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Michael J. Hornbrook, Esq.  
Kelley, Drye & Warren  
303 West Madison, Suite 1400  
Chicago, Illinois 60606

THIS DOCUMENT WAS PREPARED BY AND  
UPON RECORDING SHOULD BE RETURNED TO:

WHEREAS, Leasehold Owner is indebted to Mortgagee as evidenced by that certain Mortgage Note dated June 18, 1986, in the original principal amount of \$48,635,448.00, made by Leasehold Owner and payable to Mortgagee (the "Original Note"), which Original Note is secured by that certain Mortgage, Assignment of Rents and Security Agreement dated June 19, 1986, and recorded on June 19, 1986, with the Office of the Recorder of Deeds, Cook County, Illinois (the "Land Records") as Document No. 86-251240 (the "Original Mortgage"; the Original Mortgage, as modified by this Agreement, being hereinafter referred to as the "Mortgage"), and by that certain Assignment of Rents and Leases dated June 18, 1986, and recorded with the Land Records as Document No. 86-251241 (the "Original Assignment"; the Original Assignment, as amended by this Agreement, being hereinafter referred to as the "Assignment") (the Original Note, the Original Mortgage, the Original Assignment, and all other documents evidencing, securing or

WHEREAS, Fee Owner has leased the Property as such term is defined in the Mortgage) more particularly described on Exhibit A attached hereto and made a part hereof to Leasehold Owner pursuant to that certain lease dated as of May 1, 1986 and recorded in the Land Records (as hereinafter defined) on June 19, 1986 as Document No. 86-251238 as amended by Amendment of Lease of even date herewith (together, hereinafter referred to as the "Lease"); and

W I N E S S E I H:

THIS MORTGAGE AND ASSIGNMENT MODIFICATION AGREEMENT (this "Agreement") is made as of September 1, 1992, by and among, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated April 1, 1986 and known as Trust Number 65795 ("Leasehold Owner"); AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated April 17, 1986 and known as Trust Number 67498 ("Fee Owner") (the Leasehold Owner and the Fee Owner are together and individually, as the context may require, referred to herein as "Mortgagor"), and THE ARTNA CASUALTY AND SURETY COMPANY, a Connecticut corporation with a principal place of business in Hartford, Connecticut ("Mortgagee").

MORTGAGE AND ASSIGNMENT MODIFICATION AGREEMENT

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as follows:  
of the Original Mortgage commencing with the words "FOR GOOD AND VALUABLE"

(b) A new paragraph is added immediately after the paragraph on page 1 in each place in which it appears with the defined term "Property".

(a) The Original Mortgage is amended by replacing the defined term "Land" hereby modified as follows:

2. Modifications to the Original Mortgage. The Original Mortgage is amended as follows:  
1. Restatement of Original Note and Increase in Loan Amount. The Original Note has been amended and restated by the Restated Note, a copy of which is attached hereto as Exhibit B and made a part hereof. The indebtedness previously evidenced by the Original Note shall remain and continue outstanding, and the execution and delivery by Mortgagee of the Restated Note to Mortgagee shall constitute a restatement of the evidence of the indebtedness outstanding thereunder. The maximum principal amount of the Loan which may be outstanding from time to time is Forty Eight Million Six Hundred Thirty Five Thousand Four Hundred Forty Eight and 00/100 Dollars (\$48,635,448.00), plus (h) Deferred Amount (as defined in the Note), which Deferred Amount shall not exceed \$10,000,000.00, and any amounts which may be added to principal pursuant to the Loan Documents. The Mortgage, the Assignment and the other Loan Documents (all hereafter secure the indebtedness evidenced by the Note, including, without limitation, the Deferred Amount together with interest thereon as provided in the Note.

1. Restatement of Original Note and Increase in Loan Amount. The Original Note has been amended and restated by the Restated Note, a copy of which is attached hereto as Exhibit B and made a part hereof. The indebtedness previously evidenced by the Original Note shall remain and continue outstanding, and the execution and delivery by Mortgagee of the Restated Note to Mortgagee shall constitute a restatement of the evidence of the indebtedness outstanding thereunder. The maximum principal amount of the Loan which may be outstanding from time to time is Forty Eight Million Six Hundred Thirty Five Thousand Four Hundred Forty Eight and 00/100 Dollars (\$48,635,448.00), plus (h) Deferred Amount (as defined in the Note), which Deferred Amount shall not exceed \$10,000,000.00, and any amounts which may be added to principal pursuant to the Loan Documents. The Mortgage, the Assignment and the other Loan Documents (all hereafter secure the indebtedness evidenced by the Note, including, without limitation, the Deferred Amount together with interest thereon as provided in the Note.

