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COOK COUNTY, ILLINOIS
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02-03-93
(Riverbend)

FIFTH MODIFICATION AGREEMENT

85-
EX

THIS FIFTH MODIFICATION AGREEMENT (the "Agreement") dated as of October 1, 1992, by and among LASALLE NATIONAL TRUST, N.A., a national banking association, Successor Trustee to LaSalle National Bank, as Trustee under a Trust Agreement dated January 1, 1989, and known as Trust No. 114065 (the "Mortgagor"), L&M RIVERBEND VENTURE, an Illinois partnership (the "Beneficiary"), LEVY RIVERBEND LIMITED PARTNERSHIP, an Illinois limited partnership ("Riverbend Limited"), LEVY RIVERBEND CORPORATION, an Illinois corporation ("Riverbend"), LAWRENCE F. LEVY and MARK A. LEVY (collectively, the "Individual Guarantors") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

WHEREAS, the Mortgagor, the Beneficiary, Riverbend Limited, Riverbend, the Individual Guarantors and the Bank heretofore entered into the following documents:

- (i) Commitment Letter dated March 27, 1989 (the "Commitment"), from the Bank to the Mortgagor and the Beneficiary;
- (ii) Amended and Restated Mortgage Note dated July 1, 1991 (the "First Amended Note"), from the Mortgagor to the Bank;
- (iii) Mortgage and Security Agreement dated as of March 27, 1989 (the "Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 28, 1989, as Document No. 80134786;

Permanent Index Numbers:

17-09-306-005-0000
17-09-306-006-0000
17-09-306-009-0000
17-09-501-004-0000
17-09-306-007-6001
17-09-306-007-6002

This Instrument Prepared by and to be Returned after Recording to:

Alvin L. Kruse, Esq.
Elizabeth P. Strand, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

Address of Premises:

Northeast corner of the
intersection of Lake and
Canal Streets, Chicago, Illinois

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(iv) Assignment of Rents and Leases dated as of March 27, 1989, from the Mortgagor and the Beneficiary to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 28, 1989, as Document No. 89134787;

(v) Indemnity Agreement dated as of April 1, 1990 (the "Indemnity Agreement"), from the Beneficiary, Riverbend Limited, Riverbend and the Individual Guarantors to the Bank;

(vi) Collateral Assignment of Beneficial Interest dated as of March 27, 1989, from the Beneficiary to the Bank; and

(vii) Guaranty of Payment and Performance dated as of March 27, 1989, from Riverbend Limited, Riverbend and the Individual Guarantors to the Bank; and

WHEREAS, the documents described in (i), (iii), (iv), (vi) and (vii) above were previously modified and amended by the Modification Agreement dated as of March 1, 1990 (the "First Modification"), by and among the Mortgagor, the Beneficiary, Riverbend Limited, Riverbend, the Individual Guarantors and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 2, 1990, as Document No. 90148428, the Modification and Spreader Agreement dated as of April 1, 1990 (the "Second Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 17, 1990, as Document No. 90173169, the Third Modification Agreement dated as of January 1, 1991 (the "Third Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 6, 1991, as Document No. 91058572, and the Fourth Modification Agreement dated as of July 1, 1991 (the "Fourth Modification"), by and among said parties, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 8, 1992, as Document No. 92012819 (the First Modification, the Second Modification, the Third Modification and the Fourth Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Indemnity Agreement was executed and delivered to the Bank in connection with the Second Modification, and was modified and amended by the Third Modification and the Fourth Modification, and the First Amended Note was executed and delivered to the Bank in connection with the Fourth Modification; and

WHEREAS, the documents described in (i), (iii), (iv), (vi) and (vii) above, the First Amended Note and the Indemnity Agreement, as modified and amended by and/or as executed and delivered in connection with the Previous Modifications, are sometimes referred to herein collectively as the "Documents"; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

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WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity. The maturity date of the loan evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby extended from to October 1, 1992, to January 31, 1995, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "October 1, 1992" is hereby changed to "January 31, 1995" each time it appears in the Documents.

Section 3. Reduction of Loan Amount. The parties acknowledge and agree that, as a result of previous payments, as of the date of this Agreement the outstanding principal balance of the Loan is \$12,930,953.12. The amount of the Loan is hereby reduced from \$13,350,010.84 to \$12,930,953.12, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the figure "\$13,350,010.84" is hereby changed to the figure "\$12,930,953.12" each time it appears in any of the Documents, and the words "Thirteen Million Three Hundred and Fifty Thousand Ten and 84/100" are hereby changed to the words "Twelve Million Nine Hundred and Thirty Thousand Nine Hundred Fifty-Three and 12/100" each time they appear in any of the Documents.

Section 4. Prime-Based Interest Rate. From and after October 1, 1992, interest on the Loan shall be at a variable rate of 1/2% per annum in addition to the Bank's Prime Rate (as defined in the Second Amended and Restated Mortgage Note the form of which is attached hereto as Exhibit B), subject to the right of the Mortgagor to elect to fix the interest rate on the Loan at a LIBOR-Based Rate (as defined in such Second Amended and Restated Mortgage Note). All of the Documents are modified and amended accordingly. Without limitation on the generality of the foregoing, Section 2.1 of the Mortgage shall be further amended as provided in Section 7 hereof.

Section 5. Payments of Principal and Interest. (a) From and after the date hereof, Sections 5, 6 and 7 of the Fourth

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Modification, which Sections provide for certain scheduled payments of principal and interest on the Loan, shall be of no further force and effect and are hereby deleted from the Fourth Modification.

(b) The Mortgagor shall make payments of principal and interest on the Loan on each of the following dates, in the following amounts:

(i) On the first day of each of the months of October, 1992, through January, 1993, the Mortgagor shall pay all accrued interest on the Loan.

(ii) On the first day of each of the months of February 1993, through January, 1994, the Mortgagor shall pay all accrued interest on the Loan and shall make a principal payment in the amount of \$10,000.

(iii) On the first day of each of the months of February, 1994, through January, 1995, the Mortgagor shall pay all accrued interest on the Loan and shall make a principal payment in the amount of \$20,000.

The balance of the principal of and all accrued and unpaid interest on the Loan shall be due and payable on January 31, 1995.

(c) All of the Documents are hereby modified and amended in order to incorporate the foregoing provisions of this Section 5.

Section 6. Second Amended and Restated Mortgage Note.

Without limitation on the generality of Sections 4 and 5 hereof, in order to provide for the interest rates referred to in Section 4 hereof and for the principal and interest payments referred to in Section 5 hereof, the Mortgagor shall execute and deliver to the Bank, and the Bank shall accept, a Second Amended and Restated Mortgage Note in the form attached to this Agreement as Exhibit B (the "Second Amended Note"), which Second Amended Note shall supersede and replace the First Amended Note effective as of the date of this Agreement. From and after the execution and delivery of the Second Amended Note, all references in the Documents to the "Note" shall be deemed to be references to the Second Amended Note.

