

# UNOFFICIAL COPY

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## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement is made and entered into by and between MCCORMICK ROAD ASSOCIATES, a General Partnership (hereinafter "Licensor"), DEVON-MCCORMICK ASSOCIATES LIMITED PARTNERSHIP II, an Illinois Limited Partnership (hereinafter referred to as "Licensee"), LASALLE NATIONAL BANK, a National Banking Association, t/u/t 107306, dated November 28, 1983, and not personally, (hereinafter "LaSalle"), and LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791, dated September 15, 1985, and after Trust").

DEPT-OF RECORDING \$20.00  
 T93333\*TRAN 1885 05/21/91 14124100  
 #5048 : C \* - 91-240366  
 COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, on or about December 18, 1987, Licensor and Licensee entered into a License Agreement (the "License Agreement") relative to the granting of a non-exclusive license to utilize property which is legally described on Exhibit "A" (the "MSD Property") and the Super Gap Plaza parking area, which is legally described on Exhibit "B" (the "Super Gap Property") for parking purposes and for purposes of ingress and egress; and

WHEREAS, LaSalle is the fee title holder of the Super Gap Property, and Licensor is the beneficial owner thereof; and

WHEREAS, Trust is the fee title holder of that certain real estate described on Exhibit "C" (hereinafter the "Theater Parcel"), the beneficiary of which is the Licensee; and

WHEREAS, the parties are desirous of amending said License Agreement for themselves, their assigns and successors in title.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, each to the other in hand paid, and in further consideration of the mutual covenants herein contained, IT IS AGREED as follows:

1. Paragraph 3 of the License Agreement is deleted and amended to read as follows:

*This Instrument Prepared by and  
 Following Recording return to:  
 Steven H. Blumenthal  
 Rosenthal and Schenfield  
 55 East Monroe, 46th Floor  
 Chicago, Illinois 60603*

BOX NO. 78 (SHB)

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"3a. That Trust shall have the responsibility (i) to pay 45% of any portion of the expenses incurred by the Licensor in maintaining the MSD Property and (ii) to contribute 45% of the portion of rental payments required to be made by Licensor pursuant to the terms of the Lease Agreement (the "MSD Lease") between Licensor and the Metropolitan Sanitary District of Greater Chicago n/k/a The Metropolitan Water Reclamation District of Chicago, which Lease was attached to the original License Agreement as its Exhibit "A", and which MSD Lease is made a part hereof by reference thereto."

"3b. That LaSalle shall have the responsibility (i) to pay 55% of any portion of the expenses incurred by the Licensor in maintaining the MSD Property and (ii) to contribute 55% of the portion of rental payments required to be made by Licensor pursuant to the terms of the MSD Lease."

"3c. That Licensor shall from time to time (but not more often than two times during any calendar year) during the term of the MSD Lease send a written statement (the "Billing Statement") to LaSalle and Trust showing (i) the calculation of the amount of rental payments required to be paid under the MSD Lease and the amounts due from LaSalle and Trust and (ii) the calculation of the amount of expenses incurred by Licensor in maintaining the MSD Property and the amounts due from LaSalle and Trust. Within thirty (30) days after sending such Billing Statement, LaSalle and Trust shall each remit to Licensor the amounts due pursuant to the Billing Statement; provided that the amount due for rental payments required under the MSD Lease shall be remitted to Licensor in the form of a check made payable to the landlord under the MSD Lease and Licensor shall promptly remit the rental payments to the landlord under the MSD Lease and will provide copies of the correspondence relating to the rental payment to both LaSalle and Trust. In the event that either LaSalle or Trust fails to pay when due the amounts due pursuant to any such Billing Statement, the unpaid amounts shall bear interest until paid at a rate equal to two percent (2%) over the rate of interest announced from time to time by The First National Bank of Chicago as its corporate "base" or "prime" rate of interest (the "Default Rate").

"3d. All Notices and Billing Statements required or permitted hereunder shall be in writing and will be effectively served when personally delivered or when sent by certified or registered mail, postage prepaid, to the parties at the

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this 10th day of January, 1900.

Property of Cook County Clerk's Office

075591300

Attest: My hand and the seal of the County of Cook, Illinois, this 10th day of January, 1900.

# UNOFFICIAL COPY

addresses set forth herein or at such other address if notified in writing by a party hereto of a change in address. Copies of all such notices and Billing Statements shall be mailed to any mortgagee of record who has requested in writing a copy of such notices and Billing Statements."