WHEREAS, Mortgagee and Mortgagee have agreed to modify the Loan Documents as provided below;

WHEREAS, Mortgagee and Mortgagee have agreed to amend and restate the Original Note in accordance with that certain Amended and Restated Mortgage Note of even date herewith (the "Restated Note") (the Original Note, as amended and restated by the Restated Note, is hereinafter referred to as the "Note") (the Note, the Mortgage, the Assignment and all other documents evidencing, securing or executed in connection with the indebtedness evidenced by the Note (as such documents are modified by this Agreement) being hereinafter referred to individually as a "Loan Document" and collectively as the "Loan Documents"; the loan evidenced and secured by the Loan Documents being hereinafter referred to as the "Loan");

executed in connection with the indebtedness evidenced by the Original Note (prior to the modification of such documents by this Agreement) being hereinafter referred to individually as an "Original Loan Document" and collectively as the "Original Loan Documents"; and

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TOGETHER with all leasehold estate, right, title and interest of Mortgagee in, to and under the Lease (such estate being herein referred to as the "Leasehold Estate");

(c) The first and second full grammatical paragraphs on page 2 of the Original Mortgage are hereby deleted in their entirety and replaced with the following three paragraphs:

TOGETHER with any and all other, further, or additional right, title, or interest in or to the Mortgaged Property, which may at any time be acquired by Mortgagee, including, but not limited to, claims or demands with respect to proceeds of insurance in effect with respect to the Mortgaged Property which Mortgagee now has or may hereafter acquire in the Mortgaged Property, and prepaid premiums for the unexpired terms of any insurance policies relating to the Mortgaged Property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

The entire estate, property and interest hereby granted and conveyed to Mortgagee including, without limitation, the Property, the Leasehold Estate, the Improvements, and the Personal Property, which hereinafter referred to collectively as the "Mortgaged Property", which term shall refer to all or any part thereof, regardless of whether the fee estate in the Property shall, now or at any time hereafter, be subject to the lien of this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns, forever.

(d) The Original Mortgage is amended by replacing the word "premises" in each place in which it appears with the words "Mortgaged Property".

(e) The Original Mortgage is further amended by replacing the words "Loan Instruments" in each place in which they appear with the words "Loan Documents".

(f) The Original Mortgage is further amended by deleting the phrase "after the occurrence of an event of default" from the first sentence of Paragraph 1.08(e) and adding at the end of the sixth sentence of such paragraph the following:

": provided, however, except during the continuance of an event of Default, Mortgagee shall have the right to direct the investment of such impounds or reserves in investments reasonably approved by Mortgagee; and provided, further, that until the date Mortgagee's interest in the Property has been extinguished, whether by foreclosure, deed in lieu of foreclosure, termination of the Lease or otherwise, the interest and earnings from time to time on such funds shall be deemed to be income from the Mortgaged Property and shall be applied as required under this Mortgage and under the Lease".

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(b) Mortgagee, Eugene and the general partners of Eugene agree that, in the event Mortgagee, Eugene or any general partner of Eugene files any petition with any bankruptcy court of competent jurisdiction, is subjected to any petition under the Code which results in any order of relief under the Code, and the debtor in that proceeding wishes to use Cash Collateral (as defined in the Code), then this Mortgage shall without modification (except as provided below) be deemed to be a stipulation between Mortgagee and Mortgagee, Eugene and the general partners of Eugene for a cash collateral order pursuant to Section 363 of the Code. Mortgagee, Eugene and the general