Section 7. Amendment to Mortgage. Without limitation on the generality of Sections 4 and 5 hereof, in order to provide for the interest rates referred to in Section 4 hereof and the principal and interest payments referred to in Section 5 hereof, the text of Section 2.1 of the Mortgage is hereby deleted and replaced with the following:

The Mortgagor covenants and agrees that it will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured

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as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums to be paid by the Mortgagor as provided in the Loan Documents, and that it will duly and punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagor. The Note secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$12,930,953.12, and bears interest at a variable rate of 1/2% in addition to the Mortgagee's Prime Rate (as defined in the Note) from time to time in effect while the Note is outstanding. The Mortgagor has the option from time to time in the manner provided in the Note to convert the interest rate on the Note from such variable rate to a rate based on the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Mortgagee, calculated as provided in the Note. The Mortgagor shall make payments of principal and interest on the Note as follows:

(i) On the first day of each of the months of October, 1992, through January, 1993, the Mortgagor shall pay all accrued interest on the Note.

(ii) On the first day of each of the months of February, 1993, through January, 1994, the Mortgagor shall pay all accrued interest on the Note and shall make a principal payment in the amount of \$10,000.

(iii) On the first day of each of the months of February, 1994, through January, 1995, the Mortgagor shall pay all accrued interest on the Note and shall make a principal payment in the amount of \$20,000.

All of the unpaid principal of and accrued and unpaid interest on the Note shall be due and payable on January 31, 1995.

Section 8. Financing Fee. As a condition to the extension of the maturity date of the Loan provided for in Section 2 of this Agreement, at the time of the execution and delivery of this Agreement, the Mortgagor shall pay to the Bank a non-refundable extension fee in the amount of \$30,000; provided, however, that the Bank shall waive the requirement of such extension fee in the event the Mortgagor shall at such time make a partial prepayment on the

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Loan in the amount of \$30,000. The parties hereby acknowledge and agree that the Mortgagor has elected to make such partial prepayment on the Loan.

Section 9. Attachment to Second Amended Note. The Bank may, and prior to any transfer by it of the Second Amended Note shall, attach a copy of this Agreement to the original Second Amended Note and place an endorsement on the Second Amended Note making reference to the fact that such attachment has been made.

Section 10. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor, the Beneficiary, Riverbend Limited, Riverbend and the Individual Guarantors hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 11. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies and represents, and the Beneficiary, Riverbend Limited, Riverbend and the Individual Guarantors hereby certify, represent and warrant, to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 12. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

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Section 13. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 16. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 17. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 19. Execution by Mortgagor. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Mortgagor, while in form purporting to be the representations, covenants, undertakings and agreements of the Mortgagor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by LaSalle National Trust, N.A., in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against LaSalle National Trust, N.A., on account of this Agreement or on account of any representation, covenant, undertaking or

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12/11/2011

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agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL TRUST, N.A.,
Successor Trustee to LaSalle National Bank,
as Trustee as aforesaid and not personally

(SEAL)

By _____
Title:

Attest:

Title:

LEM RIVERBEND VENTURE, an Illinois partnership

By Levy Riverbend Limited Partnership,
an Illinois limited partnership, Partner

By Levy Riverbend Corporation,
an Illinois corporation, General Partner

By _____
Title: *President*

By River Bend Associates Limited Partnership,
an Illinois limited partnership, Partner

By CEM-RB, Inc.,
an Illinois corporation, General Partner

By _____
Title:

LEVY RIVERBEND LIMITED PARTNERSHIP,
an Illinois limited partnership

By Levy Riverbend Corporation,
an Illinois corporation, General Partner

By _____
Title: *President*

LEVY RIVERBEND CORPORATION

By _____
Title: *President*

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agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LA SALLE NATIONAL TRUST, N.A.,
Successor Trustee to LaSalle National Bank,
as Trustee as aforesaid and not personally

(SEAL)

By *Ronny Callan*
Title: CONSTATE VICE PRESIDENT

Attest:

Nancy A. Dineen
Title: CLERK

I&M RIVERBEND VENTURE, an Illinois partnership

By Levy Riverbend Limited Partnership,
an Illinois limited partnership, Partner

By Levy Riverbend Corporation,
an Illinois corporation, General Partner

By _____
Title: _____

By River Bend Associates Limited Partnership,
an Illinois limited partnership, Partner

By CEM-RB, Inc.,
an Illinois corporation, General Partner

By *[Signature]*
Title: Vice President

LEVY RIVERBEND LIMITED PARTNERSHIP,
an Illinois limited partnership

By Levy Riverbend Corporation,
an Illinois corporation, General Partner

By _____
Title: _____

LEVY RIVERBEND CORPORATION

By _____
Title: _____

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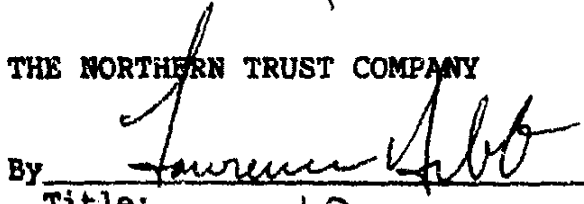
11/15/2011

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Lawrence E. Levy


Mark F. Levy

THE NORTHERN TRUST COMPANY

By 

Title: V.P.

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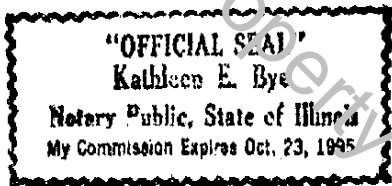
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

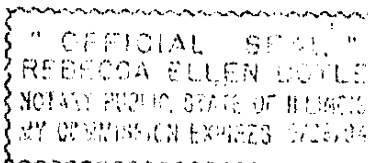
^{9th} The foregoing instrument was acknowledged before me this day of February, 1993, by Rosemary Collins and NANCY A. STACK Assistant Vice President and Assistant Secretary, respectively, of LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated January 1, 1989, and known as Trust No. 114065, on behalf of said Trustee.



Kathleen E. Bye
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

^{8th} The foregoing instrument was acknowledged before me this day of Feb, 1993, by Lawrence F. Levy, of Levy Riverend Corporation, an Illinois corporation, general partner of Levy Riverend Limited Partnership, an Illinois limited partnership, a partner of L&M Riverend Venture, an Illinois partnership, on behalf of said corporation, said limited partnership and said partnership.



Rebecca Ellen Dwyer
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this day of _____, 1993, by _____ of CEM-RE, Inc., an Illinois corporation, general partner of River Bend Associates Limited Partnership, an Illinois limited partnership, a partner of L&M Riverend Venture, an Illinois partnership, on behalf of said corporation, said limited partnership and said partnership.

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
____ day of _____, 1993, by _____ and
_____,
respectively, of LaSalle National Trust, N.A., Successor Trustee to
LaSalle National Bank, Trustee under a Trust Agreement dated
January 1, 1989, and known as Trust No. 114065, on behalf of said
Trustee.

Notary Public

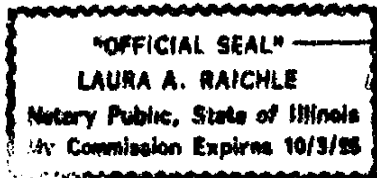
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
____ day of _____, 1993, by _____,
_____, of Levy Riverbend Corporation, an Illinois
corporation, general partner of Levy Riverbend Limited Partnership,
an Illinois limited partnership, a partner of L&M Riverbend Venture,
an Illinois partnership, on behalf of said corporation, said limited
partnership and said partnership.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
5th day of February, 1993, by _____,
_____, of CEM-RB, Inc., an Illinois corporation,
general partner of River Bend Associates Limited Partnership, an
Illinois limited partnership, a partner of L&M Riverbend Venture, an
Illinois partnership, on behalf of said corporation, said limited
partnership and said partnership.



