

#### LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

This is a Leasehold Mortgage and Security Agreement made as of the 27th day of January, 1992 by PEOPLES AUTO PARKING COMPANY NO. 2, an Illinois corporation with its principal place of business at 550 West Jackson, Chicago, Illinois 60606 ("Mortgagor") to North Bank, an Illinois banking corporation, 505 N. Lake Shore Drive, Chicago, Illinois 60611, its successors and assigns, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the sum of Three Hundred Thousand (\$300,000) Dollars, together with interest, as evidenced by a promissory note of even date herewith made by Mortgagor (the "Note") payable in accordance with the terms and conditions stated in the Note and due or May 1, 1997.

This mortgage secures an obligation incurred for the construction of improvements on and to the mortgaged premises and constitutes a construction mortgage within the meaning of Section 9-313(1)(c) of the Uniform Commercial Code.

Mortgagor, in consideration and to secure payment of the indebtedness and of all other sums that may now or hereafter become due under the terms of the Note, this mortgage or any document securing the Note, including all amounts expended or advanced by Mortgagee to discharge or enforce obligations of Mortgagor, and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification or substitution shall not impair in any manner the validity or priority of this mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and resigns, all of Mortgagor's leasehold interest in the real estate legally described on Exhibit "A", commonly known as 81-87 East Wacker Drive, Chicago, Illinois, which together with the religious described property is sometimes herein referred to as the "premises":

- A. The entire leasehold estate including all extensions and renewals and all options to extend and renew (except the last day of the demised term) and all right, itle and interest of Mortgagor as lessee in, to and under the lease dated April, 1991 between Helmsiey-Spear of Illinois Inc., as lessor, and Peoples Auto Parking Company No. 2, as lessee, of which a memorandum was recorded on  $\frac{2-14}{2}$  in the Recorder's Office of Cook County, Illinois (the Ground Lease) demising and leasing to Mortgagor for a term of years ending on July 31, 2006 the real estate described on Exhibit A.
- B. All right, title and interest of Mortgagor, if any, including any after-acquired title or reversion, in and to the streets and alleys adjoining the premises;
- C. All estates, tenements, easements, appurtenances and privileges in any way now or hereafter appertaining to the premises;

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D. All buildings and improvements of every kind now or hereafter erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repair of the improvements. All materials shall be deemed to be a part of the premises immediately upon delivery to the premises. The premises shall include all machinery, equipment, fixtures, furnishings, and personal property used or useful in the operation of the real estate, and all renewals or replacements thereof and substitutions therefor, whether or not the same are or shall be attached to the real estate or buildings in any manner. All property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, to the extent permitted by law, be deemed to form a part of the real estate and for the covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is pereby deemed to be a security agreement under the Uniform Commercial Code (UCC) for the purpose of creating a security interest in such property which Mortgagor hereby grants to the Mortgagee as Secured Party, (as such term is defined in the UCC). This instrument constitutes a fixture filing within the meaning of the UCC.

To have and to hold the premises hereby mortgaged and conveyed unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under valuation, appraisement and exemption laws of the State of Illinois, which rights and benefits Mortgagor hereby expressly releases and waives.

#### COVENANTS

- 1. Mortgagor covenants and agrees:
- a. To pay, when due, all sums secured hereby without demand, counterclaim, offset, deduction or defense.
- b. To keep the premises in good condition and repair and not to commit or permit waste thereon.
- c. To repair, replace, restore or rebuild any portion of the premises which may become damaged, destroyed or demolished with replacement at least (qual in quality and condition as existed, free from any security interest, encumbrance or reservation of title.
- d. To keep the buildings now and hereafter on the premises and all insurable parts of the real estate insured, under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, with companies and in sums satisfactory to Mortgagee. All insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
- e. To comply promptly with all statutes, ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, comply with all

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conditions and requirements necessary to preserve and extend all licenses, permits, privileges, franchises and concessions (including zoning variance, special exceptions and non-conforming uses) and not to permit the premises to be used for any unlawful purpose(s).