(a) Mortgagee hereby bargains, sells, assigns, sets over and transfers to Mortgagee all leases and subleases, whether written or verbal, and any agreements for the use or occupancy of the Mortgaged Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted (hereinafter individually referred to as "lease" and collectively referred to as the "leases"). Mortgagee does hereby bargain, sell, assign and set over unto Mortgagee, all rents, issues and profits, including accounts receivable, which, whether before or after foreclosure or during the full period of redemption, shall accrue and be owing for the use or occupation of said Mortgaged Property and of the buildings and fixtures thereon, or any part thereof. For the purpose aforesaid, the Mortgagee does hereby constitute and appoint the Mortgagee its attorney-in-fact, irrevocably in its name, coupled with an interest, to receive, collect and receipt for all sums due or owing for such use and occupation, as the same may accrue. The foregoing assignment of rents, issues and profits is intended by Mortgagee and Mortgagee to create and shall be construed to create an absolute, unconditional and presently effective assignment to Mortgagee of all of Mortgagee's right, title and interest in such rents, issues and profits and shall not be deemed to create merely a security interest in the payment of any indebtedness or the performance of any obligations of Mortgagee evidenced and secured by the Note or this Mortgage. Mortgagee and Mortgagee further agree that should it be determined that any of the rights granted hereunder or under any of the other Loan Documents are security interests or liens, they shall be deemed perfected without the necessity of the filing of any documents or the commencement of proceedings otherwise required under non-bankruptcy law for the perfection of security interests, with such perfection being binding upon any bankruptcy trustee appointed under any chapter of the United States Bankruptcy Code, as amended (the "Code") and upon other creditors of Mortgagee whom have or who may hereafter extend secured or unsecured credit to Mortgagee.

2.01 Assignment of Rents, Issues and Profits.

(g) The Original Mortgage is further amended by deleting Paragraphs 2.01 and 2.03 in their entirety and inserting in lieu thereof the following:

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(c) Until the occurrence of an Event of Default hereunder, Mortgagee shall be entitled, and is hereby granted a license, to collect, use and enjoy all such rents, issues and profits which become due and payable under any lease. All such rents, issues and profits collected by Mortgagee until property applied by Mortgagee in accordance with the terms hereof, whether before or after such Event of Default, shall constitute a trust fund for payment of all amounts due under the Note and hereunder, including, without limitation, principal and interest, taxes, assessments, insurance premiums, maintenance and utility charges, ground rents, other operating expenses and other charges on, against, or relating to the Mortgaged Property, and Mortgagee shall use and apply such rents, issues and profits in such manner before using the same for any other purposes, provided, however, distributions of Net Profits to Mortgagee, Eugene and its general and limited partners after payment from time to time of Percentage Rent due and payable from time to time pursuant to the Lease shall be free and clear of Mortgagee's liens and security interests hereunder and shall be deemed to be permitted pursuant to the terms hereof. If an Event of Default shall have occurred hereunder, the aforesaid license shall, at the option of Mortgagee, terminate, in which event Mortgagee shall have the right, but not the obligation (i) to collect such rents, issues and profits, with or without taking possession of the Mortgaged Property or any part thereof, (ii) to enter upon and take possession of the Mortgaged Property, or any part thereof, for the purpose of collecting such rents, issues and profits, (iii) to dispose by appropriate summary proceedings any tenant defaulting in the payment of such rents, issues or profits to Mortgagee, (iv) to let the Mortgaged Property or any part thereof, (v) to apply such rents, issues and profits, after payment of all necessary charges and expenses, toward the payment of principal, interest, attorneys' fees and other indebtedness under this Mortgage or the Note, in such order as Mortgagee in its discretion shall elect, and

partners of Eugene hereby agree to fully cooperate in having the Mortgage become and be fully incorporated in, without change or modification (except as provided below), a cash collateral order immediately entered by the bankruptcy court pursuant to Section 363 of the Code and before any use of Cash Collateral as defined in Section 363 of the Code and that Cash Collateral shall only be used as provided in this Mortgage. Such order shall permit the use of Cash Collateral in accordance with an agreed upon budget to be attached to the cash collateral order and shall permit the use of Cash Collateral to pay costs and expenses of operation and maintenance of the Premises before payment of amounts due under the Note and other Loan Documents and before payments of Basic Rent, Additional Rent and Percentage Rent under the Ground Leases and shall otherwise incorporate all of the other terms provided by this Mortgage. Mortgagee, Eugene and the general partners of Eugene agree and acknowledge that the rents and all other revenue generated by the Mortgaged Property are and shall be deemed to be in any bankruptcy proceeding Cash Collateral.

