

February, 1992

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### SATISFACTION OF RELEASE OF MECHANICS LIEN

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

STATE OF ILLINOIS

COUNTY OF Cook

} SS.

Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned,

does hereby acknowledge satisfaction or release of the claim for lien against



DEPT-02 FILING 88.50  
T88888 TRAM-9845 07/13/92 10143100  
09919 \* E \*--92-508187  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only.

for \$43,737.32 (Forty Three thousand Seven Hundred Thirty Seven and 32/100\*)  
Dollars, on the following described property, to-wit:

Legal description and tax numbers attached (Exhibit A)

which claim for lien was filed in the office of the recorder of deeds or the registrar of titles of Cook County, Illinois, as mechanics' lien document No. 91286229

Permanent Real Estate Index Number(s): See attached  
Address(es) of property: 900 North Michigan Avenue, Chicago, Illinois 60611

IN WITNESS WHEREOF, the undersigned has signed this instrument this 10th day of July 19 92.

ATTEST:

FUJITEC AMERICA, INC.  
(NAME OF SELLER, LESSOR, LENDER OR CORPORATION)  
By [Signature]  
THOMAS W. GREEN, Area Manager  
By \_\_\_\_\_  
Secretary

850  
/

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## FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RE- CORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.

This instrument was prepared by THOMAS W. GREEN, 1225 Greenbriar Dr., Addison, IL 60101

(Name and Address)

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STATE OF ILLINOIS

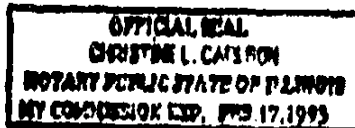
} SS.

COUNTY OF DuPage

I, Christine L. Carlson, a notary public in and for the county in the state aforesaid, do hereby certify that Thomas W. Green, Area Manager, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of July, 19 92.

*Christine L. Carlson*  
NOTARY PUBLIC



STATE OF ILLINOIS

} SS.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for the country in the state aforesaid, do hereby certify that \_\_\_\_\_ president of \_\_\_\_\_ a \_\_\_\_\_ corporation, and \_\_\_\_\_ secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ president and \_\_\_\_\_ 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 Corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ secretary then and there acknowledged that \_\_\_\_\_ he \_\_\_\_\_, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as said \_\_\_\_\_ secretary, as \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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Property of Cook County Clerk's Office

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## EXHIBIT A

### PARCEL ONE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease Agreement dated 10/1/77 between La Salle National Bank, Trust No. 113495, as Lessor, and La Salle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded 10/1/77 as Document No. 8846442 (herein called "Ground Lease"), which Ground Lease demise and leases for a term commencing 10/1/77 and expiring at midnight on June 30, 2064 the land described in Parcel Three (excepting and excluding all right, title and interest of Grantor (as reserved in the deed from La Salle National Bank, Trust No. 107701), to La Salle National Bank, Trust No. 113495, recorded 10/1/77 as Document No. 8846442) in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, interest shall terminate on the expiration, or sooner termination, of the Ground Lease.

### PARCEL TWO:

Ownership interest in the improvements located on the land described in Parcel Three said interest being all right, title and interest of Grantor (as reserved in the deed from La Salle National Bank, Trust No. 107701), to La Salle National Bank, Trust No. 113495, recorded 10/1/77 as Document No. 8846442) in and to the buildings and improvements, or portions thereof then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease.

### PARCEL THREE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease dated 10/1/77 between La Salle National Bank, Trust No. 107701, as Lessor, and La Salle National Bank, Trust No. 111150 (Mortgagor), as Lessee, a memorandum of which was recorded 10/1/77 as Document No. 8846442 (herein called "Lease"), which Lease demise and leases for a term commencing and expiring as therein set forth that part of the following described land which is described in said Lease as being those parts of the improvements described in Exhibit A-1 and depicted on Exhibit A-2 attached to said memorandum.

### LOT ONE: (The property lying East of North Ernst Court.)

That part of Block 13, and the accretions thereto, in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the West line of North Michigan Avenue, South of the South line of East Walton Street, North of the North line of East Delaware Place, and East of the East line of North Ernst Court, except that part of said Block 13 lying South of the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision and West of a line which intersects (i) the North line of East Delaware Place at a point 129 feet East of the East line of North Ernst Court, and (ii) the South line of Lot 5 in said Block 13 of Canal Trustees' Subdivision at a point 63.01 feet East of the the Southwest corner of the East 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision and also except the West 1/2 of the South 1/2 of Lot 5 in said Block 13 of Canal Trustees' Subdivision, in Cook County, Illinois.

