portable Chalk Board
16	10 lb. abc Fire Extinguishers
5	5 lb. abc Fire Extinguishers
1	Portable Movie Screen
1	Small Electric Heater
1	5 Gallon Gas Can
8	Janitor Winter Coats

Various brooms, shovels, buckets, mops, dust pans, rags, cleaning fluids, etc.

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03/27/2013

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Page 5 of 7
Prepared: 11/15/90

INVENTORY BLDG. DEPTS. 4 3 6 9

SERVICE DEPARTMENT (CONTD.)

Room 611

1 10' Wood Ladder

Room 810

1 Wood Podium
38 Plastic Colored Stack Chairs
8 Blue Metal & Vinyl Chairs
4 Black Metal & Cloth Chairs
11 Gold Plastic Stack Chairs
1 Large Chalk Board
7 8' Metal Folding Tables
3 6' Metal Folding Tables
1 Wood Projection Stand

7th Floor South Fan Room

1 Gasoline Powered Sidewalk Vacuum

Snow Plow Room

1 Manual Salt Spreader
1 Gasoline Self-Propelled Snow Plow with Blade
1 Gasoline Self Propelled Snow Plow With Large Brush
1 5 Gallon Gas Can

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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INVENTORY BLDG. DEPTS.

ELEVATOR MAINTENANCE DEPARTMENT

<u>TYPE</u>	<u>MAKE</u>	<u>SERIAL #</u>
<u>43rd Floor Shop:</u>		
Drill Press	Delta	447213
Meta Lathe	Logan	40340
Bench Grinder	Dayton	27098 B
17-1/2 Ton Hyd. Gear Puller	OTC	Y152C
3-Jaw Gear Puller	OTC	-
Arc Welder	Miller	271083
3/8" Electric Hand Drill	Millwaukee	005149615
Socket Set 1/2" to 1-1/8" (32 pc.)	Craftsman	
Electric Hand Drill 1/2"	Black & Decker	7270
3/8" Cordless Drill	Black & Decker	53894852
1-1/2-Ton Screw Jack		
1-1/2-Ton Screw Jack		
12-Ton Hyd. Jack	Dayton	10-11772
12-Ton Hyd. Jack	Dayton	2-50431
6-Ton Machinery Dolly	Marlon	
3-Ton Hoist Chain	Coffing	FQ3833J
3-Ton Hoist Chain	Coffing	FQ4135J
3-Ton Hoist Chain	Coffing	FG9966C
3-Ton Hoist Chain	Coffing	FG4060H
1-1/2-Ton Hoist Chain	C-M	BAK 150
1-Ton Hoist Chain	Tugit	275
1-Ton Hoist Chain	Tugit	1167
Electric Orbital Saw	Rockwell	49148
Tap & Die Set	Craftman	952151
Bolt Cutter	H-K Porter	Size "0"
Cable & Bolt Cutter	H-K Porter	5 T-N
Cable & Bolt Cutter	H-K Porter	5 T-N
1000 Electrical MCM Cable Cutter	T & F	
Small Bolt Cutter	H-K Porter	No. 15
20 FT Alum. Extension Ladder Type No. 1		
Tape Machine (elevator music)	3-M	25119
Tape Machine (elevator music)	3-M	311532
A-C Amp. Meter	Amprobe	8296
A-C Amp. Meter	Amprobe	110833
Relay Tester	Executive	17465
Tube Checker	Sencore	462590
Multi-V.O.M. Meter	Triplet	12503
Phase Sequence Tester	Knopp	
Dial Indicator	K-3	
Hand Tachometer	Stricht	561074
Hand Tachometer	Metron	4765
High Voltage Probe	Simpson	
Vibrotest Insullation Test	Assoc Research	2014031
Embossing Tool	Dymo	1550
Tachometer	Foxboro	130719
Recording Amprobe	Ambrose	00321-A15
Torque Wrench	O-T-C	

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Page 1 of 7
Prepared: 11/15/90

INVENTORY BLDG. DEPTS. 3 6 9

ELEVATOR MAINTENANCE DEPARTMENT

<u>TYPE</u>	<u>MAKE</u>	<u>SERIAL #</u>
<u>43rd Floor Shop (CONTD.)</u>		
Engraving Tool	Dremel	
Propane Torch - w/2 - 20 lb. Tanks		
Parts Washer	Graymills	SN11-89 PL422A
Volt OH.M. Amp. Meter	Fluke	8020B
Small Hand Cable Cutters	H-K Porter	PC #0106MS
Metal Punch (Stud Const.)		
Tap Con Set/w Drill		
Heat Gun	Master Appliance Corp	HG 501
Johnson Bar		
Drill Index #1 to #90		
Drill Index 1/16" to 1/2" by 1/64		
3/8" Cordless Driver Drill	Makita	8910 155108
18 ft. Ext. Ladder		
3 ft. Step Ladder - Alum.		
3 ft. Step Ladder - Wood		
5 ft. Step Ladder - Wood		
6 ft. Step Ladder - Wood		
8 ft. Step Ladder - Wood		
Three 2-Wheel Push Trucks		
4-Wheel Push Truck		
4-Wheel Push Box Truck		
Special Steel Plate 1" Thick w/holes for 5/8" Crossboys used for Cabling Cars - Called Banjo		
Tablevise Hi Duty Swivel	Paramo	#6 - 6"
Tablevise Heavy Duty	C-Parker	#4X
Table Pipe Vise Swivel	C-Parker	#87 3-1/2"
Two Clamp on Vises 3"		
<u>45th Floor:</u>		
2-Ton Electric Hoist Chain	Coffing Wright	155613 B-B
3-Ton Chain Hoist		
<u>13th Floor Fan Room:</u>		
1-Ton Chain Hoist	Wright	
<u>44th Floor Machine Room:</u>		
6 ft. Step Ladder - Wood		
<u>24th Floor Machine Room:</u>		
6 ft. Step Ladder - Wood		
<u>17th Floor Machine Room:</u>		
6 ft. Step Ladder - Wood		
<u>1st Floor Lump Storage Room:</u>		
6 ft. Step Ladder - Wood		

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EXHIBIT "C"

BUILDING MATERIALS

None

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EXHIBIT "D"

RENT ROLL

SCHEDULE OF NEW LEASES

Property of Cook County Clerk's Office

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PAID 10/7
Prepared: 11/19/90