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(a) All money advanced by Mortgagee pursuant to this Mortgage, all money otherwise advanced by Mortgagee to protect, preserve or restore the security or priority of this Mortgage and all costs, expenses and liabilities paid or incurred by Mortgagee and reimbursable or payable by Mortgagee pursuant to this Mortgage or pursuant to any of the other Loan Documents, together with interest thereon at the Default Rate (as such term is defined in the Note) or as otherwise provided by law, ("Protective Advances"), shall be deemed, to the extent permitted by law, to be a part of the indebtedness evidenced by the Note and shall be secured by this Mortgage, and to the extent permitted by law, with the same priority as the proceeds advanced in respect of the indebtedness evidenced by the Note

(a) Section 5.20. Security for Advances.

(i) The Original Mortgage shall have added thereto the following additional paragraphs at the end thereof as follows:

(1) The Original Mortgage is hereby further modified by amending section 4.07 thereof to provide that all notices, demands, requests and other communications to be given pursuant to the Mortgage and addressed to (A) Mortgagee shall be addressed to Aetna Realty Investors, 242 Trumbull Street, Hartford, Connecticut 06156, Attention: PMSA Asset Management and (B) Mortgagee shall be addressed in care of Capital Associates Development Corp., 1201 North Clark Street, Suite 300, Chicago, Illinois 60610-2270, Attention: Terry L. McKay.

(a) Failure to pay any installment of principal or interest or any other sum secured hereby within ten (10) days of its original due date; or

(b) The Original Mortgage is hereby amended by deleting subparagraph (a) of section 4.01 in its entirety and inserting in lieu thereof the following:

(d) Mortgagee further agrees to execute and deliver, at the request of Mortgagee, such further assurances and assignments in respect of the Mortgaged Property and any leases now or hereafter made in respect thereof as Mortgagee shall from time to time reasonably require. For the aforesaid purposes, Mortgagee agrees to deliver to Mortgagee, upon Mortgagee's request, a certified true copy of each and every lease which is at the time of such request outstanding upon the Mortgaged Property and in addition thereto once a year shall supply Mortgagee at its request a complete list of each and every lease showing type, name of tenant, monthly rental, date to which paid, term of lease, date of occupancy, date of expiration and any and every special provision, concession or inducement granted to tenant.

(vi) to take any action which, in Mortgagee's judgment, is necessary or proper in respect of the Mortgaged Property. All expenses incurred by Mortgagee in the exercise of any of the foregoing powers shall be secured by this Mortgage.

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(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after entry of such judgment, it being

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

(c) To the extent permitted by law, this Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded, pursuant to Subsection (b)(5) of Section 15-1302 of the Act, as amended. The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, be included in:

(iii) expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Act.

(ii) all payments on account of (A) when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage as described in the Act, as amended, or any other lien or encumbrance upon the Mortgaged Property or any cost thereof on a party with or superior to the lien hereof ("Prior Encumbrance"), (B) when due, installments of real estate taxes and other impositions, (C) any other obligations authorized by this Mortgage, or (D) with approval of a court of competent jurisdiction, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in Section 15-1505 of the Act, as amended; and

(i) advances in accordance with the terms of this Mortgage to (a) preserve or restore the Mortgaged Property (b) preserve the lien of this Mortgage or the priority hereof, or (c) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Illinois Mortgage Foreclosure Act (the "Act");

(b) For the purposes of this Section 5.20, Protective Advances shall include, without limitation, all advances, disbursements and expenditures before and during foreclosure, and expenditures made by Mortgagee before and during foreclosure, prior to sale, and where applicable, after sale, including, without limitation, advances, disbursements and expenditures made for the following purposes:

(whether initially advanced or in the form of the Deferred Amount) or with such other priority as may be provided by applicable law.

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Assignor hereby bargains, sells, assigns, sets over and transfers to assignee all leases and subleases, whether written or verbal, and any agreements for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by assignee under the powers herein granted (hereinafter individually referred to as "leases" and collectively referred to as the "leases"). Assignor does hereby bargain, sell, assign and set over unto assignee, all rents, issues and profits, including accounts receivable, which, whether before or after foreclosure or during the full period of redemption, shall accrue and be owing for the use or occupation of said premises and of the buildings and fixtures thereon, or any part thereof. For the purpose aforesaid, the assignor does hereby constitute and appoint the assignee its attorney-in-fact, irrevocably in its name, coupled with an interest to receive, collect and receipt for all sums due or owing for such use

(a) The full grammatical paragraph contained on page 1 of the Original Assignment, commencing with the words "This Assignment is made...", is hereby deleted in its entirety and replaced with the following two paragraphs:

3. Modifications to Original Assignment.

(a) Should any amount paid out or advanced hereunder by Mortgagee be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any Prior Encumbrance or any other lien or encumbrance upon the Mortgaged Property, then as additional security hereunder, to the extent permitted by law, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness which are acquired by assignment or have been released or record of record by the holder thereof upon payment.