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SECOND MORTGAGE

AND

SECURITY AGREEMENT

5500

771 243159 MLC Box 15  
OTT 71E3373 DI

THIS INDENTURE, made this 7th day of October, 1988, between **LASALLE NATIONAL BANK**, a national banking organization organized and existing under the laws of the United States of America, not individually but as Trustee under that certain Trust Agreement dated January 2, 1987 and known as Trust No. 111150 and that certain Trust Agreement dated March 1, 1984 and known as Trust No. 107701, with its office and place of business at 135 South LaSalle Street, Chicago, Illinois (LaSalle National Bank, as Trustee of both Trusts hereinafter collectively called "Mortgagor"); in its capacity as Trustee of any individual trusts, including, without limitation, Trust No. 111151 which joins herein for the purposes described in paragraph 40 below, LaSalle National Bank will be referred by the Trust No. of such trust), and **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA**, a New York corporation, with offices at 730 Third Avenue, New York, New York 10017 (hereinafter called "Mortgagee");

WITNESSETH:

THAT, WHEREAS, the Trust No. 111150 is justly indebted to the Mortgagee in the principal sum of TEN MILLION AND NO/100THS (\$10,000,000.00) DOLLARS, or so much thereof as may be advanced from time to time pursuant to the terms of a certain Mortgage Note of even date herewith therein captioned "Mortgage Note No. II" (herein called the "Note"), payable to the order of the Mortgagee, at its office aforesaid or at such other place as may be designated in writing by the legal holder thereof, and in and by which the Trust No. 111150 promises to pay the principal sum, all additional principal sums that may be advanced by Mortgagee thereunder from time to time as Note No. II Deferred Amount, and all fixed interest accruing thereon from date as therein provided, in installments of fixed interest and fixed interest and principal in the time, manner, and at the respective rates set forth in said Note and herein (the said principal, advances of principal constituting Note No. II Deferred Amount, fixed interest, and all other sums due thereon and hereon being hereinafter collectively called the "Debt"), and in any event the entire outstanding principal indebtedness (inclusive of all advances of principal constituting Note No. II Deferred Amount), plus all accrued fixed interest, shall be due and payable on the first day of July, 2024.

NOW, THEREFORE, in order to secure the payment of the said Debt and the performance of the covenants herein contained, provided, however, that the maximum indebtedness shall not exceed \$250,000,000.00 plus the total amount of all advances made by Mortgagee to protect this collateral, the security interest and the lien created hereby, the Mortgagor does by these presents CONVEY, TRANSFER, SET-OVER, ASSIGN, MORTGAGE AND GRANT unto the Mortgagee, its successors and assigns forever, the real estate situate, lying and being in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Premises" or the "Hotel Property");

TOGETHER with all modifications, extensions and renewals of the Ground Lease identified on Exhibit A (except the last day of the term or extended term if extended which hereby is specifically excluded from the terms hereof);

TOGETHER with all credit, deposits, options, privileges and rights of the Mortgagee as lessee under the said Ground Lease.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed, on the Premises (hereinafter called the "Improvements");

TOGETHER with all right, title and interest of the mortgagor in and to the following property, rights and interests (the Premises, the Improvements

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LOT TWO: (The property lying West of North Ernst Court)

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That part of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying East of the East line of North Rush Street, West of the West line of North Ernst Court, North of the North line of East Delaware Place, and South of the South line of East Walton Street, except for the following described property: The Westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of said Block 13 in Cook County, Illinois.

LOT THREE: (The property lying West of North Ernst Court)

The Westerly 125 feet of Lots 7 and 12 (as measured along the North and South lines thereof) in the Subdivision of Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

LOT FOUR: (Ernst Court Air Rights)

That part of North Ernst Court in Block 13 in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, lying Northerly of a line perpendicular to the Easterly line of North Ernst Court at a point 158.63 feet Southerly of the intersection of said Easterly line with the South line of East Walton Street, and lying above a horizontal plane 44.42 feet above Chicago City Datum and below a horizontal plane 157.42 feet above Chicago City Datum, as vacated by an Ordinance recorded August 13, 1985 as Document 85-143,919; an Ordinance recorded July 18, 1986 as Document 86-303,472 and an Ordinance recorded September 12, 1988 Document 86-412,482, in Cook County, Illinois.

Permanent Tax Numbers:	17-03-212-004	Volume: 498
	Affects Lot 1	
	17-03-212-001	
	Affects Lot 1	
	17-03-212-001	
	Affects Lot 1	
	17-03-212-002	
	Affects Lot 1	
	17-03-211-006	
	Affects Lot 1	
	17-03-211-007	
	Affects Lot 1	
	17-03-211-005	
	Affects Lot 1	
	17-03-211-003	
	Affects Lot 1	
	17-03-211-004	
	Affects Lot 1	
	17-03-211-019	
	Affects Lot 1	
	17-03-211-002	
	Affects Lot 1	
	17-03-211-001	
	Affects Lot 1	

Cook County Clerk's Office

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Property of Cook County Clerk's Office

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