RENT DECEMBER 1, 1990	TENANT NAME	AMOUNT IN DEFAULT 11/19/90	CIVIC OPERA BUILDING				ESC-EXPENS	LSI-CPI RATE	AREA GARTHEE RENT/BL	LEASE TERM START	LEASE TERM END	BASE YR FOR ESC
			MONTH	RENT	STORAGE	ESCAPE						
TOTALS	N. 46											
0001	COMMONWEALTH EDISON	30.00	31402.00	30.00	30.00	30.00	30.00	30.00	01/01/80	01/01/81	NO ESC.	
0002	LYRIC OPERA-BASERMENT	30.00	35000.00	30.00	30.00	30.00	30.00	30.00	08/01/79	08/01/80	NO ESC.	
0003	HINKLEY SCHWITT	30.00	350.00	30.00	30.00	30.00	30.00	30.00	12/01/80	12/01/81	NO ESC.	
0101	YOON R & O	30.00	32000.00	30.00	30.00	30.00	30.00	30.00	05/01/80	05/01/81	NO ESC.	
0103	BALDWIN PIANO CO	3733.68	35816.67	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0105	SHAFFER B & G	31907.48	31625.00	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0107	CURRENCY EXC JU N RA	30.00	317.00	30.00	30.00	30.00	30.00	30.00	01/01/80	01/01/81	NO ESC.	
0200	LYRIC OPERA	3920.15	38028.75	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0209	MORRY'S SEVEN	30.00	35833.34	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0218	BYRNE BYRNE & CO	30.00	35529.71	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0234	BYRNE BYRNE & CO	37302.63	35329.21	30.00	30.00	30.00	30.00	30.00	07/01/84	07/01/85	NO ESC.	
0446	DALLMEYER SYSTEMS	30.00	3950.75	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0458	CHICAGO CONSULT	317.26	31191.74	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0500	CARLE & WIRELESS	30.00	36728.36	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0518	PAPER SYSTEMS, INC.	30.00	3731.67	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0530	KELLY AND ELLIOTT	30.00	34993.50	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0540	WEISS HOWARD	30.00	3503.84	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0542	HEIFETZ, ELMER N	30.00	3581.17	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0546	DIGINET COMMUNICATE	3236.28	31447.94	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0548	HEAD CLIFTON	3638.75	3680.63	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0550	AVA INSURANCE AGENCY	30.00	3630.30	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0552	MCPIERSON, MARY ASSO	30.00	3525.82	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0556	ITZ EXECUTIVE SEARCH	3927.25	3237.42	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0562	CAPITAL STRATEGY	34373.55	3322.92	30.00	30.00	30.00	30.00	30.00	04/01/86	04/01/87	NO ESC.	
0504	LINDER, WILLIAM INC	379.11	3635.25	30.00	30.00	30.00	30.00	30.00	04/01/82	04/01/83	NO ESC.	
0386	YARLINE FRAME	30.00	3820.01	30.00	30.00	30.00	30.00	30.00	04/01/82	04/01/83	NO ESC.	
0575	MC GEE MM	3116.69	3300.31	30.00	30.00	30.00	30.00	30.00	07/01/81	07/01/82	NO ESC.	
0614	TELEPHONE NETWORK	30.00	3444.95	30.00	30.00	30.00	30.00	30.00	03/01/84	03/01/85	NO ESC.	
0622	WEST MICROWAVE	32651.52	3117.33	30.00	30.00	30.00	30.00	30.00	11/01/84	11/01/85	NO ESC.	
0626	AMERICAN SHUREOM	340.45	3104.62	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	
0640	VOICECOM	37113.50	34254.50	30.00	30.00	30.00	30.00	30.00	08/01/80	08/01/81	NO ESC.	

TERMINATED LEASES \$621.56 \$204.32 \$1091.00 30.00 4120

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Date of Report: 11/19/80

RENTS - DECEMBER 1, 1979	TENANT NAME	AMOUNT IN DEPOSIT 11/19/80	CIVIC OPERA MONTHLY RENT	BUILDING STORAGE	EST-EXPENSE EST-01	RATE	AREA AVAILABLE	LEASE TERM START	END	% FOR ESC FOR ESC
TOTALS R. 4		30.00	5525.00	30.00	31621.00	30.00	1044	01/01/80	03/03/80	0.0018 1983
0200 RIB INTERNATIONAL		30.00	3270.00	30.00	359.00	30.00	1870	02/01/81	02/01/81	0.0024 1983
0221 THEATRE STAGE UNION		30.00	5667.14	30.00	30.00	30.00	593	10/01/81	M TO M	0.0078 1981
0228 DIVERSEY MEDICAL		30.00	5105.88	30.00	5206.00	30.00	1122	10/01/80	02/03/80	0.0014 1983
0230 BEMIS CO		30.00	3132.00	30.00	3134.00	30.00	1039	02/01/81	02/01/81	0.0013 1983
0244 CASTINGER REES WALKER		30.00	3272.37	30.00	3205.00	30.00	1616	01/01/81	02/11/80	0.0012 1987
0244 HENNSTEIN & BROWN		30.00	3230.00	30.00	30.00	30.00	1442	06/01/81	02/11/80	0.0012 1987
0250 VENEZUELA CONSULATE		30.00	3428.00	30.00	3407.00	30.00	1128	07/01/82	02/03/80	0.0018 1981
0260 JANNAYIA BEAY		30.00	3285.00	30.00	387.00	30.00	1425	08/01/81	01/01/81	0.0018 1986
0260 CULL, PRIESTES SOL		30.00	3487.00	30.00	3675.00	30.00	1100	10/01/82	02/03/80	0.0019 1986
0270 BUSINESS PUBLICATION		30.00	3282.00	30.00	3281.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0271 WALKER STORES, INC.		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0280 LYRIC OPERA		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0290 JOINT REVIEW COMMITTEE		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0296 LUMBERHENS		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0296 CHARTER NETWORK CO		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0297 METRO FIBER SYSTEMS		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0298 ROCKWOOD CO		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
0298 ROCKWOOD CO-STORAGE		30.00	3282.00	30.00	30.00	30.00	1132	09/01/82	01/01/81	0.0027 1984
1000 HILL EDR RELATNS ED		30.00	3085.17	30.00	3161.00	30.00	622	04/01/82	02/03/80	0.0018 1984
1010 BRAZIL CONSUL		30.00	3085.17	30.00	3161.00	30.00	622	04/01/82	02/03/80	0.0018 1984
1040		30.00	31734.06	30.00	30.00	30.00	11444	08/01/81	08/03/80	0.0143 1988
1100 KELOD CIV MENCK		30.00	33372.75	30.00	3081.00	30.00	30924	08/03/81	08/03/80	0.0387 1984
1100 TRAVELERS RELCO CO		30.00	33372.75	30.00	3081.00	30.00	30924	08/03/81	08/03/80	0.0387 1984
1200 LOCHNER, H W INC.		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1221 THOMPSON & ASSOC		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1234 SCHULER & SHOOK		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1244 HEIZER CORP		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1249 CHICAGO HEART		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1290 ABCOMP		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1325 TICOM CORP		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1330 DALEIDEN THOMPSON		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1340 AMERICAN FUJI FIRE &		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1341		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1345		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1349 COUNSELING SERVICE		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
1350 MUTUAL MARINE		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
TERMINATED LEASES		30.00	3085.88	30.00	3106.00	30.00	10924	08/03/81	08/03/80	0.0387 1984
TOTALS		30.00	52278.01	30.00	52278.01	30.00	15461			0.0348