(b) All moneys paid for any Protective Advances or other purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be so much additional indebtedness secured hereby, shall immediately bear interest from the date disbursed at the Default Rate and shall become immediately due and payable, together with all accrued interest thereon, without notice.

(iv) determination of the application of income in the hands of any receiver or mortgagee in possession.

(iii) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act, as amended; and

hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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and occupation, as the same may accrue. The foregoing assignment of rents, issues and profits is intended by assignor and assignee to create and shall be construed to create an absolute, unconditional and presently effective assignment to assignee of all of assignor's right, title and interest in such rents, issues and profits and shall not be deemed to create merely a security interest therein for the payment of any indebtedness or the performance of any obligations of assignor evidenced and secured by the Note (as defined in that certain Modification Agreement dated as of September 1, 1992, by and between assignor and assignee [the "Modification Agreement"] or the Mortgage [as defined in the Modification Agreement]). Assignor and assignee further agree that should it be determined that any of the rights granted hereunder or under any of the other Loan Documents are security interests or liens, they shall be deemed perfected without the necessity of the filing of any documents or the commencement of proceedings otherwise required under non-bankruptcy law for the perfection of security interests, with such perfection being binding upon any bankruptcy trustee appointed under any chapter of the United States Bankruptcy Code, as amended (the "Code") and upon other creditors of assignor whom have or who may hereafter extend secured or unsecured credit to assignor.

Assignor, Eugenie and the general partners of Eugenie agree that, in the event assignor, Eugenie or any general partner of Eugenie files any petition with any bankruptcy court of competent jurisdiction, is subjected to any petition under the Code which results in any order of relier under the Code, and the debtor in that proceeding wishes to use Cash Collateral (as defined in the Code), then this Assignment shall without modification (except as provided below) be deemed to be a stipulation between assignee and assignor, Eugenie and the general partners of Eugenie for a cash collateral order pursuant to Section 363 of the Code. Assignor, Eugenie and the general partners of Eugenie hereby agree to fully cooperate in having this Assignment become and be fully incorporated in, without change or modification (except as provided below), a cash collateral order immediately entered by the bankruptcy court pursuant to Section 363 of the Code and before any use of Cash Collateral and that Cash Collateral shall only be used as provided in the Loan Documents. Such order shall permit the use of Cash Collateral in accordance with an agreed upon order to be attached to the cash collateral order and shall permit the use of Cash Collateral to pay costs and expenses of operation and maintenance of the Premises before payment of amounts due under the Note and other Loan Documents and before payments of Basic Rent, Additional Rent and Percentage Rent under the Ground Lease and shall otherwise incorporate all of the other terms provided by this Assignment. Assignor, Eugenie and the general partners of Eugenie agree and acknowledge that the rents and all other revenue generated by the Mortgaged Property are and shall be deemed to be in any bankruptcy proceeding Cash Collateral.

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Assignor further agrees to execute and deliver, at the request of assignee, such further assurances and assignments in respect of the premises and any leases now or hereafter made in respect thereof as assignee shall from time to time reasonably require. For the aforesaid purposes, assignor agrees to deliver to assignee, upon assignee's request, a certified true copy of each and every lease which is at the time of

If an Event of Default shall have occurred hereunder, the aforesaid license shall, at the option of assignee, terminate, in which event assignee shall have the right, but not the obligation (i) to collect such rents, issues and profits, with or without taking possession of the premises or any part thereof, (ii) to enter upon and take possession of the premises, or any part thereof, for the purpose of collecting such rents, issues and profits, (iii) to dispose of such rents, issues and profits to assignee, (iv) to let the premises or any part thereof, (v) to apply such rents, issues and profits, after payment of all necessary charges and expenses, toward the payment of principal, interest, attorneys' fees and other indebtedness under the Mortgage or the Note, in such order as assignee in its discretion shall elect, and (vi) to take any action which, in assignee's judgment, is necessary or proper in respect of the premises. Assignor and assignee agree that assignee shall be entitled to enforce the provisions of this Assignment without the necessity of instituting any legal proceedings or the taking of any other action of any kind whatsoever. All expenses incurred by assignee in the exercise of any of the foregoing powers shall be secured by the Mortgage.