Notary Public

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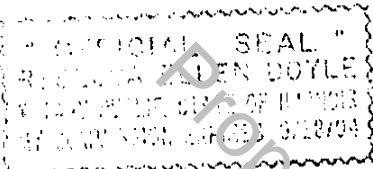
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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

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) SS
COUNTY OF COOK)

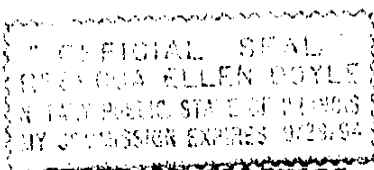
8th day of FEB, 1993, by Lawrence F. Levy,
of Levy Riverbend Corporation, an Illinois
corporation, general partner of Levy Riverbend Limited Partnership,
an Illinois limited partnership, on behalf of said corporation and
said limited partnership.



Rosa Ellen Doyle
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

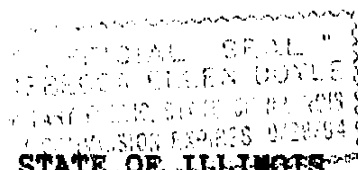
8th day of FEB, 1993, by Lawrence F. Levy,
of Levy Riverbend Corporation, an Illinois
corporation, on behalf of said corporation.



Rosa Ellen Doyle
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

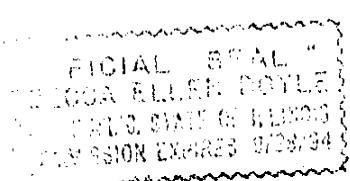
8th day of FEB, 1993, by Lawrence F. Levy.



Rosa Ellen Doyle
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

8th day of FEB, 1993, by Mark A. Levy.



Rosa Ellen Doyle
Notary Public

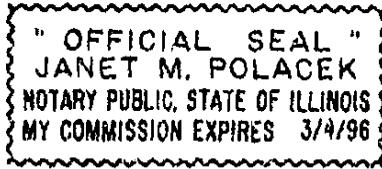
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
11th day of February, 1993, by Lawrence E. Webb
Vice President of The Northern Trust
Company, an Illinois banking corporation, on behalf of the
corporation.

Janet M. Polacek
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND COMPRISED OF EACH OF ORIGINAL WATER LOTS OR WHARFING LOTS 1, 2, 3, 4 AND 5 ALL IN BLOCK 'K' IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, A PART OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET, LYING NORTH OF AND ADJOINING THE ORIGINAL WATER OR WHARFING LOT 1 AFORESAID, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID BLOCK 'K' BEING ALSO THE EAST LINE OF NORTH CANAL STREET, AT A POINT WHICH SOUTH 252.60 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID BLOCK 'K' AND RUNNING THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 'K', A DISTANCE OF 99.05 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 16.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 11.00 FEET, A DISTANCE OF 15.94 FEET TO A POINT OF TANGENCY WITH A STRAIGHT LINE, BEARING SOUTH 07 DEGREES, 04 MINUTES, 28 SECONDS EAST FROM A POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF SAID SOUTH 1/2 OF VACATED CARROLL STREET, 20.15 FEET (MEASURED ALONG SAID SOUTH LINE OF THE NORTH 30.00 FEET) EAST FROM THE NORTHWARD EXTENSION OF THE WEST LINE OF BLOCK 'K' AFORESAID; THENCE SOUTH 07 DEGREES, 04 MINUTES, 28 SECONDS EAST ALONG SAID LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 13.97 FEET, TO A POINT WHICH IS 70.02 FEET (MEASURED ALONG SAID LINE) SOUTHEASTERLY FROM THE AFORESAID POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET; THENCE NORTH 82 DEGREES, 55 MINUTES, 32 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 07 DEGREES, 04 MINUTES, 28 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE SOUTH 87 DEGREES, 04 MINUTES, 20 SECONDS EAST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET, A DISTANCE OF 8.12 FEET TO THE EASTERLY FACE OF THE PRESENT DOCK LINE ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG THE EASTERLY FACE OF THE PRESENT DOCK LINE AFORESAID, A DISTANCE OF 391.69 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 'K'; THENCE WEST ALONG SAID SOUTH LINE OF BLOCK 'K', BEING ALSO THE NORTH LINE OF VACATED WEST FULTON STREET, A DISTANCE OF 23.22 FEET TO A POINT WHICH IS 114.74 FEET EAST OF THE AFOREMENTIONED SOUTH WEST CORNER OF SAID BLOCK 'K'; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, MAKING AN ANGLE OF 62 DEGREES, 14 MINUTES, 20 SECONDS FROM WEST TO NORTH WEST, WITH SAID SOUTH LINE OF BLOCK 'K', A DISTANCE OF 143.13 FEET TO A POINT; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 600.00 FEET, A DISTANCE OF 74.90 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO SAID LAST DESCRIBED ARC OF CIRCLE, A DISTANCE OF 61.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF THE PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE

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WHICH IS AT AN ELEVATION OF 12.55 FEET ABOVE CHICAGO CITY DATUM AND CONTAINED WITHIN THE VERTICAL PROJECTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND, COMPRISING A PART OF ORIGINAL WATER LOT OR WHARFING LOT 1, IN BLOCK 'K' IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 1/2 (EXCEPT THE NORTH 3.00 FEET OF SAID SOUTH 1/2) OF VACATED WEST CARROLL STREET LYING NORTH OF AND ADJACENT TO SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHWARD PROLONGATION TO WEST LINE OF SAID BLOCK 'K' WHICH IS 394.35 FEET NORTH OF THE SOUTH WEST CORNER THEREOF, SAID POINT BEING ON THE EAST LINE OF NORTH CANAL STREET, AND IN THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET; THENCE SOUTH 87 DEGREES, 04 MINUTES, 20 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 3.00 FEET OF VACATED WEST CARROLL STREET AFORESAID, A DISTANCE OF 20.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES, 04 MINUTES, 28 SECONDS EAST, A DISTANCE OF 70.02 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES, 32 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 07 DEGREES, 04 MINUTES, 28 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE NORTH 87 DEGREES, 04 MINUTES, 20 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE NORTH 02 DEGREES, 55 MINUTES, 40 SECONDS EAST, A DISTANCE OF 3.68 FEET TO THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET AFORESAID; THENCE NORTH 87 DEGREES, 04 MINUTES, 20 SECONDS WEST, A DISTANCE OF 44.21 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED FULTON STREET SOUTH OF AND ADJOINING PARCEL (EXCEPT THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE JOINT RIGHT OF WAY AS SHOWN ON DOCUMENT 11391430; RECORDED APRIL 27, 1934) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND COMPRISED OF PARTS OF EACH OF LOTS 1, 4, 5, AND 8, (THE EASTERLY LINE OF SAID LOTS 1, 4, 5, AND 8 BEING THE EASTERLY FACE OF "THE DOCK" AS LOCATED IN 1913), TOGETHER WITH A PART OF VACATED WEST WATER STREET IN BLOCK 22 IN ORIGINAL TOWN OF CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF AND ADJACENT TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED BY ABNER J. STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, SAID EASTERLY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF BLOCK 22, BEING THE INTERSECTION