- f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.
- 2. Mortgagor hereby assigns and transfers to Mortgagee all rents, fees and revenues due or to become due under all licenses, bailments or agreements for use or occupancy of the premises hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee as independent and separate security for payment of the Note and performance of the agreements contained in this mortgage. Although this is a present assignment, Mortgagee will not exercise the rights granted to it until a default occurs.
- 3. Mortgagor hereby assigns and transfers to Mortgagee, up to the amount of the indebtedness secured by this mortgage, all awards of damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public or quasipublic use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use or (c) from rents and income, may, at Mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable and (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.
- 5. In the event of a default in the performance of any agreement of Mortgagor hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if: (a) there is a default retal period of thirty (30) days in any other mortgage created by mortgagor affecting the premises for a period of thirty (30) days, (b) the premises or any part thereof is attached, levied upon or seized, (c) any of the representations, warranties or statements of Mortgagor herein contained are incorrect or (d) Mortgagor abandons the premises, or sells or attempts to sell all or any part of or any interest in the premises, then and in any of such events and at any time thereafter, at Mortgagee's option, the whole amount hereby secured shall become immediately due and payable without notice or demand, and this mortgage may be foreclosed accordingly. Mortgagee shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the premises, with the power to protect and preserve the premises, to operate the premises preceding foreclosure or sale, and to collect the rents from the premises and apply the proceeds, over and above the cost of the receivership, against the

indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the premises exceeds the indebtedness due Mortgagee. Employment by Mortgagee shall not disqualify a person from serving as a receiver. If the mortgaged property is abandoned, Mortgagee may take immediate possession thereof with or without foreclosure.

- 6. If any of Mortgagor's covenants or agreements are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other lien, encumbrance, suit, or claim or redeem from any tax sale or foriciture affecting the premises or contest any tax assessment. All monies paid for any of the authorized purposes and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien hereof shall be additional indebtedness secured by this mortgage and shall become immediately due and payable without notice and with interest thereon at the rate provided in the Note.
- Mortgagee in the event of foreclosure of this mortgage or in connection with any proceeding to which Mortgagee is a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and for the preparation of such rejectosure, together with all other expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.
- 8. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural, the singular, and the use of any gend in shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof whether or not such person shall have executed the Note or this mortgage.
- 9. No remedy or right of Mortgagee is exclusive, but is in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in the exercise of any of Mortgagee's rights shall preclude the subsequent exercise thereof and no waiver by Mortgagee of any default by Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence of all provisions of this Mortgage.
- 10. Any notice required by this mortgage or by law shall be sufficiently given if delivered by hand or sent by certified mail, postage prepaid to the addresses of the respective

parties set forth above. Notices shall be deemed received on the third business day following the date of mailing.

In determining whether or not to make the loan secured hereby, Mortgagee 11. examined the credit-worthiness of Mortgagor and the guarantor, found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of the principal officers of Mortgagor in owning and operating property such as the premises, found the same to be acceptable and relied and continues to rely upon same as the means of maintaining the value of the premises which is Mortgagee's security for the loan. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption tess and/or increasing the interest rate on a loan the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the premises, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure of the junior encumbrances which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the premises if Mortgagee obtains possession thereof with the injention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the premises. Accordingly, 11 Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the premises, or any interest therein or if all or any portion of the beneficial interest in any trust which may at any time hold title to the premises is assigned (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or if Mortgagor or any beneficiary of a trust contract to do any of the foregoing, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor.

Mortgagor will not create, against the premises, any mongage lien or other lien superior or inferior to the lien of this Mortgage. The Mortgagor may contest any lien claim arising from any work performed, material furnished, or obligations incurred by Mortgagor upon furnishing security and indemnification satisfactory to Mortgagee for the final payment and discharge thereof. In the event Mortgagor shall create any superior or junior lien to be attached to the premises, the Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

12. Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagor a release of this mortgage to be recorded at Mortgagor's expense.

- 13. If at any time any federal, state, county, or municipal governmental subdivision or agency shall require revenue or other documentary stamps or impose any tax on this mortgage or the Note, then the indebtedness and accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing notice of the election to Mortgagor; provided, however, this mortgage and the Note shall remain in effect, if Mortgagor lawfully may and do pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee.
- 14. In the event of the enactment, after this date, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, examposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided however that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount of permitted by law, then, and in such event, the Mortgagee may elect by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within sixty (60) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor is not obligated to pay any portion of Mortgagee's federal income tax.
- of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of any obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the Note or by reason of the release, regardless of consideration, of all or any part of any security held for the indebtedness secured by this mortgage, or by reason of any agreement or stipulation between any subsequent owner of the premises and Mortgagee extending the time of payment or modifying the terms of the mortgage or Note, unless expressly released and discharged in writing by Mortgagee. Mortgagor and such other obligors shall continue to be liable to make payments according to the terms of any such extension or modification agreement. Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.
- 16. Mortgagor represents and warrants that the premises have not been and never will be, so long as this mortgage remains a lien, operated in violation of or used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq. (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), Toxic Substance Control Act, as amended, 15 U.S.C. § 2601, et seq. (TSCA); Federal Insecticide, Fungicide and Rodenticide