2. Licensor shall cause the MSD Lease to be renewed and shall keep said Lease in full force and effect at all times.

3. In the event that either LaSalle or Trust shall fail to reimburse Licensor, or to pay directly to MSD the contributions called for in this Agreement or to pay any portion of the expenses incurred in maintaining the MSD Property, then Licensor and/or the non-defaulting party shall send written notice to the party in default (with a copy to any mortgagee of record) and if such default is not cured within ninety (90) days thereafter, either Licensor and/or the non-defaulting party shall have the right to (i) remit to Licensor and/or to the landlord under the MSD Lease the amounts due from the defaulting party and (ii) commence and prosecute a lawsuit against the defaulting party in the Circuit Court of Cook County, Illinois to recover the amounts due from the defaulting party together with interest thereon at the Default Rate and all reasonable attorneys' fees and costs incurred in seeking enforcement of the obligations due hereunder. In addition to the foregoing, in the event that LaSalle or Trust shall fail to reimburse Licensor or pay directly to the landlord under the MSD Lease the contribution for rent or expenses for a period of twenty-four (24) calendar months or more, then the non-defaulting party shall send written notice to the party in default (with a copy to any mortgagee of record) and thereafter Licensor and/or the non-defaulting party may terminate the license granted under the License Agreement, as amended hereby, and commence and prosecute a lawsuit in the Circuit Court of Cook County, Illinois to enjoin the further use and enjoyment of the license granted herein until such time as payment has been tendered. The defaulting party shall bear responsibility for all court costs and reasonable attorneys' fees incurred in connection with the lawsuit filed to enforce the obligations due hereunder.

4. The License Agreement may not be further amended with respect to any provisions thereto unless and until the amendment has been agreed to and executed by all four (4) parties hereto or their successors in interest or title or permitted assigns.



5. Except as amended hereby, the License Agreement is in full force and is hereby ratified and confirmed.

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6. This Agreement shall be binding upon the parties hereto and their successors and assigns. The License Agreement, as amended hereby, shall be governed by Illinois law.

IN WITNESS WHEREOF, the parties have set their hands and seals this 17<sup>th</sup> day of MAY, 1991.

MCCORMICK ROAD ASSOCIATES, a General Partnership ("Licensor")

Address:  
c/o ATN Financial  
7337 N. Lincoln Avenue  
Suite 290  
Lincolnwood, IL 60646

By: [Signature]  
Name: ISABRY B. SHOTTIN  
Title: Managing Partner

DEVON-MCCORMICK ASSOCIATES LIMITED PARTNERSHIP II, an Illinois Limited Partnership ("Licensee")

Address:  
c/o ATN Financial  
7337 N. Lincoln Avenue  
Suite 290  
Lincolnwood, IL 60646

By: [Signature]  
Name: HAROLD LEBOWE  
Title: Managing Partner

LASALLE NATIONAL BANK, a National Banking Association, t/u/t 107306, dated November 28, 1983, and not personally ("LaSalle")

Address:  
c/o Joel Goldman  
Crossroads Center  
3701 Algonquin Road  
Suite 310  
Rolling Meadows, IL 60008

By: [Signature]  
Name: J. Kit Silver  
Title: ASS' VICE PRESIDENT

ATTEST:

By: [Signature]  
Name: William H. Dillon  
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791, dated September 15, 1983, and not personally ("Tenant")

Address:  
135 S. LaSalle Street  
Chicago, Illinois 60690

By: [Signature]  
Name: J. Kit Silver  
Title: ASS' VICE PRESIDENT

ATTEST:

By: [Signature]  
Name: William H. Dillon  
Title: ASSISTANT SECRETARY

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED 5/17/91 UNDER TRUST NO. 109791 & 107306

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

DeKalb County Clerk's Office

91241366

SEE TRUSTEE'S INDEX ATTACHED HEREIN

SEE BANK'S PART HEREIN

SEE TRUSTEE'S INDEX ATTACHED HEREIN

UNOFFICIAL COPY

This Agreement shall be binding upon the parties hereto and their successors and assigns. The Illinois Agreement, as amended hereby, shall be governed by Illinois law.

IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of May, 1991.