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OF THE EAST LINE OF NORTH CANAL STREET WITH THE SOUTH LINE OF VACATED FULTON STREET; THENCE NORTH 89 DEGREES, 16 MINUTES, 58 SECONDS EAST ALONG SAID SOUTH LINE OF VACATED FULTON STREET A DISTANCE OF 155.50 FEET TO THE POINT OF BEGINNING OF SAID EASTERLY LINE; THENCE SOUTH 28 DEGREES, 28 MINUTES, 42 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 198.77 FEET; THENCE SOUTHEASTWARDLY, ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 588.69 FEET, AN ARC DISTANCE OF 156.31 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST LAKE STREET) WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE OF WEST LAKE STREET, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

ALL THAT PROPERTY AND SPACE ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND COMPRISED OF PARTS OF EACH OF WATER LOTS 2, 3, 4 AND 5 IN BLOCK K AND PARTS OF EACH OF LOTS 1, 4, 5 AND 8 IN BLOCK 22, (THE EASTERLY LINE OF SAID LOTS 1, 4, 5, AND 8 BEING THE EASTERLY FACE OF "THE DOCK" AS LOCATED IN 1913), TOGETHER WITH PARTS OF VACATED FULTON STREET AND VACATED WEST WATER STREET, ALL IN ORIGINAL TOWN OF CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING HERETOFORE DESCRIBED AS THREE INDIVIDUAL TRACTS IN DEED BY ABNER STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF WATER LOT 3 IN BLOCK K (SAID WEST LINE BEING ALSO THE EAST LINE OF NORTH CANAL STREET) WHICH IS 167.56 FEET NORTHERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK K, AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 1 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET, A DISTANCE OF 85.04 FEET TO THE MOST NORTHERLY CORNER OF THE NORTHERLY TRACT OF LAND DESCRIBED IN AFOREMENTIONED DOCUMENT NO. 11391430; THENCE SOUTH 21 DEGREES, 19 MINUTES, 32 SECONDS EAST ALONG AN EASTERLY LINE OF SAID DOCUMENT NO. 11391430 A DISTANCE OF 61.65 FEET; THENCE CONTINUING SOUTHEASTWARDLY ALONG AN EASTERLY LINE OF SAID DOCUMENT, BEING HERE A CURVED LINE, CONVEXED SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 74.90 FEET; THENCE SOUTH 28 DEGREES, 28 MINUTES, 42 SECONDS EAST ALONG AN EASTERLY LINE OF SAID DOCUMENT, BEING TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 143.13 FEET TO A POINT ON THE SOUTHERLY LINE OF WATER LOT 5 IN BLOCK K (SAID SOUTHERLY LINE BEING THE NORTHERLY LINE OF VACATED FULTON STREET) WHICH POINT IS 114.74 FEET EASTERLY FROM THE SOUTH WEST

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CORNER OF AFOREMENTIONED BLOCK K, AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE CONTINUING SOUTH 28 DEGREES, 28 MINUTES, 42 SECONDS EAST ALONG THE EASTERLY LINE OF THE MIDDLE TRACT DESCRIBED IN DOCUMENT NO. 11391430, A DISTANCE OF 90.41 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN BLOCK 22 (SAID NORTH LINE BEING THE SOUTHERLY LINE OF VACATED FULTON STREET), WHICH POINT IS 155.50 FEET EASTERLY FROM THE NORTH WEST CORNER OF SAID BLOCK 22 AS MEASURED ALONG SAID NORTH LINE, THENCE CONTINUING SOUTH 28 DEGREES, 28 MINUTES, 42 SECONDS EAST ALONG AN EASTERLY LINE OF THE SOUTHERLY TRACT DESCRIBED IN AFORESAID DOCUMENT NO. 11391430 A DISTANCE OF 198.77 FEET; THENCE SOUTHEASTWARDLY ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 588.69 FEET AN ARC DISTANCE OF 156.31 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 22 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST LAKE STREET) WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE; THENCE SOUTH 89 DEGREES, 22 MINUTES, 58 SECONDS WEST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 41.49 FEET TO THE SOUTH WEST CORNER OF THE SOUTHERLY TRACT OF LAND CONVEYED BY DOCUMENT NO. 11391430; THENCE NORTHWESTWARDLY ALONG A WESTERLY LINE OF SAID TRACT, BEING HERE A CURVED LINE, CONVEXED NORTHEASTERLY, HAVING A RADIUS OF 347.75 FEET AND A CHORD BEARING OF NORTH 17 DEGREES, 02 MINUTES, 56 SECONDS WEST AN ARC DISTANCE OF 138.74 FEET; THENCE NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG A WESTERLY LINE OF SAID TRACT, BEING TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 214.56 FEET TO A POINT ON THE NORTH LINE OF BLOCK 22 (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF VACATED FULTON STREET) WHICH POINT IS 121.60 FEET EASTERLY FROM THE NORTH WEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE; THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST AND ALONG THE WESTERLY LINE OF THE MIDDLE TRACT CONVEYED BY DOCUMENT NO. 11391430 A DISTANCE OF 90.41 FEET TO A POINT ON THE SOUTH LINE OF WATER LOT 5 IN BLOCK K (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF AFOREMENTIONED VACATED FULTON STREET) WHICH POINT IS 80.84 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK K, AS MEASURED ALONG SAID SOUTH LINE; THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG A WESTERLY LINE OF THE NORTHERLY TRACT CONVEYED BY DOCUMENT NO. 11391430 A DISTANCE OF 155.35 FEET; THENCE NORTH 21 DEGREES, 19 MINUTES, 32 SECONDS WEST ALONG SAID WESTERLY LINE A DISTANCE OF 32.13 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS;

PARCEL 5:

ALL THE PROPERTY AND SPACE ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 32.83 FEET, CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND COMPRISED OF PARTS OF EACH OF WATER LOTS 3, 4 AND 5 IN BLOCK K AND PARTS OF EACH OF LOTS 1, 4, 5 AND 6 IN BLOCK 22 AND PARTS

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OF VACATED FULTON STREET AND VACATED WEST WATER STREET, ALL IN ORIGINAL TOWN OF CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 52008, TOGETHER WITH PART OF LOT 1 IN THE SUBDIVISION OF LOT 7 IN BLOCK 22 AFORESAID, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID, WHICH POINT IS THE POINT OF BEGINNING FOR THE PARCEL TO BE DESCRIBED; THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET; THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AN ARC DISTANCE OF 76.57 FEET; THENCE SOUTH 22 DEGREES, 50 MINUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET; THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET; THENCE SOUTH 01 DEGREE, 43 MINUTES, 00 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET) WHICH POINT IS 126.57 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE; THENCE NORTH 89 DEGREES, 22 MINUTES 58 SECONDS EAST ALONG SAID NORTH LINE OF WEST LAKE STREET A DISTANCE OF 108.29 FEET TO THE SOUTH WEST CORNER OF THE SOUTHERLY TRACT OF LAND CONVEYED BY ABNER STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NO. 11391430; THENCE NORTHWESTWARDLY ALONG A WESTERLY LINE OF SAID TRACT, BEING HERE A CURVED LINE, CONVEXED NORTHEASTERLY, HAVING A RADIUS OF 347.75 FEET AND A CHORD BEARING OF NORTH 17 DEGREES, 02 MINUTES, 56 SECONDS WEST AN ARC DISTANCE OF 138.74 FEET; THENCE NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG A WESTERLY LINE OF SAID TRACT, BEING TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 214.56 FEET TO A POINT ON THE NORTH LINE OF BLOCK 22 (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF VACATED FULTON STREET) WHICH POINT IS 121.60 FEET EASTERLY FROM THE NORTH WEST CORNER OF SAID BLOCK, AS MEASURED ALONG SAID NORTH LINE; THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG THE WESTERLY LINE OF THE MIDDLE TRACT CONVEYED BY DOCUMENT 11391430 A DISTANCE OF 90.41 FEET TO A POINT ON THE SOUTH LINE OF WATER LOT 5 IN BLOCK K (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF AFOREMENTIONED VACATED FULTON STREET) WHICH POINT IS 80.84 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK K AS MEASURED ALONG SAID SOUTH LINE; THENCE CONTINUING NORTH 28 DEGREES, 28 MINUTES, 42 SECONDS WEST ALONG A WESTERLY LINE OF THE NORTHERLY TRACT CONVEYED BY DOCUMENT NO. 11391430 A DISTANCE OF 155.35 FEET; THENCE NORTH 21 DEGREES, 19 MINUTES, 32 SECONDS WEST ALONG SAID WESTERLY LINE A DISTANCE OF 32.13 FEET TO A