Act, as amended, 7 U.S.C. § 136, et seq. (FIFRA); Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901 et seq.; Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; Clean Water Act, as amended, 33 U.S.C. § 1201 et seq.; Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; Rivers and Harbors Appropriations Act, as amended, 33 U.S.C. § 407 et seq., applicable state laws or regulations adopted pursuant to any of the foregoing. Mortgagor authorizes Mortgagee and its agents to enter upon the premises to make such inspections and tests as Mortgagee may deem appropriate to determine compliance with this paragraph. Inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or any other person. Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all claims and losses resulting from any breach of this paragraph. The indemnification shall survive payment of the indebtedness and satisfaction of this mortgage.

- 17. At any time, and from time to time, upon request of Mortgagee, Mortgagor will execute and deliver to Mortgagee or Mortgagee's designee or cause to be filed or recorded at such time and in such offices as Mortgagee may deem appropriate, all mortgages, security agreements, financing statements, continuation statements, certificates and other documents as may be necessary or desirable in the sole opinion of Mortgagee to effectuate, complete, perfect, continue or preserve: (a) the obligations of Mortgagor under the Note, this mortgage or any related documents and (b) the liens and security interests created by this mortgage. Mortgagor shall reimburse Mortgagee for all coss and expenses incurred in connection with the matters referred to in this paragraph. If Mortgagor fails to do any of the things referred to in this paragraph, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact for the purpose of making, executing, delivering, filing, recording and doing all things as may be necessary or desirable to accomplish the matters referred to herein.
- 18. Mortgagor hereby waives any and all rights of recemption from sale under any order or decree of foreclosure of this mortgage on Mortgagor's own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring an interest in or title to the premises after the date of this mortgage.
  - 19. Mortgagor hereby waives and releases:
- a. All errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note or this mortgage;
- b. All benefits that might accrue to Mortgagor by virtue of any present or future law exempting the premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, and;
- c. Unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.

- 20. Time is of the essence of all provisions of this mortgage. All of the covenants of this mortgage shall run with the land.
  - 21. Mortgagor further represents, covenants and warrants:
  - a. That the terms and provisions of the Ground Lease are in full force and effect and unmodified.
  - b. That all rents (including additional rents and other charges) reserved in the Ground Lease have been paid to the extent they were due and payable prior to the date of this mortgage.
  - c. That there is no existing default under the provisions of the Ground Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of the lessee to be observed and performed.
- Mortgagor agrees to defend the leasehold estate created under the Ground Lease for the entire term set forth and the quiet and peaceful possession of the Mortgagee against all and every person or persons lawfully claiming, or who may claim the same or any part thereof, subject to the payment of the rents in the Ground Lease reserved and subject to the performance and observance of all of the terms, coverants, conditions and warranties thereof.
- 23. Mortgagor shall pay or cause to be paid all rents, additional rents, taxes, assessments, water rates, sewer rents, and other charges and impositions mentioned in and made payable by the Ground Lease, when and as often as the same become due and payable, and the Mortgagor will in every case take, or cause to be taken. A proper receipt for any such item so paid and will within ten (10) days after the time when such payment shall be due and payable deliver, or cause to be delivered to the Mortgagee, the original receipts for such payments.
- 24. Mortgagor shall at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions contained in the G our d Lease by the lessee therein to be kept and performed and in all respects conform to and comply with the terms and conditions of the Ground Lease, and Mortgagor further covenants that it shall not do or permit anything which will impair or tend to impair the security of this Mortgage or will be grounds for declaring a forfeiture of the Ground Lease, and upon any such failure, Mortgagor shall be in default under this Mortgage and subject to all of the rights and remedies of Mortgagee in this Mortgage contained.
- 25. Mortgagor shall not modify, extend or in any way alter the terms of the Ground Lease or cancel or surrender the Ground Lease, or waive, execute, condone or in any way release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements by the lessor to be done and performed; and Mortgagor does by these presents expressly release, relinquish and surrender unto Mortgagee all of its right, power and authority

to cancel, surrender, amend, modify or alter in any way the terms and provisions of the Ground Lease and any attempt on the part of Mortgagor to exercise any such right without the written authority and consent of Mortgagee thereto being first had and obtained shall constitute an event of default under the terms of this mortgage and the entire indebtedness hereby secured shall, at the option of Mortgagee, become due and payable immediately and without notice.