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RENTS - DECEMBER 1, 1990

UNIT	TENANT NAME	AMOUNT IN DEFAULT	MONTHLY RENT	STORAGE	LSC-EMPENSE	ESC-C.P.-I	HAVE	RENTABLE	AREA	LEASE TERM	START	END	* FOR ESC	BASE FOR LSA
TOTALS	R. 30	11/1979												
1363	HUSSE & BUSSE, P.C.	\$485.00	\$30.00	\$30.00	\$295.00	\$0.00	\$10.00	2314	10,013.00	3-03-90	10,013.00	3-03-90	0.0029	1987
1370	MC BREEN PETER	\$320.93	\$30.00	\$0.00	\$180.00	\$0.00	\$0.00	8077	107,017.00	3-03-90	107,017.00	3-03-90	0.0078	1988
1401	ALYORD BURDICK	\$0.00	\$10818.00	\$104.50	\$648.00	\$0.00	\$0.00	7071	890001	3-03-28	890001	3-03-28	0.0089	1988
1416	NEW YORK LIFE	\$0.00	\$6934.97	\$0.00	\$226.00	\$0.00	\$0.00	7112	880801	3-03-31	880801	3-03-31	0.0047	1988
1426	ALYORD BURDICK	\$0.00	\$1322.54	\$0.00	\$139.00	\$0.00	\$0.00	1218	890001	3-03-28	890001	3-03-28	0.0019	1988
1434	MICRO PRODUCTS	\$0.00	\$504.22	\$0.00	\$29.00	\$0.00	\$0.00	1278	87,011.00	3-03-30	87,011.00	3-03-30	0.0018	1988
1441	CARLSON & ASSOC	\$918.83	\$647.08	\$0.00	\$33.00	\$0.00	\$0.00	222	881101	3-03-30	881101	3-03-30	0.0007	1988
1442	FORBES, INC	\$2366.97	\$118.33	\$0.00	\$116.00	\$0.00	\$0.00	1271	890001	3-03-30	890001	3-03-30	0.0016	1988
1444	HALE TEMPORARY SER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	890501	3-03-30	890501	3-03-30	0.0000	1988
1447	HARBOR CAPITAL ADV	\$0.00	\$825.10	\$40.52	\$71.00	\$0.00	\$0.00	222	88,017.00	3-03-31	88,017.00	3-03-31	0.0007	1987
1449	MANAPRINT, INC	\$9.13	\$817.92	\$0.00	\$139.00	\$0.00	\$0.00	1109	107,017.00	3-03-30	107,017.00	3-03-30	0.0014	1987
1450	BUTTONWOOD RESEARCH	\$21.08	\$1176.17	\$38.39	\$183.00	\$0.00	\$0.00	664	88,017.00	3-10-91	88,017.00	3-10-91	0.0007	1988
1458	CHGO SOC ASSN EXEC	\$183.72	\$338.76	\$71.72	\$284.00	\$0.00	\$0.00	288	88,017.00	3-03-31	88,017.00	3-03-31	0.001	1988
1485	SOURCEMARK SERVICES	\$0.00	\$2021.98	\$0.00	\$52.00	\$0.00	\$0.00	1252	890001	3-03-28	890001	3-03-28	0.0028	1987
1478	ARMY TIMES PUB	\$0.00	\$1320.85	\$0.00	\$22.00	\$0.00	\$0.00	823	880701	3-03-30	880701	3-03-30	0.0018	1988
1475	JOHNSON, HOWARD & CO	\$333.14	\$8594.19	\$0.00	\$67.00	\$0.00	\$0.00	1976	89,017.00	3-03-30	89,017.00	3-03-30	0.001	1988
1509	ASSN HOME APPLIANCE	\$0.00	\$1359.00	\$0.00	\$219.00	\$0.00	\$0.00	1012	88,017.00	3-03-31	88,017.00	3-03-31	0.0117	1988
1520	REINSURANCE CORP N Y	\$0.00	\$328.54	\$0.00	\$80.00	\$0.00	\$0.00	1929	898201	3-03-31	898201	3-03-31	0.0024	1989
1526	ATHLONE INTERMEDIARY	\$10339.49	\$1839.80	\$0.00	\$45.00	\$0.00	\$0.00	1094	898101	3-03-30	898101	3-03-30	0.0014	1989
1529		\$0.00	\$328.15	\$0.00	\$547.00	\$0.00	\$0.00	2300	87,017.00	3-03-31	87,017.00	3-03-31	0.001	1988
1540	DAVID & HERNSTEIN	\$0.00	\$537.75	\$0.00	\$0.00	\$0.00	\$0.00	291	880301	3-03-28	880301	3-03-28	0.00036	1988
1541	EXPRESS CONVENIENCE	\$0.00	\$1872.72	\$0.00	\$44.00	\$0.00	\$0.00	648	880201	3-03-31	880201	3-03-31	0.00091	1988
1548	GREAT LAKES CRUISING	\$0.00	\$293.72	\$0.00	\$137.00	\$0.00	\$0.00	1205	881101	3-03-31	881101	3-03-31	0.00079	1988
1544	MORTON INTERNATIONAL	\$0.00	\$200.70	\$0.00	\$0.00	\$0.00	\$0.00	1008	87,017.00	3-03-31	87,017.00	3-03-31	0.0005	1987
1549	BARBER SHOP	\$0.00	\$256.54	\$0.00	\$0.00	\$0.00	\$0.00	1008	891001	3-03-30	891001	3-03-30	0.00038	1989
1550	AIFSO	\$0.00	\$745.92	\$78.21	\$160.00	\$0.00	\$0.00	813	12,017.00	3-03-30	12,017.00	3-03-30	0.00029	1983
1575	AMER ASSN MED ASST	\$1824.20	\$1307.82	\$0.00	\$689.00	\$0.00	\$0.00	10219	87,017.00	3-03-31	87,017.00	3-03-31	0.00072	1984
1600	LANIER WORLDWIDE INC	\$0.00	\$6725.92	\$0.00	\$1179.00	\$0.00	\$0.00	4340	87,017.00	3-03-31	87,017.00	3-03-31	0.0004	1984
1618	LANIER WORLDWIDE INC	\$0.00	\$533.50	\$0.00	\$0.00	\$0.00	\$0.00	291	88,017.00	3-03-31	88,017.00	3-03-31	0.0004	1984
1631	STREMMEL, DAVID H	\$59.31	\$840.40	\$0.00	\$167.00	\$0.00	\$0.00	273	88,017.00	3-03-31	88,017.00	3-03-31	0.00072	1984
1632	LANIER WORLDWIDE INC	\$8594.27	\$3944.88	\$0.00	\$897.00	\$0.00	\$0.00	2889	880901	3-03-31	880901	3-03-31	0.00072	1984
1642	GRAPHNET, INC	\$0.00	\$0.00	\$0.00	\$02.00	\$0.00	\$0.00	2889	880901	3-03-31	880901	3-03-31	0.00072	1984
1645		\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1041	880901	3-10-91	880901	3-10-91	0.00002	1987-1988
1652	MARLIN PROPERTIES	\$206.28	\$650.63	\$0.00	\$106.00	\$0.00	\$0.00	1093	881201	3-11-90	881201	3-11-90	0.0003	1983-1984
1700	LOSS PUKIALSKI	\$0.00	\$472.71	\$74.09	\$288.00	\$0.00	\$0.00	872	880911	3-03-28	880911	3-03-28	0.00037	1988
1709	CHRISTIAN COMMUNICA	\$0.00	\$468.00	\$0.00	\$0.00	\$0.00	\$0.00	736	880901	3-03-31	880901	3-03-31	0.00037	1990
1711	BOROME, LIONEL R	\$0.00	\$1158.34	\$0.00	\$0.00	\$0.00	\$0.00	2889	880901	3-03-31	880901	3-03-31	0.00037	1990
TERMINATED LEASES		\$46420.40						8843					0.09775	
TOTALS		\$66510.07	\$128372.15	\$672.72	\$16490.00	\$1237.06	\$0.00	8843						