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POINT ON THE WEST LINE OF WATER LOT 3 (SAID WEST LINE BEING ALSO THE EAST LINE OF NORTH CANAL STREET) WHICH POINT IS 167.56 FEET NORTH FROM THE SOUTH WEST CORNER OF BLOCK K AS MEASURED ALONG SAID EAST LINE; THENCE SOUTH 01 DEGREE, 41 MINUTES, 02 SECONDS EAST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 115.17 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS;

PARCEL 6:

A PARCEL OF LAND COMPRISED OF A PART OF WATER LOT 5 IN BLOCK K, ALL OF LOTS 2 AND 3 AND PART OF LOT 6 IN BLOCK 22, AND PARTS OF VACATED FULTON STREET AND VACATED WEST WATER STREET, ALL IN ORIGINAL TOWN OF CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 62008, TOGETHER WITH LOTS 2, 3, 4, 5, 6, AND 7 AND PART OF LOT 1 IN THE SUBDIVISION OF LOT 7 IN BLOCK 22 AFORESAID, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH WEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE NORTH LINE OF WEST LAKE STREET WITH THE EAST LINE OF NORTH CANAL STREET; THENCE NORTH 01 DEGREE, 41 MINUTES, 02 SECONDS WEST ALONG SAID EAST LINE OF NORTH CANAL STREET A DISTANCE OF 454.12 FEET TO A POINT ON THE WEST LINE OF WATER LOT 5 IN BLOCK K AFORESAID; THENCE SOUTH 28 DEGREES, 33 MINUTES, 53 SECONDS EAST A DISTANCE OF 147.58 FEET; THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED LINE, AND HAVING A RADIUS OF 766.36 FEET, AN ARC DISTANCE OF 76.57 FEET; THENCE SOUTH 22 DEGREES, 50 MINUTES, 23 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 39.79 FEET; THENCE SOUTHEASTWARDLY ALONG A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 508.67 FEET, AN ARC DISTANCE OF 187.52 FEET; THENCE SOUTH 01 DEGREE, 43 MINUTES, 00 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 34.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (BEING ALSO THE NORTH LINE OF AFOREMENTIONED WEST LAKE STREET); THENCE SOUTH 89 DEGREES, 22 MINUTES, 58 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 22, A DISTANCE OF 146.51 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE CHICAGO RIVER LYING WESTERLY OF THE CENTER THREAD OF THE CHICAGO RIVER AND LYING EASTERLY OF THE PRESENT DOCK LINE ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER AND LYING BETWEEN THE NORTHERLY LINE EXTENDED EAST AND THE SOUTHERLY LINE EXTENDED EAST OF THE FOLLOWING DESCRIBED PARCEL:

A TRACT OF LAND COMPRISE OF EACH OF ORIGINAL WATER LOTS OR WHARFING LOTS 1, 2, 3, 4 AND 5 ALL IN BLOCK 'K' IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, A PART OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET, LYING NORTH OF AND ADJOINING THE ORIGINAL WATER OR WHARFING LOT 1

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AFORSAID, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID BLOCK 'K' BEING ALSO THE EAST LINE OF NORTH CANAL STREET, AT A POINT WHICH SOUTH 252.60 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID BLOCK 'K' AND RUNNING THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 'K', A DISTANCE OF 95.05 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 30 SECONDS EAST, A DISTANCE OF 16.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 11.00 FEET, A DISTANCE OF 15.94 FEET TO A POINT OF TANGENCY WITH A STRAIGHT LINE, BEARING SOUTH 07 DEGREES, 04 MINUTES, 28 SECONDS EAST FROM A POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF SAID SOUTH 1/2 OF VACATED CARROLL STREET, 20.15 FEET (MEASURED ALONG SAID SOUTH LINE OF THE NORTH 30.00 FEET) EAST FROM THE NORTHWARD EXTENSION OF THE WEST LINE OF BLOCK 'K' AFORESAID; THENCE SOUTH 07 DEGREES, 04 MINUTES, 28 SECONDS EAST ALONG SAID LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 13.97 FEET, TO A POINT WHICH IS 70.02 FEET (MEASURED ALONG SAID LINE) SOUTH EASTERLY FROM THE AFORESAID POINT ON THE SOUTH LINE OF THE NORTH 3.00 FEET OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET; THENCE NORTH 82 DEGREES, 55 MINUTES, 32 SECONDS EAST, A DISTANCE OF 60.16 FEET; THENCE NORTH 07 DEGREES, 04 MINUTES, 28 SECONDS WEST, A DISTANCE OF 55.67 FEET; THENCE SOUTH 87 DEGREES, 04 MINUTES, 20 SECONDS EAST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF VACATED WEST CARROLL STREET, A DISTANCE OF 8.12 FEET TO THE EASTERLY FACE OF THE PRESENT DOCK LINE ON THE WEST BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWARDLY ALONG THE EASTERLY FACE OF THE PRESENT DOCK LINE AFORESAID A DISTANCE OF 391.69 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 'K'; THENCE WEST ALONG SAID SOUTH LINE OF BLOCK 'K', BEING ALSO THE NORTH LINE OF VACATED WEST FULTON STREET, A DISTANCE OF 23.22 FEET TO A POINT WHICH IS 114.74 FEET EAST OF THE AFOREMENTIONED SOUTH WEST CORNER OF SAID BLOCK 'K'; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, MAKING AN ANGLE OF 62 DEGREES, 14 MINUTES, 20 SECONDS FROM WEST TO NORTH WEST, WITH SAID SOUTH LINE OF BLOCK 'K', A DISTANCE OF 143.13 FEET TO A POINT; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 600.00 FEET, A DISTANCE OF 74.90 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, TANGENT TO SAID LAST DESCRIBED ARC OF CIRCLE, A DISTANCE OF 61.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE CHICAGO RIVER LYING WESTERLY OF THE CENTER THREAD OF THE CHICAGO RIVER AND LYING EASTERLY OF THE EAST LINE OF VACATED FULTON STREET AND LYING BETWEEN THE NORTHERLY LINE EXTENDED EAST AND THE SOUTHERLY LINE EXTENDED EAST OF THE FOLLOWING PARCEL:

THAT PART OF VACATED FULTON STREET SOUTH OF AND ADJOINING PARCEL (EXCEPT THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE JOINT RIGHT OF WAY AS SHOWN ON DOCUMENT 11391430; RECORDED APRIL 27,

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1934) IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE CHICAGO RIVER LYING WESTERLY OF THE CENTER THREAD OF THE CHICAGO RIVER AND LYING EASTERLY OF THE EASTERLY FACE OF "THE DOCK" AS LOCATED IN 1913 AND LYING BETWEEN THE NORTHERLY LINE EXTENDED EAST AND THE SOUTHERLY LINE EXTENDED EAST OF THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND COMPRISED OF PARTS OF EACH OF LOTS 1, 4, 5, AND 8, (THE EASTERLY LINE OF SAID LOTS 1, 4, 5, AND 8 BEING THE EASTERLY FACE OF "THE DOCK" AS LOCATED IN 1913), TOGETHER WITH A PART OF VACATED WEST WATER STREET IN BLOCK 22 IN ORIGINAL TOWN OF CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 62008, IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF AND ADJACENT TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED BY ABNER J. STILLWELL AND OTHERS TO THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY AND OTHERS, BY DEED RECORDED APRIL 27, 1934 AS DOCUMENT NUMBER 11391430, SAID EASTERLY LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF BLOCK 22, BEING THE INTERSECTION OF THE EAST LINE OF NORTH CANAL STREET WITH THE SOUTH LINE OF VACATED FULTON STREET; THENCE NORTH 89 DEGREES, 16 MINUTES, 58 SECONDS EAST ALONG SAID SOUTH LINE OF VACATED FULTON STREET, A DISTANCE OF 155.50 FEET TO THE POINT OF BEGINNING OF SAID EASTERLY LINE; THENCE SOUTH 28 DEGREES, 28 MINUTES, 42 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 198.77 FEET; THENCE SOUTHEASTWARDLY, ALONG SAID EASTERLY LINE, BNGHERE A CURVED LINE, CONVEXED EASTERLY, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 588.69 FEET, AN ARC DISTANCE OF 156.31 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 22 (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST LAKE STREET) WHICH POINT IS 296.35 FEET EASTERLY FROM THE SOUTH WEST CORNER OF SAID BLOCK AS MEASURED ALONG SAID NORTH LINE OF WEST LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

EASEMENTS CONTAINED IN DEED RECORDED MARCH 28, 1989 AS DOCUMENT 89134782 MADE BY CHICAGO UNION STATION COMPANY TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1989 AND KNOWN AS TRUST NUMBER 114065:

(A) TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE, OR RENEW COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, FOUNDATIONS AND OTHER SUPPORTS IN THE "EXCEPTED SPACE" AS DEFINED IN SAID DEED;

(B) TO ENTER THE "PARCEL 3 EXCEPTED SPACE", AS DEFINED IN SAID DEED. FOR THE PURPOSE OF INSPECTING, SUPPORTING COLUMNS, FOOTINGS AND FOUNDATIONS, ELEVATORS, PIPING, AND ELECTRICAL LINES; AND OTHER SERVICES;

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(C) TO CONSTRUCT STAIRWAYS AND PASSAGEWAYS IN THE "EXCEPTED SPACE", AS DEFINED IN SAID DEED, OR ON PROPERTY ADJOINING TO OR CONNECTED WITH THE "EXCEPTED SPACE"

PARCEL 11:

EASEMENTS CONTAINED IN DEED RECORDED MARCH 28, 1989 AS DOCUMENT 89134783 MADE BY CONSOLIDATED RAIL CORPORATION AND CMC REAL ESTATE CORPORATION, TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1989 AND KNOWN AS TRUST NUMBER 114065:

(A) TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE, EAST OR RENEW COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, FOUNDATIONS AND OTHER SUPPORTS IN "PARCEL 2 EXCEPTED SPACE" AS DEFINED IN SAID DEED; AND

(B) TO ENTER THE "PARCEL 2 EXCEPTED SPACE" AS DEFINED IN SAID DEED FOR THE PURPOSE OF INSPECTING, SUPPORTING COLUMNS, FOOTINGS, AND FOUNDATIONS, ELEVATORS, PIPING, ELECTRICAL LINES AND OTHER SERVICES;

(C) TO CONSTRUCT STAIRWAYS AND PASSAGEWAYS IN THE "EXCEPTED SPACE", AS DEFINED IN SAID DEED, OR ON PROPERTY ADJOINING TO OR CONNECTED WITH SAID "EXCEPTED SPACE";

(D) RIGHT TO USE THE "ROADWAY EASEMENT" AS DEFINED IN SAID DEED, FOR INGRESS AND EGRESS FOR CONSTRUCTION, MAINTENANCE AND SERVICE VEHICLES.

(END)

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EXHIBIT B

**FORM OF SECOND AMENDED AND
RESTATED MORTGAGE NOTE**

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02-03-93
(Riverbend)

(2)

SECOND AMENDED AND RESTATED MORTGAGE NOTE

\$12,930,953.12

Chicago, Illinois
October 1, 1992

FOR VALUE RECEIVED, the undersigned, LASALLE NATIONAL TRUST, N.A., a national banking association, as Trustee under a Trust Agreement dated January 1, 1989, and known as Trust No. 114065, and not personally (herein called the "Mortgagor"), promises to pay to the order of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein called the "Bank"), the principal sum of TWELVE MILLION NINE HUNDRED THIRTY THOUSAND NINE HUNDRED FIFTY-THREE and 12/100 Dollars (\$12,930,953.12), together with interest on the balance of principal from time to time remaining unpaid as provided below.

Except as otherwise provided below, interest on this Note shall be at a variable rate of one-half of one percent (1/2%) (except as otherwise provided below) per annum in addition to the Bank's Prime Rate (as defined below) from time to time in effect while this Note is outstanding (the "Prime-Based Rate"). For purposes of this Note, the term "Prime Rate" shall mean the rate of interest per annum then most recently announced by the Bank as its prime rate of interest, which rate at any time may not be the lowest rate charged by the Bank. Changes in the rate of interest on this Note resulting from a change in the Prime Rate shall take effect on the date of change in the Prime Rate. The Bank shall not be obligated to give notice of any change in the Prime Rate.

The Mortgagor shall have the option (the "LIBOR Rate Option") from time to time to have the interest rate on the entire unpaid principal balance of this Note which would otherwise bear interest at the Prime-Based Rate, or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof, changed from the Prime-Based Rate to a LIBOR-Based Rate (as defined below), all on and subject to the terms and conditions hereinafter provided.

The Mortgagor shall make payments of principal and interest on this Note as follows:

- (a) On the first day of each of the months of October, 1992, through January, 1993, the Mortgagor shall pay all accrued interest on this Note.
- (b) On the first day of each of the months of February, 1993, through January, 1994, the Mortgagor shall pay all accrued interest on this Note and shall make a principal payment in the amount of \$10,000.

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(c) On the first day of each of the months of February, 1994, through January, 1995, the Mortgagor shall pay all accrued interest on this Note and shall make a principal payment in the amount of \$20,000.

All of the unpaid principal of and accrued and unpaid interest on this Note shall be due and payable on January 31, 1995. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal. All payments on this Note are to be made to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois, or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be made in lawful money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment.