- 26. The entire indebtedness hereby secured shall immediately become due and payable at the option of Mortgagee, if Mortgagor fails to give Mortgagee prompt notice of any default under the Ground Lease or of the receipt by it of any notice of default from the lessor thereunder, or if Mortgagor fails to furnish to Mortgagee promptly any and all information which it may request concerning the performance by Mortgagor of the covenants of the Ground Lease, or if the Mortgagor fails to permit Mortgagee or its representatives at all reasonable times to make investigation or examination concerning the performance by Mortgagor of the covenants of the Ground Lease. Mortgagor shall also deposit with Mortgagee an exact copy of any notice, communication, plan specification or other instrument or document received or given by it in any way relating to or affecting the Ground Lease or the premises which may concern or effect the estate of the lessor or the lessee in or under the Ground Lease or in the real estate thereby demised.
- 27. In the event of any failure by Mortgagor to perform any covenant on the part of lessee to be observed and performed under the Ground Lease, the performance by Mortgagee on behalf of Mortgagor of the Ground Lease covenant shall not remove or waive, as between Mortgagor and Mortgagee, the corresponding event of default under the terms hereof and any amount so advanced by Mortgagee or any costs incurred in connection therewith, with interest thereon at the default rate provided in the Note.
- 28. So long as any of the indebtedness hereby secured by this Mortgage shall remain unpaid, unless the Mortgagee shall otherwise in writing content, the fee title and the leasehold estate in the real estate shall not merge but shall always by kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third-party, by purchase or otherwise; and Mortgagor covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in the real estate covered by the Cround Lease, this Mortgage shall attach to and be a first lien upon such other estate so acquired and such other estate so acquired by Mortgagor shall be considered as mortgaged, assigned or conveyed to Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread. The provisions of this paragraph shall not apply in the event the holder of the Note acquires the fee of the mortgaged premises except if Mortgagee shall so elect.

IN WITNESS WHEREOF, Mortgagor has executed this mortgage the day and year first above written.

	PEOPLES AUTO PARKING COMPANY NO. 2
	By: Thomas M. flat Par
Attest: Moment Bory See	
STATE OF ILLINOIS (1)	
COUNTY OF COOK )	
me to be the same persons whose names a president and secretary, respectively, appear	president of the corporation and ry of the corporation, who are personally known to are subscribed to the foregoing instrument, as such are defore and this day in person and acknowledged aid instrument as their own free and voluntary act of herein set form.
GIVEN under my hand and Notarial	Seal this day of , 1992.
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Му Со	ommission Expires:
JCG/6532	OFFICIAL SEAL Marion J. Nathan Return Priblic, State of Illinois Return Pripres Dec. 7, 1992

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EXHIBIT A



#### EXHIBIT A

#### LEGAL DESCRIPTION

#### PARCEL 1:

The Sub-Leasehold estate created by the instrument referred to herein as the Sub-Lease, executed by Investment Properties Associates, as Sub-Lessor, and Peoples Auto Parking Company No. 2. a correction of Illinois, as Sub-Lessee, dated 4-1-11 a memorandum of which was recorded on February 14, 1992 as document number 920(0)5, which Sub-Lease demises the land for a term of years beginning August 31, 1991 and ending July 31, 2006.

#### PARCEL 2:

The Leasehold Estate created in and by that certain Indenture of Ground Lease made by American National Bank and Trust Company of Chicago, a National Banking association, as trustee under the terms of a trust agreement dated May 1, 1959 and recorded May 21, 1959 as document no. 17544868 and as amended by an agreement dated November 8, 1965 recorded November 9, 1965 as document 19644699 made by the University of Chicago, a corporation of Illinois, Lessor by assignment and by Lasalle National Bank, as trustee under the terms of a trust agreement known as trust number 22890, Lessee by assignment, demising and leasing the land for aterm of 99 years beginning May 1, 1950 and ending April 30, 2058, (excepting the buildings and all improvements now located thereon)

#### PARCEL 3:

The Northeast 1/2 of Lot 4 and that part of Lot 3 described as follows: beginning at the most westerly corner of said Lot 3; thence northerly along the westerly line of said lot, 31.59 feet; thence easterly 100.61 feet to a point in the easterly line of said Lot 3, 30.89 feet northerly of the southeasterly corner of said Lot 3, thence westerly along the southerly line of said Lot, 100.61 feet to the point of beginning all in the subdivision of Lots 3, 4, 7, 8 and 10 to 19, inclusive in Block 4 in Fort Dearborn Addition to Chicago, being in Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 17-10-300-001 ADDRESS OF PROPERTY: 81-87 East Wacker Dr. 17-10-300-002 Chicago, Illinois 17-10-300-003

17-10-300-004