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Office

1980-1981
 CONTRACT 11-1980

RENT - DECEMBER 1, 1980	AMOUNT IN DEFAULT	CIVIC OPERA BUILDING	ESC EXPENSE EST-C.P.I. RATE	AREA ACQUIRED	LEASE TERM	% FOR LSC	BASE 1% FOR LSC
ROL #	TENANT NAME	STORAGE	EST-C.P.I. RATE	START	END		
1714	LAKE SHORE STEEL	30.00	30.00	3144	310630	0.0015	1984
1721	MID-AMERICA LEGAL	30.00	30.00	322	320831	0.0015	1985
1722	PROFIT SHARING CONDC	30.00	30.00	322	320831	0.0015	1985
1725	K-111 PRESS INC	30.00	30.00	322	320831	0.0015	1985
1728	RYAN TRAVEL BUREAU	30.00	30.00	322	320831	0.0015	1985
1729	OMARA LAWRENCE	30.00	30.00	322	320831	0.0015	1985
1731	INNKEEPERS, INC	30.00	30.00	322	320831	0.0015	1985
1734	MARKET IDENT	30.00	30.00	322	320831	0.0015	1985
1740	MC DOWELL & PIASECKI	30.00	30.00	322	320831	0.0015	1985
1741	ASSET FINANCIAL SERV	30.00	30.00	322	320831	0.0015	1985
1749							
1750							
1760	ORGANIZATIONAL PSYCH	30.00	30.00	322	320831	0.0015	1985
1765	DESIGN BUSINESS PRIN	30.00	30.00	322	320831	0.0015	1985
1769	RAMASEAN NURSING SER	30.00	30.00	322	320831	0.0015	1985
1775	SHEA HARRY F & CO	30.00	30.00	322	320831	0.0015	1985
1775	SHEA HARRY F	30.00	30.00	322	320831	0.0015	1985
1800	MYERS-BAKER	30.00	30.00	322	320831	0.0015	1985
1820	BROWN PRINTING CO	30.00	30.00	322	320831	0.0015	1985
1831	FELDMAN, TODD	30.00	30.00	322	320831	0.0015	1985
1832	SEABOARD SURETY	30.00	30.00	322	320831	0.0015	1985
1833	PRINCIPAL FINANCIAL	30.00	30.00	322	320831	0.0015	1985
1838	CLUB CAR, INC	30.00	30.00	322	320831	0.0015	1985
1839	LO-AD COMMUNICATIONS	30.00	30.00	322	320831	0.0015	1985
1836	BROWNSON REIMUS	30.00	30.00	322	320831	0.0015	1985
1837	WARD JAMES J	30.00	30.00	322	320831	0.0015	1985
1845	ST LAURENT, GEORGES	30.00	30.00	322	320831	0.0015	1985
1844	ROBBINS TERRY L	30.00	30.00	322	320831	0.0015	1985
1849	FITZPATRICK, THOMAS	30.00	30.00	322	320831	0.0015	1985
1860	SEABOARD SURETY CO	30.00	30.00	322	320831	0.0015	1985
1862	BROWN, E H ADVERTISE	30.00	30.00	322	320831	0.0015	1985
1909	RASKIN SERVER BERKE	30.00	30.00	322	320831	0.0015	1985
1918	HACBARTH A E ASSOC	30.00	30.00	322	320831	0.0015	1985
1978	ASSOCIATED MARKETING	30.00	30.00	322	320831	0.0015	1985
1972	LONGAHEE-CARTON	30.00	30.00	322	320831	0.0015	1985
1975	JANMOTTA BEAY	30.00	30.00	322	320831	0.0015	1985
TERMINATED LEASES							

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 Worksheet 11/19/94

RM #	RENTAL NAME	RENTAL PERIOD	CIVIC OPERA BUILDING		AREA		GLASS TUBS		A FORM
			MONTHLY RENT	STORAGE	EMPLOYEE	ESCAPE	ESCAPE	ESCAPE	
TOTALS	VACANT	11/19/94							
1918	VACANT	11/19/94							
1919	AMERICAN HERITAGE	12-94	\$1114.34	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1920	ENGLER, WILLIAM	12-94	\$1170.50	\$55.75	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1921	NEW YORK LAW PUBLISH	12-94	\$533.50	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1922	AMER FIN FOR BLIND	12-94	\$252.25	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1923	GROUP PLAN ADMIN	12-94	\$182.25	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1924	ILL STATE CHAMBER	12-94	\$184.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1925	ILL STATE CHAMBER	12-94	\$1219.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1926	ILL STATE CHAMBER	12-94	\$2446.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1927	CHRISTIAN COMMUNICA	12-94	\$1214.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1928	FARBELL J T & ASSOC	12-94	\$1214.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1929	VACANT	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1930	LEVY, LEONARD	12-94	\$437.13	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1931	WILLIAMS & MONTGOM'Y	12-94	\$4840.53	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1932	WILLIAMS & MONTGOM'Y	12-94	\$48426.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1933	VACANT	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1934	TRAVEL TRENDS	12-94	\$1133.13	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1935	PREYIS CRAIG A	12-94	\$1133.50	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1936	TRANSITANK CAR CORP	12-94	\$1874.54	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1937	PLUMWOOD COMP	12-94	\$955.17	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1938	BAORE, TANGER ASSOC	12-94	\$1335.07	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1939	VACANT	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1940	BENNETT WALTER	12-94	\$1526.76	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1941	TERRELL WEISS SUGAR	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1942	DISTRIBUTORS INST	12-94	\$425.20	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1943	MAPLE LEAF AGENCY	12-94	\$700.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1944	VACANT	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1945	EMPLOYER PLAN ADMIN	12-94	\$12.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1946	WARNER DUPLICATION	12-94	\$12.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1947	VACANT	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1948	ALABAMA TRADING CORP	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1949	MORIARTY & FOX	12-94	\$1759.46	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1950	ROMAC & ASSOCIATES	12-94	\$1208.63	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1951	SURPLUS REHEED	12-94	\$3890.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1952	SURPLUS RECORD-CPJ	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1953	KENNETH A COMPANY	12-94	\$14229.31	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1954	STAFFORD, PAUL	12-94	\$18200.21	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1955	ILL. NURSING ASSN	12-94	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
1956	AVA INSURANCE ACORP	12-94	\$4834.37	\$0.00	\$0.00	\$22.00	\$0.00	210031	0.0012 1993
TOTALS			\$60318.73	\$18627.57	\$887.16	\$24222.00	\$114.00	133033	0.0012 1993