Notwithstanding any other provision of this Note, any installments of principal or interest not paid when due shall bear interest after maturity at the greater of (i) a rate of 3% per annum greater than the Prime-Based Rate provided for above, or (ii) in the case of unpaid principal then bearing interest at a LIBOR-Based Rate and any unpaid interest thereon, a rate of 3% per annum greater than such LIBOR-Based Rate.

For the purposes of the LIBOR Rate Option, the following terms shall have the following meanings:

(i) "Adjusted LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the product arrived at by multiplying the Fixed LIBOR Rate with respect to the applicable Interest Period by a fraction (expressed as a decimal), the numerator of which shall be the number one and the denominator of which shall be the number one minus the aggregate reserve percentages (expressed as a decimal) from time to time established by the Board of Governors of the Federal Reserve System of the United States and any other banking authority to which the Bank is now or hereafter subject, including, but not limited to, any reserve on Eurocurrency Liabilities as defined in Regulation D of the Board of Governors of the Federal Reserve System of the United States at the ratios provided in such Regulation from time to time, it being agreed that this Note shall be deemed to constitute a Eurocurrency Liability, as defined by such Regulation, and it being further agreed that such Eurocurrency Liabilities shall be deemed to be subject to such reserve requirements without benefit of or credit for prorations, exceptions or offsets that may be available to the Bank from time to time under such Regulation and irrespective of whether the Bank actually maintains all or any portion of such reserve.

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(ii) "Business Day" shall mean any day on which the Bank is open for business in Chicago, Illinois, and on which commercial banks in the City of London, England, are open for dealings in dollar deposits in the London Interbank Market.

(iii) "Election Notice" shall mean a written, telex or telephonic (promptly confirmed in writing) notice to the Bank of the Mortgagor's election to exercise the LIBOR Rate Option, which notice shall specify the date on which the Interest Period is to commence and its duration and the amount of outstanding principal of this Note, which would otherwise bear interest during such Interest Period at the Prime-Based Rate, to which the LIBOR-Based Rate is to apply (which shall be the entire unpaid principal balance of this Note or any portion of such unpaid principal balance of not less than \$100,000 or any integral multiple thereof). Each Election Notice shall be irrevocable.

(iv) "Fixed LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the rate at which dollar deposits are offered in immediately available funds in the London Interbank Market to the Bank by leading banks in the Eurodollar market at 11:00 A.M., London time, two Business Days prior to the commencement of an Interest Period, for dollar deposits in an amount approximately equal to the then outstanding principal balance on this Note, or the portion thereof with respect to which an Election Notice is received by the Bank, and with maturities comparable to the applicable Interest Period.

(v) "Interest Period" shall mean the period commencing on a date specified in the Mortgagor's Election Notice and ending on a date specified in such notice, which ending date (A) shall be either one, three or six months after the commencement of the Interest Period, and (B) shall not extend beyond the maturity date of this Note. No Interest Period shall commence other than on a Business Day. If any Interest Period shall end on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which event such Interest Period shall end on the next preceding Business Day.

(vi) "LIBOR-Based Rate" shall mean a rate per annum equal to 2.75% (except as otherwise provided below) plus the Adjusted LIBOR Rate with respect to the applicable Interest Period. The LIBOR-Based Rates and the components thereof shall be calculated on the basis of the actual number of days elapsed over a 360-day year. Each determination of a LIBOR-Based Rate shall be made by the

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Bank and shall be conclusive and binding upon the Mortgagor absent manifest error.

(vii) "Roll Over Date" shall mean the day immediately following the last day of an Interest Period.

The Mortgagor shall give the Bank an Election Notice of any election to exercise the LIBOR Rate Option not later than 10:00 A.M., Chicago time, on the second Business Day prior to the commencement of an Interest Period. The Bank shall, on the second Business Day prior to the commencement of such Interest Period, determine the LIBOR-Based Rate and inform the Mortgagor of the LIBOR-Based Rate so determined. Such LIBOR-Based Rate shall be applicable during the Interest Period specified by the Mortgagor in such Election Notice as to the amount of principal specified therein. The interest rate shall revert from the LIBOR-Based Rate to the Prime-Based Rate as of the Roll Over Date applicable thereto. The Bank shall be under no duty or obligation to notify the Mortgagor that the interest rate is about to revert from a LIBOR-Based Rate to the Prime-Based Rate. The LIBOR Rate Option may be exercised by the Mortgagor only as to principal of this Note which would bear interest at the Prime-Based Rate on the date of commencement of the applicable Interest Period but for the exercise by the Mortgagor of the LIBOR Rate Option. The Mortgagor's right to exercise the LIBOR Rate Option shall be conditioned upon there being no event of default under this Note. In the event, and on each occasion, that on the day one Business Day prior to the commencement of an Interest Period, the Bank shall have determined (which determination shall be conclusive and binding upon the Mortgagor) that dollar deposits in an amount approximately equal to the portion of the principal balance of this Note as to which the LIBOR Rate Option has been exercised, are not generally available at such time in the London Interbank Market, or the rate at which such dollar deposits are being offered will not adequately and fairly reflect the cost to the Bank of making or maintaining a LIBOR-Based Rate or of funding the same in the London Interbank Market during such Interest Period, or reasonable means do not exist for ascertaining a LIBOR-Based Rate, or a LIBOR-Based Rate would be in excess of the maximum interest rate which the Mortgagor may by law pay, the Bank shall so notify the Mortgagor and such portion of the principal balance of this Note shall continue to bear interest at the Prime-Based Rate. If any change in any law or regulation or in the interpretation thereof by any governmental authority charged with the administration or interpretation thereof shall make it unlawful for the Bank to maintain LIBOR-Based Rates with respect to this Note or to fund the same in the London Interbank Market or to give effect to its obligations as contemplated hereby, then any LIBOR-Based Rate then in effect shall be automatically converted to the Prime-Based Rate. Any notice given by the Bank to the Mortgagor pursuant to this paragraph shall, if lawful, be effective on the last day of any existing Interest Period.

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Notwithstanding any other provision of this Note, the Mortgagor shall be deemed to have elected a LIBOR-Based Rate for the entire outstanding principal balance of the Loan for the Interest Periods set forth below, and the LIBOR-Based Rate for such Interest Periods shall be deemed to be as set forth below:

<u>Interest Period</u>	<u>LIBOR-Based Rate</u>
October 1, 1992, through November 2, 1992	5.938
November 2, 1992, through December 1, 1992	6.0
December 1, 1992, through January 4, 1993	6.875
January 4, 1993, through February 2, 1993	6.063
February 2, 1993, through March 1, 1993	5.9375

If in any instance the Bank shall waive one or more of the conditions or limitations to the exercise by the Mortgagor of the LIBOR Rate Option, such waiver shall apply only to the instance in which given and shall not be construed as a waiver of any such condition or limitation with respect to any subsequent exercise by the Mortgagor of the LIBOR Rate Option.

