

93932804

IL666/M-000205800

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Anthony L. Grimaldi, Esq.
Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, New York 10017

Box 15
DKW

93932804

DEPT-01 RECORDINGS \$37.00
T#8999 TRAN 1707 11/16/93 14:55:00
#1153 # *-93-932804
COOK COUNTY RECORDER

SECOND AMENDMENT TO MEMORANDUM OF LEASE

This Second Amendment to Memorandum of Lease (this "Second Amendment") is made as of the 1st day of January, 1993, by and between LASALLE NATIONAL TRUST, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495 (hereinafter called "Lessor" and/or "Lessor Trustee") and LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 (hereinafter called "Lessee" and/or "Lessee Trustee").

a. Lessor and Lessee have entered into that certain Lease Agreement (the "Lease Agreement"), dated October 7, 1988, and that certain Memorandum of Lease (the "Memorandum"), dated of even date with the Lease, which Memorandum was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Official Records"), on October 7, 1988 as Document No. 88464426.

b. The Lease Agreement was amended by that certain First Amendment to Lease Agreement (the "First Amendment") dated as of April 20, 1989, by and between Lessor and Lessee, and the Memorandum was amended by that certain First Amendment to Memorandum of Lease dated of even date with the First Amendment, which First Amendment to Memorandum of Lease was recorded on May 10, 1989 in the Official Records as Document No. 89209932.

c. The Lease Agreement and the First Amendment were further amended by a Second Amendment to Lease Agreement (the "Second Amendment") dated as of January 1, 1993, made by and between Lessor and Lessee (the Lease Agreement as amended by the First Amendment and the Second is hereinafter collectively

T 298543 DKW 1 Box 15

93932804

37⁰⁰
h

UNOFFICIAL COPY

11/11/11

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL666/M-000205800

referred to as the "Lease").

d. Lessee and Lessor have agreed to enter into this Second Amendment to Memorandum of Lease to give notice of the existence of the Second Amendment and to modify the Memorandum as hereinafter set forth.

e. Pursuant to the Lease, Lessor (among other things) leased to Lessee that certain real property (the "Real Property") as described therein and in the Memorandum and legally described on Exhibit A attached thereto.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease referred to herein and in the Memorandum and First Amendment to Memorandum Lease is the Lease as defined in recital C. hereof.

2. Ratification. This Second Amendment shall be considered as an amendment and supplement to the Memorandum and First Amendment to Memorandum of Lease (hereinafter collectively the "Memorandum") and, except as hereinabove expressly amended and supplemented, the Memorandum and all terms, conditions and provisions thereof shall in all respects remain unamended and unchanged and shall be deemed to be hereby restated, ratified and reaffirmed. All references to the Memorandum in the Memorandum or in any other document shall hereafter be deemed to refer to the Memorandum as amended and supplemented hereby and as it may be further amended, modified, supplemented or restated from time to time.

3. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Trustee Exculpation. This Second Amendment is executed by the Lessor Trustee and the Lessee Trustee not individually or personally, but solely as trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such trustees and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Lessor Trustee and/or the Lessee

UNOFFICIAL COPY

9 3 0 3 1 0 4

IL666/M-000205800

Trustee personally to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein, all such personal liability of the Lessor Trustee and/or the Lessee Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right or security under this Second Amendment.

The Lessor Trustee and the Lessee Trustee hereby represent that they possess full power and authority to execute and deliver this instrument.

Nothing in this Paragraph 4 shall in any way affect or alter the rights that Lessor may have to collect any money that may be due Lessor out of the Cash Escrow Agreement or the Management Fee Escrow, or affect or alter the rights that Lessor has under the Indemnity and Payment Agreement and the Environmental Indemnity (the terms Cash Escrow Agreement, Management Fee Escrow, Indemnity and Payment Agreement and Environmental Indemnity are defined in Note No. 1).

5. Captions. Section captions contained herein are for convenience of reference only and in no way define, limit or interpret the scope or intent of the provisions contained herein.