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Prepared: 11/19/84

RENT - DECEMBER 1, 1988	TENANT NAME	AMOUNT IN DEFAULT 12/19/88	CIVIC OPERA BUILDING	ESC-EXP	ESC-CPI	DATE	AREA ACQUITTED	LEASE START	ELIGIBLE	% FOR ESC	YEAR FOR ESC
			MONTH RENT	STORAGE			PORTABLE		END		
TOTALS ROW 45											
2610	MULLIGAN & ASSOC.	\$0.00	\$3661.38	\$0.00	\$0.00	12/01/83	252	12/01/83	201130	0.0028	1983
2617	LASE DEVELOP ENTERPR	\$30330.24	\$217.00	\$0.00	\$0.00	12/01/83	1462	9/01/81	511231	0.0018	1983
2620	MULLIGAN & ASSOC.	\$0.00	\$2822.26	\$0.00	\$0.00	12/01/83	4000	8/29/81	1001231	0.0014	1983
2710	GROUP ADMIN. AGENCY	\$0.00	\$9681.00	\$224.66	\$0.00	12/01/83	3304	9/01/81	520331	0.0066	1983
2710	BARRINGTON HART INC	\$0.00	\$1013.24	\$0.00	\$0.00	12/01/83	342	8/29/81	520331	0.0066	1983
2720	MARCAP CORPORATION	\$0.00	\$6290.24	\$522.00	\$0.00	12/01/83	1022	9/01/81	520331	0.0066	1983
2800	MUSTIK-HUIZENGA	\$0.00	\$4202.84	\$91.33	\$0.00	12/01/83	1220	8/29/81	520331	0.0066	1983
2807	RICHARD COBURN	\$32.78	\$737.22	\$0.00	\$0.00	12/01/83	1315	8/29/81	520331	0.004	1983
2850	HEIDRICK PARTNERS	\$51262.41	\$7325.00	\$0.00	\$0.00	12/01/83	6100	9/01/81	2000131	0.0102	1983
2900	SHAHEN LINDBERG	\$0.00	\$10622.57	\$493.09	\$0.00	12/01/83	1027	8/29/81	520331	0.0066	1983
2917	SHAHEN LINDBERG	\$0.00	\$2925.83	\$0.00	\$0.00	12/01/83	1928	9/01/81	520220	0.0023	1983
2920	WARD HOWELL INTL.	\$0.00	\$2815.84	\$41.35	\$0.00	12/01/83	468	8/21/81	521130	0.0047	1983
3000	OLSON & HIERL	\$0.00	\$7245.50	\$0.00	\$0.00	12/01/83	0	8/21/81	521130	0.0028	1983
3010	LASER STEPHEN A ASSO	\$0.00	\$3651.72	\$0.00	\$0.00	12/01/83	2286	11/01/83	521131	0.0027	1983
3020	STANDARD REGISTER	\$0.00	\$9497.77	\$0.00	\$0.00	12/01/83	5088	8/29/81	520731	0.00573	1983
3100	INT'L ASSN DEFENSE	\$0.00	\$8362.24	\$206.21	\$0.00	12/01/83	488	11/01/83	521041	0.0026	1983
3110	MCFEELY WACKERLE JET	\$4144.08	\$3247.29	\$0.00	\$0.00	12/01/83	160	8/29/81	510231	0.0027	1983
3114	BENSINGER DUPONT	\$0.00	\$2824.25	\$0.00	\$0.00	12/01/83	1308	8/29/81	520331	0.0016	1983
3200	LOTSOFF CAPITAL	\$0.00	\$1078.71	\$0.00	\$0.00	12/01/83	5083	8/29/81	520731	0.0071	1983
3220	FRIEDLAND & MARCUS	\$6638.87	\$2243.38	\$0.00	\$0.00	12/01/83	1437	8/29/81	500630	0.0018	1983
3223	LOCAL AREA TELECOM	\$0.00	\$2734.19	\$0.00	\$0.00	12/01/83	1455	8/29/81	520930	0.0018	1983
3230	JAMBITA BEAY & ASSOC	\$0.00	\$6337.74	\$0.00	\$0.00	12/01/83	3524	9/06/81	520630	0.0049	1983
3300	BLANDIN SALES	\$0.00	\$8585.11	\$0.00	\$0.00	12/01/83	5078	8/29/81	520930	0.0063	1983
3310	PAINE MAURICE T	\$0.00	\$976.30	\$0.00	\$0.00	12/01/83	542	8/29/81	521231	0.0063	1983
3312	LAKIN ASSOC	\$0.00	\$1011.24	\$0.00	\$0.00	12/01/83	542	8/29/81	520930	0.0063	1983
3330	GALFENNY GARN ROGHE	\$0.00	\$1151.42	\$0.00	\$0.00	12/01/83	673	8/29/81	520930	0.0068	1983
3400	NOBLE LOWMEYER INC	\$0.00	\$1339.25	\$0.00	\$0.00	12/01/83	4777	8/29/81	520430	0.00649	1983
3408	NOBLE LOWMEYER INC	\$0.00	\$339.00	\$0.00	\$0.00	12/01/83	1088	8/29/81	100531	0.006	1983
3416	SMART & ASSOC	\$0.00	\$187.51	\$0.00	\$0.00	12/01/83	977	8/29/81	100531	0.0012	1983
3450	WILLIAMS BOTT KRUHL	\$0.00	\$820.17	\$0.00	\$0.00	12/01/83	534	12/01/83	521130	0.0041	1983
3500	NATIONAL AUTOMATIC	\$0.00	\$1249.26	\$0.00	\$0.00	12/01/83	4291	8/29/81	000430	0.0086	1983
3550	HOWE MUTTON	\$133.70	\$8053.19	\$86.28	\$0.00	12/01/83	4219	10/01/83	521031	0.0053	1983
3550	HOWE MUTTON (3523)	\$0.00	\$3431.25	\$0.00	\$0.00	12/01/83	1030	8/29/81	521031	0.002	1983