Address:  
C/O ATN Financial  
7137 N. Lincoln Avenue  
Suite 200  
Lincolnwood, IL 60468

McCormick Road Associates,  
a General Partnership ("McCormick")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Partner

Address:  
C/O ATN Financial  
7137 N. Lincoln Avenue  
Suite 200  
Lincolnwood, IL 60468

DEVON-MCCORMICK ASSOCIATES  
LIMITED PARTNERSHIP II, AN  
Illinois Limited Partnership  
("Devon")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Partner

Address:  
240 West Goldman  
Investment Center  
3701 Ridgeland Road  
Suite 110  
Rolling Meadows, IL 60008

LASALLE NATIONAL BANK, A NATIONAL  
Banking Association, F.W.B. 109791,  
dated November 28, 1983, and not  
personally ("Lasalle")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LASALLE NATIONAL BANK, A NATIONAL  
Banking Association, F.W.B. 109791,  
dated November 28, 1983, and not  
personally ("Lasalle")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
135 S. LaSalle Street,  
Chicago, Illinois 60604

1557338



912

Address: 135 S. LaSalle Street, Chicago, Illinois 60690

LASALLE NATIONAL BANK, a National Banking Association, t/u/f 109791 dated September 15, 1983, and not personally ("Licensor")

Name: William D. Dillon  
Title: Assistant Vice President

BY: *[Signature]*

Address: c/o Joel Goldman Crossroads Center 3701 Algonquin Road Suite 310 Rolling Meadows, IL 60008

Name: J. Kit Silver  
Title: Asst. Vice President

BY: *[Signature]*

LASALLE NATIONAL BANK, a National Banking Association, t/u/f 107306, dated November 28, 1983, and not personally ("Lasalle")

Name: *[Signature]*  
Title: Managing Partner

BY: *[Signature]*

Address: c/o ATN Financial 7337 N. Lincoln Avenue Suite 290 Lincolnwood, IL 60646

DEVON MCCORMICK ASSOCIATES LIMITED PARTNERSHIP II, an Illinois Limited Partnership ("Licensor")

Name: *[Signature]*  
Title: Managing Partner

BY: *[Signature]*

Address: c/o ATN Financial 7337 N. Lincoln Avenue Suite 290 Lincolnwood, IL 60646

MCCORMICK ROAD ASSOCIATES, a General Partnership ("Licensor")

IN WITNESS WHEREOF, the parties have set their hands and seals this 17<sup>th</sup> day of *May*, 1991.

- 5. Except as amended hereby, the License Agreement is in full force and is hereby ratified and confirmed.
- 6. This Agreement shall be binding upon the parties hereto and their successors and assigns. The License Agreement, as amended hereby, shall be governed by Illinois law.

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Page 4

2-8-87  
MAY 1987

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 8th day of May, 1987.

CLERK OF COURT  
JUDICIAL BRANCH  
COURT OF COMMON PLEAS  
CITY OF CHICAGO

STATE OF ILLINOIS  
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 8th day of May, 1987.

CLERK OF COURT  
JUDICIAL BRANCH  
COURT OF COMMON PLEAS  
CITY OF CHICAGO

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 8th day of May, 1987.

RELEASE

Clerk of Cook County Office

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ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRY B. SHUMAN, personally known to me to be the Managing Partner of MCCORMICK ROAD ASSOCIATES, appeared before me this 17<sup>th</sup> day of MAY, 1991 and acknowledged that he executed and delivered the foregoing instrument as the free and voluntary act of MCCORMICK ROAD ASSOCIATES, and that said action has been duly authorized by the said MCCORMICK ROAD ASSOCIATES.

" OFFICIAL SEAL "  
RICHARD MURAWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/16/93

Richard Murawski  
Notary Public

(Seal)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HAROLD LEBOUIC, personally known to me to be the Managing Partner of DEVON-MCCORMICK ASSOCIATES, appeared before me this 17<sup>th</sup> day of MAY, 1991 and acknowledged that he executed and delivered the foregoing instrument as the free and voluntary act of DEVON-MCCORMICK ASSOCIATES, and that said action has been duly authorized by the said DEVON-MCCORMICK ASSOCIATES.

" OFFICIAL SEAL "  
RICHARD MURAWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/16/93

Richard Murawski  
Notary Public

(Seal)

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

91241366

~~Lasalle National Trust, N.A. Successor Trustee to~~  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William H. Wilson, personally known to me to be the PASSER VICE President and SECRETARY Secretary of LASALLE NATIONAL BANK, a National Banking Association, t/u/t 107306, dated November 28, 1983, and not personally, appeared before me this 20<sup>th</sup> day of May, 1991 and acknowledged that they executed and delivered the foregoing instrument as the free and voluntary act of LASALLE NATIONAL BANK, t/u/t 107306, and that said action has been duly authorized by the said LASALLE NATIONAL BANK, t/u/t 107306.

Michelle A. Zink  
Notary Public

(Seal)

"OFFICIAL SEAL"  
Michelle A. Zink  
Notary Public, State of Illinois  
My Commission Expires Dec. 5, 1994

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STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Henry Public is a member of the Board of Directors of the Illinois State Board of Education, and that said action has been duly authorized by the said Board of Directors.