Any change in the interest rate on this Note from the Prime-Based Rate to a LIBOR-Based Rate shall also be subject to the condition that if and to the extent that this Note bears interest at a LIBOR-Based Rate, it shall be conclusively deemed to have been funded by or on behalf of the Bank from dollar deposits in the London Interbank Market, and adjustments to the LIBOR-Based Rate shall be made, and additional costs shall be assessed to the Mortgagor, as follows:

(a) The LIBOR-Based Rate shall be increased by the percentage point increase in the annual cost to the Bank of Eurocurrency Liabilities (computed as a percentage of such deposits) resulting from any change in any reserve or special deposit requirements imposed upon the Bank during any Interest Period with respect to Eurocurrency Liabilities, computed as provided in the foregoing definition of the term Adjusted LIBOR Rate; and

(b) In addition to interest and other costs required to be paid by the Mortgagor hereunder, the Mortgagor shall pay or reimburse the Bank, upon written demand, for any loss, including loss of anticipated profits reasonably calculated (assuming that this Note and such deposits would

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otherwise have remained outstanding for the entire applicable Interest Period), and/or expense reasonably incurred by reason of the reinvestment or reemployment of any principal of this Note, as a result of (i) a voluntary prepayment of such principal during an Interest Period in accordance with the terms hereof (it being understood that the mandatory principal payments required by the foregoing provisions of this Note shall not constitute "voluntary prepayments" for purposes of this clause (i) hereof), or (ii) an acceleration and mandatory repayment of such principal during an Interest Period by reason of default in the payment of principal or interest when due in accordance with the terms of this Note or by reason of any default under the terms of any of the Loan Documents (as hereinafter defined).

Any amount or amounts payable by the Mortgagor to the Bank pursuant to subparagraph (a) or (b) above shall be paid by the Mortgagor to the Bank within 10 days of receipt from the Bank of a statement setting forth the amount or amounts due and the basis for the determination from time to time of such amount or amounts, which statement shall be conclusive and binding upon the Mortgagor absent manifest error. Failure on the part of the Bank to demand compensation for any increased costs in any Interest Period shall not constitute a waiver of the Bank's right to demand compensation for any increased costs incurred during any such Interest Period or in any other subsequent or prior Interest Period.

The principal portion of this Note then bearing interest at the Prime-Based Rate may be prepaid in whole, or in part in amounts of not less than \$100,000, at any time prior to maturity without premium or penalty, provided that any such prepayment shall be accompanied by payment of all accrued and unpaid interest on this Note to the date of the prepayment; provided however, that such \$100,000 restriction does not apply to any scheduled payments of principal provided for hereunder or to the \$30,000 principal prepayment, if any, made on the date of the execution and delivery hereof in lieu of the extension fee required by the Fifth Modification (as defined below). Any portion of the principal of this Note then bearing interest at a LIBOR-Based Rate may be prepaid in whole, but not in part, at any time, provided that such prepayment shall be accompanied by (i) payment of all accrued and unpaid interest on this Note to the date of the prepayment and (ii) payment of a charge calculated as provided above. No partial prepayment shall operate to defer or reduce the scheduled payments of principal or interest provided for hereunder. No amount prepaid may be borrowed again.

This Note evidences a loan made by the Bank to the Mortgagor, for the benefit of L&M Riverbend Venture, an Illinois partnership (the "Beneficiary") for the purpose of providing mortgage financing for 3.31 acres of vacant land at the northeast corner of the intersection of Lake and Canal Streets, in the City of

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Chicago, Cook County, Illinois (the "Premises"): The payment of this Note is secured by the following instruments (i) a Commitment Letter dated as of March 27, 1989, from the Bank to the Mortgagor and the Beneficiary; (ii) a Mortgage and Security Agreement dated as of March 27, 1989, from the Mortgagor to the Bank on the Premises; (iii) an Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank; (iv) a Collateral Assignment of Beneficial Interest dated as of March 27, 1989, from the Beneficiary to the Bank; (v) an Indemnity Agreement dated as of April 1, 1990, from the Beneficiary, Levy Riverbend Limited Partnership, an Illinois limited partnership ("Riverbend Limited"), Levy Riverbend Corporation, an Illinois corporation ("Riverbend"), and Lawrence F. Levy and Mark A. Levy (the "Individual Guarantors"), to the Bank; (vi) a Guaranty of Payment and Performance dated as of March 27, 1989, from Riverbend Limited, Riverbend and the Individual Guarantors to the Bank; (vii) a Modification Agreement dated as of March 1, 1990, by and among the Mortgagor, the Beneficiary, Riverbend Limited, Riverbend, the Individual Guarantors and the Bank; (viii) a Modification and Spreader Agreement dated as of April 1, 1990, by and among said parties; (ix) a Third Modification Agreement dated as of January 1, 1991, by and among said parties; (x) a Fourth Modification Agreement dated as of July 1, 1991, by and among said parties; and (xi) a Fifth Modification Agreement dated as of October 1, 1992 (the "Fifth Modification"), by and among said parties. This Note and the other instruments described in this paragraph are hereinafter referred to as the "Loan Documents".

It is agreed that at the election of the holder or holders hereof, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof, or in case of any event of default under the terms of any of the Loan Documents.

The aforesaid Mortgage and Security Agreement provides that (i) except for Permitted Encumbrances, as defined therein, in the event that the Mortgagor shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises, or (ii) in the event of the creation of any lien or security interest upon the beneficial interest under the Trust Agreement by which the Mortgagor was created, or (iii) in the event the Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event that the Beneficiary shall sell, transfer, convey or assign the beneficial interest under the Trust Agreement by which the Mortgagor was created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or the Mortgagor or the Beneficiary shall contract to do any of the foregoing described in this clause (iii); then in each such case the Bank, at its option, shall have the unqualified right to accelerate the maturity of this Note causing the full principal balance and accrued interest on this Note to become immediately due and payable without notice to the Mortgagor.

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It is agreed by the Mortgagor that the proceeds of this Note will be used for the purposes specified in subparagraph 1(c) contained in Paragraph 20514 of Chapter 815 of the Illinois Compiled Statutes (1992), and that the indebtedness evidenced by this Note constitutes a "business loan" within the meaning of that Paragraph.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of any attorney at law to enforce any of the rights or agreements contained herein or in any of the other Loan Documents or any other instruments given as security for or related to the indebtedness evidenced hereby, the Mortgagor shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees, in addition to all principal, interest and other amounts payable hereunder; and all such amounts shall be and be deemed to be secured by the Loan Documents.

The Mortgagor hereby waives demand, presentment for payment, notice of dishonor and protest and does hereby waive notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Any such extension or release may be made at any time and from time to time without giving notice to the Mortgagor and without discharging any liability of the Mortgagor. The Mortgagor hereby waives any and all notice of whatever kind or nature and waives the exhaustion of legal remedies hereon.

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each and every provision hereof.

It is hereby certified, recited and declared that this Note has been issued by the Mortgagor to obtain construction financing for the acquisition and construction of the Premises and that all acts, conditions and things required to exist, happen or be performed, precedent to and in the execution and delivery of this Note and the other Loan Documents have happened and have been performed in due time, form and manner as required by law.

This Note supersedes and replaces the Amended and Restated Mortgage Note dated July 1, 1991, from the Mortgagor to the Bank.

This Note is executed by LaSalle National Trust, N.A., not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. No personal liability is assumed by nor shall at any time be asserted

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be enforceable against LaSalle National Trust, N.A., because or in respect of this Note or the making, issue or transfer thereof, all such personal liability, if any, being expressly waived and released by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability of any guarantor hereof or of any person under or by virtue of any guaranty of this Note or any of the Loan Documents, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage and Security Agreement or the proceeds arising from the sale or other disposition thereof.

LASALLE NATIONAL TRUST, N.A., Successor
Trustee to LaSalle National Bank, as
Trustee as aforesaid and not personally

By _____
Title:

(SEAL)

Attest:

Title:

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