TERMINATED LEASES

\$2720.55
 \$6595.29
 \$177225.28
 \$1468.37
 \$39485.00
 \$228.00
 \$1461.8



SCHEDULE OF LEASES
EFFECTIVE MAY 1, 1990 TO-DATE

LEASE DATE	EFFECTIVE DATE/TERM	SUITE OR STRM NO.	SQ.FT.	TENANT NAME	STATUS
04/19/90	05/01/90 2 yrs/3 mos	4444	1,450	Attorney Assistance Associates, Ltd.	New Tenant
03/06/90	05/01/90 5 years	2420	4,698	FMA of Chicago, Inc. d/b/a Romac & Associates	Relocation/Expansion
04/12/90	05/01/90 5 years	1160	30,924	The Travelers Relocation Company (now known as Genesis Relocation Company)	Renewal
Amend #1 08/18/90	05/01/90 5 years	Strm G	322		
05/31/90	06/01/90 5 years	2240	2,072	Bjork, Tanzer & Associates, Ltd.	Renewal
Amend #1	09/01/90 4 yrs/2 mos	Strm 222B	70		New
05/14/90	07/01/90 5 years	1920	1,355	Associated Marketing Research, Counsel and Development Corp.	Relocation/Expansion
Amend #1 05/14/90	07/01/90 5 years	Strm 23B	50		Renewal
06/26/90	07/01/90 3 yrs/2 mos	1711	736	Lionel M. Bonone	Accommodation
06/01/90	07/01/90 1 yr/1 mo	1931	291	David H. Strenzel & Company	New Tenant
Amend #4 06/07/90	07/01/90 2 years	3230	3,974	Jamotta, Bray & Associates, Inc.	Additional Space
Amend #5 06/07/90	07/01/90 2 years	3785	2,223	& Associates, Inc.	Additional Space
Amend #3 5/14/90	06/01/90 2 yrs/1 mo	Strm 225I	330		New

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Page 2 of 4
Prepared: 11/15/90

<u>LEASE DATE</u>	<u>EFFECTIVE DATE/TERM</u>	<u>SUITE OR STRM NO.</u>	<u>SQ. FT.</u>	<u>TENANT NAME</u>	<u>STATUS</u>
04/05/90	08/01/90 10 years	0860	21,655	Lyric Opera of Chicago	Relocation/Expansion
Amend #1 04/05/90	08/01/90 10 years	Basement Strg	10,000		New
Amend #2 07/31/90	08/01/90 10 years	Strm 2B	88		Renewal
Amend #3 07/31/90	08/01/90 10 years	Strm 431A	160		Renewal
Amend #4 07/31/90	08/01/90 10 years	Strm 6A	120		Renewal
Amend #5 07/31/90	08/01/90 10 years	Strm 611E	170		Renewal
Amend #6 07/31/90	08/01/90 10 years	Strm 611G	95		Renewal
Amend #7 07/31/90	08/01/90 10 years	Strm 611P	190		Renewal
Amend #8 07/31/90	08/01/90 10 years	Strm 23F	360		Renewal
04/05/90	08/01/90 10 years	0200	6,479	Lyric Opera of Chicago (Green Room)	Renewal/Expansion
08/02/90	09/01/90 3 years	0446	531	Dallmeyer Systems, Inc.	Renewal
08/10/90	09/01/90 1 year	1929	610	American Heritage Hunt Club, Inc.	New Tenant
09/14/90	09/01/90 5 years	Antenna Equip Space	—	Western Area F.M. Amateur Repeater Club, Inc.	Renewal
05/18/90	09/01/90 1 year	1728	268	William J. Ryan d/b/a Ryan Travel Bureau	Renewal
06/07/90	10/01/90 9 years	2275	3,417	Employer Plan Administrators and Consultants Co.	New Tenant
Amend #1 09/14/90	10/01/90 2 yr Extension	1447	1,109	Harbor Capital Advisors	Lease Extension

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Page 3 of 4
Prepared: 11/15/90

<u>LEASE DATE</u>	<u>EFFECTIVE DATE/TERM</u>	<u>SUITE OR STRM NO.</u>	<u>SQ. FT.</u>	<u>TENANT NAME</u>	<u>STATUS</u>
Amend #1 07/23/90	10/01/90 3 yrs, 9 mos	1456A	1,220	Chicago Society of Association Executives	Expansion/Additional Contiguous Space
06/27/90	11/01/90 5 years	0932	542	Chicago Fiber Optic Corporation d/b/a Metropolitan Fiber Systems of Chicago, Inc.	Renewal/Contraction
09/28/90	11/01/90 1 yr, 1 mo	1821	399	Todd Feldman	New Tenant
10/24/90	11/01/90 3 years	0548	359	Clifford Head, M.D.	Renewal
08/31/90	11/01/90 3 yrs/2 mos	1849	2,314	Law Offices of Thomas F. Fitzpatrick	Relocation/Expansion
Amend #1 08/31/90	11/01/90 3 yrs/2 mos	Strm 138M	60		Renewal
07/19/90	11/01/90 7 years	2250	2,112	Terrell, Weiss & Sugar, Ltd.	New Tenant
09/18/90	11/01/90 6 years	1740	1,265	McDowell & Piasecki Food Communications, Inc.	New Tenant
Amend #2 11/01/90	01/01/91 1 Yr Extension	1474 Strm 71M	559 60	Hale Temporary Service, Inc.	Lease Extension
11/01/90	01/01/91 3 years	1230	697	Schafer & Shook, Inc.	Renewal/Expansion
Amend #1 09/18/90	01/01/91 3 yrs, 4 mos	1341	1,740	The Tigon Corporation	Additional Space

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Property of Cook County Clerk's Office

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Page 4 of 4
Prepared: 11/15/90

STATUS

New Tenant

New Tenant

Renewal

Relocation/Expansion

Renewal/Expansion

Relocation/Expansion

Approved by Trustees
\$96,000.00 Penalty

Exercised Option
Approx Penalty
\$183,769.61

TENANT NAME

Insurance Brokers, Inc.

The New York Law Publishing Company

Brown Printing Company, Inc.

Carlson & Associates

Myers-Baker and Co., Inc.

Brownson, Rebus & Foxworth

First Analysis Corporation

SQ.FT.

9,136

291

1,276

985

8,991

5,153

5,158

5,085

121,955

2,075

10,008

(10,235)

123,795

SUITE OR STRM NO.

4000

1931

1020

2243

1800

4220

4220

3400-01

EFFECTIVE DATE/TERM

02/01/91
10 years

12/01/90
3 years

12/01/90
2 years

12/01/90
3 years

02/01/91
5 years

06/01/91
7 years

LEASE DATE

01/10/90

10/31/90

11/19/90

11/16/90

08/23/90

11/01/90

LEASE CANCELLATIONS

Agreement dated
10/31/91

Notice dated
09/28/90

To be cancelled as of
12/31/90 or 1/31/91

To be cancelled as of
01/31/91

Breakdown of Office Space Leased

New Tenants 21,965 sq.ft.

Renewals/Lease Extensions 27,643 sq.ft.

Expansions/Relocations 36,873 sq.ft.

Expansions/Additional Space 9,107 sq.ft.

Expansions/Renewal 16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

Page 4 of 4

Prepared: 11/15/90

Property of Cook County Clerk's Office

Office

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

27,643 sq.ft.

36,873 sq.ft.

9,107 sq.ft.

16,167 sq.ft.

121,955 sq.ft.

2,075 sq.ft.

10,008 sq.ft.

(10,235) sq.ft.

123,795 sq.ft.

21,965 sq.ft.

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123,795 sq.ft.

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27,643 sq.ft.