Henry Public  
Notary Public

(Seal)

STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Henry Public is a member of the Board of Directors of the Illinois State Board of Education, and that said action has been duly authorized by the said Board of Directors.

Henry Public  
Notary Public

(Seal)

STATE OF ILLINOIS )

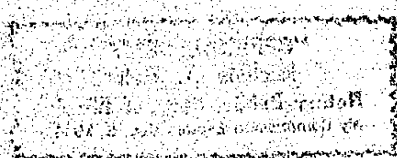
) ss

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Henry Public is a member of the Board of Directors of the Illinois State Board of Education, and that said action has been duly authorized by the said Board of Directors.

Henry Public  
Notary Public

(Seal)



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STATE OF  
COUNTY OF

*Almos*  
*Cook*

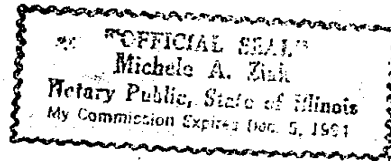
)  
) SS

*LASALLE NATIONAL TRUST, N.A. Successor Trustee to*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Kit Silver and William H. Dillon, personally known to me to be the VICE President and SECRETARY Secretary of LASALLE NATIONAL BANK, a National Banking Association, t/u/t 109791, dated September 15, 1985, and not personally, appeared before me this 10th day of May, 1991, and acknowledged that they executed and delivered the foregoing instrument as the free and voluntary act of LASALLE NATIONAL BANK, t/u/t 109791, and that said action has been duly authorized by the said LASALLE NATIONAL BANK, t/u/t 109791.

*Michele A. Zink*  
Notary Public

(Seal)



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A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows: Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-58" W along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence N90°-08'-031" W, along said Westerly line 845.00 feet to the point of beginning; thence continuing N9°-08'-31" W, 272.86 feet; thence N88°-19'-34" E, 156.33 feet; thence S6°52'-27"E, 252.73 feet; thence S80°-51'-29"W, 145.00 feet to the point of beginning, containing 0.9058 acres;

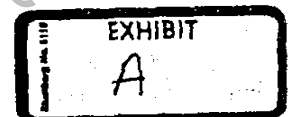
## And Also

A parcel of land lying in the Northeast 1/4 of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of aforesaid Section 2; thence South 88°-19'-34" West along the North line of Section 2, 597.00 feet; thence South 1°-40'-26' East, 33.00 feet to a point on the south line of Devon Avenue, said point being the point of beginning; thence South 1°-40'-26" East, 212.55 feet; thence South 5°-40'-26" East, 355.32 feet; thence South 88°-19'-34" West, 69.03 feet to the westerly right-of-way line of the North Shore Channel; thence North 9°-08'-31" West along said westerly right-of-way line, 36.64 feet to the easterly line of McCormick Boulevard; thence northerly along the easterly line of McCormick Boulevard, said line being a curve concave to the Northwest and having a radius of 550.51 feet, 187.56 feet; thence North 1°-49'-26" West along the easterly line of McCormick Boulevard, 21.50 feet to the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue, 60.00 feet to the point of beginning, containing 0.992 acres, more or less, all in Cook County, Illinois as generally depicted in Exhibit A which is attached hereto.

Address: Parking lot adjacent to 6249-57 N. McCormick Road, Chicago, IL

PIN: 13-02-220-034-8001 and 13-02-220-034-8002

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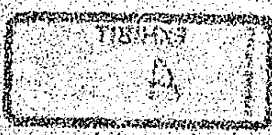
Property of Cook County Clerk's Office

1. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

2. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

3. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

COOK COUNTY





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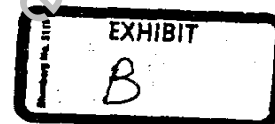
Lot 3 in Anthony's Subdivision of part of the East 1/2 of the North East 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 6249-57 N. McCormick Road, Chicago, Illinois

PIN: 13-02-220-032

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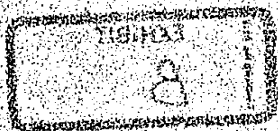
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1968.

WALTER J. WOODWARD, Clerk of the Court, Illinois

WALTER J. WOODWARD

Property of Cook County Clerk's Office

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## Legal Description

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93°23'24" FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224°48'38" NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MC CORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT, CONTAINING 0.647 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

Address: <sup>6341</sup> ~~6431~~ N. McCormick Road, Chicago, Illinois

PIN: 13-02-220-030

91241360