6. Entire Agreement. The Memorandum as amended by this Second Amendment constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and statements relating to the subject matter hereof. Neither the Memorandum nor this Second Amendment may be amended in any manner other than by a supplemental written agreement executed by the parties.

7. Counterparts. This Second Amendment may be signed in counterparts, each of which shall be binding upon the parties hereto all of which, taken together, shall constitute one and the same Second Amendment.

8. Capitalized Terms. Any term capitalized but not defined herein shall have the same meaning for the purposes hereof as in the Lease.

93302804

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL666/M-000205800

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Second Amendment as of the date set forth above.

LESSOR:

LaSalle National Bank, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495

Attest:

Rosemary Collins
Name: Rosemary Collins
Title: ATTORNEY AT LAW

By: Joseph W. Lane
Name: JOSEPH W. LANE
Title: SR. VICE PRESIDENT

LESSEE:

LASALLE NATIONAL TRUST, N.A. Successor Trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701

Attest:

Rosemary Collins
Name: Rosemary Collins
Title: ATTORNEY AT LAW

By: Joseph W. Lane
Name: JOSEPH W. LANE
Title: SR. VICE PRESIDENT

UNOFFICIAL COPY

9 3 0 3 0 0 4

ACKNOWLEDGMENTS

STATE OF ~~ILLINOIS~~ ^{New York})
COUNTY OF ~~COOK~~ ^{New York}) SS:

I, G. Ann Oliva, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that JUSTIN W. LANG, Vice President of LASALLE NATIONAL TRUST, N.A., as successor trustee to LaSalle National Bank, and Barbara Collins, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of November, 1993.

G. Ann Oliva
Notary Public

(Notarial Seal)

My Commission Expires:

G. ANN OLIVA
Notary Public, State of New York
No. 821170
Qualified in Queens County
Certificate Filed in N.Y. County
Commission Expires Nov. 30, 1994

93032804

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 3 2 5 1 0 1

EXHIBIT A-1

Commercial Parcel

Property of Cook County Clerk's Office 9 3 2 5 1 0 1
9 3 2 5 1 0 1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL666/M-000205800

Page 1 of 2

EXHIBIT A

Legal Description of Commercial Parcel

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 October 7, 1988 between LaSalle National Bank, Trust No. 113495, as Lessor, and LaSalle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded October 7, 1988 as Document No. 88-464,426 and the First Amendment to said Lease, a memorandum of which Amendment was recorded May 10, 1989 as Document No. 89-209,932, as further amended by Second Amendment to said Lease, dated of even date herewith, a memorandum of which Amendment was recorded on 11/11/93 as Document No. _____ (herein collectively called "Ground Lease"), which Ground Lease demises and leases for a term commencing October 7, 1988 and expiring at midnight on June 30, 2064 the following described land (excepting and excluding all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464,425) 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) together with all rights and privileges of said lessee as same relate to an interest in real estate:

Lots 1, 2, 3 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of 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, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433.

PARCEL TWO:

Ownership interest in the improvements located on the land described in Estate One, said interest being all right, title and interest of Grantor (as reserved in the deed from LaSalle National Bank, Trust No. 107701, to LaSalle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464,425) 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL666/M-000205800

Page 2 of 2

PARCEL THREE:

Perpetual Easements and other Easement Rights for the benefit of Parcels One and Two as declared and created by the Declaration of Covenants, Conditions, Restrictions and Easements made by LaSalle National Bank, Trust No. 197701, and LaSalle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208,434, said easements being over Lots 4 and 5 in 900 North Michigan, being a Resubdivision of the land, property and space of 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, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433, together with all of the rights, powers, privileges and benefits under the Declaration of Covenants, Conditions, Restrictions and Easements and any amendments thereof accruing thereunder to the Owner of Parcel One, its successors, legal representatives and assigns.

Permanent Index Number:	17-03-211-023 (Lot 1)	Volume 496
	17-03-211-024 (Lot 2)	
	17-03-211-025 (Lot 3)	
	17-03-211-028 (Lot 4)	
	17-03-211-029 (Lot 7)	

9333804

UNOFFICIAL COPY

Property of Cook County Clerk's Office