36,8

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EXHIBIT "E"

SERVICE CONTRACTS

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Page 1 of 3
Prepared: 11/15/90

CONTRACTS 4 1 3 6 9

CIVIC OPERA BUILDING

<u>Vendor/Service Provided</u>	<u>Effective Date</u>
ACE METAL REFINISHERS (Maintenance Agreement/Building Exterior and Lobby)	September 1, 1983
ACTIVE WINDOW CLEANING (Window Washing)	January 11, 1990
CENTAS CORP. Acct. #942 (Uniform Service)	March 16, 1990
COMMONWEALTH EDISON Acct. #0106-33-33107 (Electric Service Contract)	September 27, 1984
COORDINATED BUSINESS SYSTEMS Maintenance Contract #3245 (Panasonic Typewriter Maintenance and Service)	June 18, 1990
HOVING & SONS, INC. Cust. #WA0020A (Rubbish Removal)	
IBM Maintenance Contract Acct. #8990757-00 (IBM Typewriter Maintenance and Service)	September 1, 1990
JOHNSON CONTROLS, INC. (Energy Conservation)	February 23, 1984 Amended 8/22/84 Amended 1/20/87
LANIER WORLDWIDE #G073200177 (Copier Maintenance and Service)	July 1, 1990
NCR Agreement #201067101 (Computer System Maintenance and Service)	October 1, 1990
OGDEN ALLIED BUILDING SERVICES (Janitorial Service)	June 1, 1983
SHEPP PEST & ODOR CONTROL (Pest Control)	January 1, 1980
TORCO OIL COMPANY (Natural Gas Sale and Purchase Contract)	August 1, 1989
CUSHMAN WAKEFIELD (Listing Agreement)	August 28, 1990

6881058



Civic Opera Building
80 North Wacker Drive
Suite 482 • Chicago, Illinois 60604
Telephone 1-312-543-0870
Fax # 704-6031

TO: Dino D'Angelo

FROM: Fred Solari

DATE: 28 Nov 1990

RE: Bookings for May and June 1991 (as of 11/28/90)

Those bookings that are not indicated as DEFINITE do at least have contracts waiting to be signed and returned.

Lyric Opera Center - Civic Theatre - May 8-15 - ~~DEFINITE~~
(tentatively seeking more dates in June)

Peter Pan - Civic Opera House - May 6-19

Peac Mstrwick - Civic Opera House - June 1 or Jan 8

John Marshall Law School Commencement - Civic Opera House - June 9

Xenwood Academy Commencement - Civic Theatre - June 15

DePaul University Commencement - Civic Opera House - June 16

Whitney Young H.S. Commencement - Opera House - June 19 - DEFINITE

Wedding - Civic Opera House - June 29 - DEFINITE

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1991 SCHEDULE

1991 Spring Festival of Dance

American Ballet Theatre, Civic Opera House, February 5-17

ISO and The Bops, Civic Theatre, February 20-24

Joseph Holmes Chicago Dance Theatre, Civic Opera House, Mar. 1-2

Alvin Ailey American Dance Theater, Civic Opera House, March 7-10

Hubbard Street Dance Company, Civic Opera House, March 12-23

The Joffrey Ballet, Civic Opera House, April 16-21

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EXHIBIT "F"

TRAVELERS' COVENANT

Property of Cook County Clerk's Office

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TIC Loan Number _____

TRAVELERS COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT:

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Travelers") hereby covenants and agrees with CHICAGO TITLE AND TRUST COMPANY, as Trustee pursuant to Trust Agreement dated April 15, 1983 and known as Trust No. 1082500 ("Trust") and DINO J. D'ANGELO ("D'Angelo") and, by these presents, does, for itself and its agents, servants, representatives, successors and assigns, covenant and agree that notwithstanding the terms, covenants, conditions and agreements set forth in the note dated April 29, 1985 made by Trust in favor of Travelers ("Note"), mortgage of even date with Note made by Trust in favor of Travelers, recorded in the Office of the Cook County Recorder as Document No. 27529063 ("Mortgage"), encumbering the land and improvements legally described on Exhibit "A" attached hereto ("Land and Improvements") and extension and modification agreement dated November ____, 1990 among Travelers, Trust and D'Angelo ("Modification Agreement") and any other "Loan Papers" (as defined in the Modification Agreement) and except as hereafter provided, Travelers shall, look solely to the Land and Improvements and other property given as security for the payment of the "Mortgage Debt" (as defined in the Modification Agreement) and shall not sue, commence, assert, bring or file in any court or other tribunal in any jurisdiction, any suit, action, litigation, complaint, counterclaim, crossclaim, crosscomplaint, third party action or other pleading seeking to impose personal liability on Trust and D'Angelo, their officers, directors, shareholders, agents, servants, heirs, legal representatives, successors and assigns of and from all damages, losses, claims demands, liabilities, obligations, actions and courses of action which Travelers now has against Trust and D'Angelo, or has ever had, or which its affiliates, shareholders, agents, servants, legal representatives, successors and assigns shall or may have on account of or in any way concerning, arising out of or founded upon the Note, Mortgage, Modification Agreement or any other Loan Papers;

PROVIDED THAT, in no event shall this Covenant affect:

- a). or release or extinguish the obligation of D'Angelo pursuant to the terms and conditions of Guaranty dated _____ to the extent and as provided in the Modification Agreement;

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- b). or release or extinguish the obligations assumed by D'Angelo pursuant to paragraph 20 of the Modification Agreement;
- c). or release or extinguish the Mortgage Debt;
- d). or deny or limit Travelers in the exercise of its right to foreclose the Mortgage by judicial proceedings and to exercise any and all remedies provided in the Note, Mortgage, other Loan Papers and the Modification Agreement.

IN WITNESS WHEREOF, Travelers has executed or caused this Release to be executed as of the ___ day of _____, 1990.

THE TRAVELERS INSURANCE COMPANY, a
Connecticut corporation

By: _____

Title: _____

ATTEST:

Title:

UNOFFICIAL COPY 21041369

EXHIBIT "G"

NON FOREIGN CERTIFICATE

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NON FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a purchaser of a United States real property interest must withhold tax if the seller is a foreign person. In order to inform The Travelers Insurance Company that withholding of tax is not required upon the disposition of a United States real property interest by Chicago Title & Trust Company, an Illinois corporation, not personally but solely as Trustee pursuant to Trust Agreement dated April 15, 1983 and known as Trust Number 1082500 (hereinafter referred to as "Owner"), the undersigned, Dino J. D'Angelo, the owner of one hundred percent (100%) of the beneficial interest of owner ("Beneficiary"), hereby certifies the following on behalf of Owner:

1. Neither Owner nor Beneficiary is a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Owner's United States employer identification number is _____;
3. Beneficiary's United States employer identification number is _____;
4. Owner's office address is 111 West Washington Street, Chicago, Illinois 60604; and
5. Beneficiary's office address is 310 South Michigan Avenue, Chicago, Illinois 60604.

Affiant understands that this certification may be disclosed to the Internal Revenue Service by The Travelers Insurance Company and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, Beneficiary declares that he has examined this certification and to the best of his knowledge and belief the same is true, correct, and complete.

BY: _____
DINO J. D'ANGELO

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ day of _____, 1990

NOTARY PUBLIC

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EXHIBIT "H"
GUARANTY NOTE

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NOTE

\$2,250,000.00

Dated:

At: Chicago, Illinois

FOR VALUE RECEIVED, the undersigned, DINO J. D'ANGELO ("Maker"), DOES HEREBY AGREE AND PROMISE TO PAY to the order of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Payee"), having its principal office at One Tower Square, Hartford, Connecticut 06183, in the manner hereinafter provided, the principal amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) ("Principal Amount") together with interest on the balance of Principal Amount remaining from time to time unpaid, from the date hereof to and including February 28, 1995 ("Maturity Date"), at a rate per annum equal to one percent (1%) plus the prime rate announced from time to time by Chase Manhattan Bank, New York, New York as its prime rate ("Prime Rate"). The Principal Amount, interest and all other sums due and owing pursuant hereto (collectively "Indebtedness") shall be payable as follows:

- (1) a sum equal to THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) and accrued interest on the first (1st) day of the seventh (7th) full calendar month following the date hereof and a sum equal to THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) and accrued interest on the first day of each and every month thereafter, to and including the first (1st) day of the sixty-first (61st) full calendar month following the date hereof; and
- (2) a final payment of Indebtedness on Maturity Date;

Interest shall be computed for the actual number of days elapsed on the basis of a three hundred sixty-five (365) day year.

All payments due pursuant hereto shall be made to Payee at the address set forth above or as Payee may otherwise direct in writing, which payments shall be first applied to the payment of interest due on Principal Amount and the remainder on account of the principal thereof. Any installment of principal and interest (or part thereof) not paid to the Payee when due shall, as of the due date of each such payment, be added to the Principal Amount remaining unpaid, from time to time, and to the extent permitted by law shall bear interest at a per annum rate equal to Prime Rate plus one percent (1%).

Initials of Maker _____

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Payee shall have the right to collect and Maker shall pay a late charge equal to four per cent (4%) of any part of Indebtedness not paid within five (5) days following the due date thereof.

In the event of a default ("Event of Default") by Maker in the payment of any part of Indebtedness for five (5) days following the due date thereof, or, if, at any time prior to the payment of Indebtedness, Maker shall (i) have an order entered with respect to his relief pursuant to the Federal Bankruptcy Act, (ii) not pay or admit in writing his inability to pay his debts as the same become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for him or for any substantial part of his property, (v) institute any proceeding seeking the entry of an order for relief pursuant to the Federal Bankruptcy Act to adjudicate him a bankrupt or insolvent or seeking arrangement, adjustment or composition of his debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or failure to file an answer or other pleading denying the material allegations of any such proceeding filed against him, or (vi) take any action to authorize or effect any of the actions set forth in (i) through (v) above, then Indebtedness shall, at the election of Payee and without further notice, demand or presentment, shall be FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) less all sums theretofore paid to Payee on account of the Principal Amount, shall bear interest at a rate, per annum, equal to the Prime Rate plus four per cent (4%) ("Default Rate") and shall become immediately due and payable at the place of payment aforesaid, anything contained herein or to the contrary notwithstanding.

If an Event of Default shall occur and remain uncured, Payee may exercise each and every remedy herein and by law provided.

During the existence of an Event of Default, Payee is hereby expressly authorized to apply any part or all of the payments made on account of Indebtedness in such order of priority as it may elect.

If an Event of Default shall occur, the failure of Payee to promptly exercise its right to declare Indebtedness to be immediately due and payable shall not constitute a waiver of such right in connection with any subsequent Event of Default.

The Payee shall have the right to prepay the Indebtedness at any time and without premium or penalty.

Initials of Maker _____

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The rights or remedies of Payee herein or by law provided shall be cumulative and concurrent and may be pursued singly, successively or together against Maker, and any other funds, property or security held by Payee for the payment hereof or otherwise, at the sole discretion of Payee. The failure of Payee to exercise any such right or remedy shall, in no event, be construed as a waiver or release of said rights or remedies or of the right to exercise the same at any later time.

If the Indebtedness, or any part thereof, is not paid when due, whether by acceleration or otherwise, the Maker promises to pay all costs of collection, including, but not limited to, reasonable attorneys' fees, incurred by the Payee on account of such collection, whether or not suit is filed hereon. Additionally, after the Maturity Date (whether by acceleration or otherwise), the interest rate per annum to be paid hereunder shall immediately and without notice be the Default Rate.

If, at any time until the Indebtedness is paid in full, the several interest provisions hereof or any exactions provided for herein shall result in an effective rate of interest which, for any month, transcends the limit of the usury or any other law applicable to the amounts due to Payee, all sums in excess of the amount lawfully collectible for the period in question shall, without further agreement or notice between or by Maker and/or Payee, be applied on account of the Indebtedness immediately upon receipt of such monies by Payee, with the same force and effect as though Maker had specifically designated such extra sums to be so applied thereto as a "premium-free" prepayment.

This Note may not be amended, modified or changed nor shall any waiver of any of the provisions hereof be effective, except only by an instrument in writing, signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Any notice, consent or other communication to be served hereunder shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over night" courier service (which shall be deemed received on the date of delivery thereof), or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] business days following the postmark date thereof),

If to Maker, at 310 South Michigan Avenue,
Chicago, Illinois 60604 with a copy to James

Initials of Maker _____

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Beard, Esq., Rudnick & Wolfe, 203 North LaSalle Street, Chicago, Illinois 60601.

If to Payee, at 2215 York Road, Oak Brook, Illinois 60521, Attention: Richard Griffith with a copy thereof to John Murray, Esq., 2215 York Road, Oak Brook, Illinois 60521

or to such other addresses as the Maker or Payee may direct in writing.

The Maker hereby:

- (1) waives demand, presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting the Indebtedness or enforcing any of the security therefor, except for such Notice as are required in the event of a non-monetary Event of Default;
- (2) agrees to any substitution, exchange or release of any party primarily or secondarily liable hereon;
- (3) agrees that the Payee shall not be required first to institute suit or to enforce its right against any security herefor in order to enforce payment of this Note by him;
- (4) consents to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to him; and
- (5) agrees that the failure to exercise any option or election herein provided, upon the occurrence of an Event of Default, shall not be construed as a waiver of the right to exercise such option or election at any later date or upon the occurrence of a subsequent Event of Default.

This Note shall be governed and construed in accordance with the laws of the State of Illinois, and whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; PROVIDED, HOWEVER, that if any provision hereof shall be prohibited or invalid pursuant thereto, the same shall be ineffective only to the extent of such prohibition or invalidity without prohibiting or

Initials of Maker _____

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invalidating the remainder of such provision or the remaining provisions hereof.

IN WITNESS WHEREOF, Maker has caused this Note to be executed as of the day and year first above written.

DINO D'ANGELO

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