(b) The first full grammatical paragraph on page 2 of the Original Assignment, commencing with the words "The assignor, in the event of a default...", is hereby deleted in its entirety and replaced with the following two paragraphs:

Until the occurrence of an Event of Default hereunder, assignor shall be entitled, and is hereby granted a license, to collect, use and enjoy all such rents, issues and profits which become due and payable under any lease. All such rents, issues and profits collected by assignor until properly applied in accordance with the terms hereof, whether before or after such Event of Default, shall constitute a trust fund for payment of all amounts due under the Note and hereunder, including, without limitation, principal and interest, taxes, assessments, insurance premiums, maintenance and utility charges, ground rents, other operating expenses and other charges on, against or relating to the premises, and assignor shall use and apply such rents, issues and profits in such manner before using the same for any other purposes, provided, however, distributions of Net Profits to assignor, Eugene and its general and limited partners after payment from time to time of Percentage Rent due and payable from time to time pursuant to the Lease shall be free and clear of Mortgagee's liens and security interests hereunder and shall be deemed to be permitted pursuant to the terms hereof.

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Anything in this Assignment to the contrary notwithstanding, it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any partner of Eugene, general or limited, personally to pay any amount payable now or hereafter under the Note, the Mortgage, the Loan Agreement and the Loan Commitment and any other Loan Documents including, but not limited to, the principal amount of the loan evidenced by the Note or any interest that may accrue thereon, any prepayment fee, late charge, or any indebtedness accruing hereunder, and that so far as said partners and their successors and assigns are concerned, assignee shall look solely to any one or more of: (1) the property and the improvements described on Exhibit A hereto and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien created by the Mortgage which secures the Note, in the manner therein provided; or (2) any other security given to secure said indebtedness; but nothing herein contained shall be construed to prevent

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All capitalized terms used in this Confirmatory Assignment of Rents and Leases have the meanings set forth in the Mortgage, Assignment of Rents and Security Agreement dated June 18, 1986, executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 65795 and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 67498, in favor of The Aetna Casualty and Surety Company recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 86-251210, as modified and amended by the Mortgage and Assignment Modification Agreement dated as of September 1, 1992 executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 65795, American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 67498 and The Aetna Casualty and Surety Company. In addition, the term "Eugene" shall mean the undersigned Eugene Terrace Associates, an Illinois limited partnership.

(d) The third grammatical paragraph of the Confirmatory Assignment of Rents and Leases of the Assignment which begins with the words "Anything in this Assignment to the contrary..." is hereby deleted in its entirety and replaced with the following:

(c) The first three (3) sentences of the final substantive paragraph of the Original Assignment, which paragraph begins with the words "This assignment applies to..." are hereby deleted in their entirety.

such request outstanding upon the said premises and in addition thereto once a year shall supply assignee at its request a complete list of each and every lease showing type, name of tenant, monthly rental, date to which paid, term of lease, date of occupancy, date of expiration and any and every special provision, concession or inducement granted to tenant.

6. Security Deposits. Upon the request of Mortgagee, Mortgagor shall deposit with Mortgagee from time to time all security deposits (the "Deposits") collected pursuant to leases of residential apartments in respect of the Mortgaged Property (as such term is defined in the Mortgage) or any part thereof; provided, however, in the event Mortgagee shall receive from Mortgagor said Deposits,

5. Monthly Deposits. Commencing on October 1, 1992, and continuing on the first day of each month thereafter, Mortgagor shall pay to Mortgagee the monthly deposits required by Paragraph 1.08(e) of the Mortgage.

4. Stipulation as to Outstanding Amount. The Parties hereto stipulate that, as of September 1, 1992 the outstanding principal balance of the Note is \$48,285,155.56.

assignee from exercising any other remedy allowed by law or statute or by the terms of this Assignment or any additional Loan Documents, to enforce the terms of the Note, the Mortgage, this assignment or other Loan Documents which do not relate to or result in an obligation to pay money or the enforcement of a money judgment against Eugene or the partners thereof, provided, however, the foregoing limitation on the remedies against Eugene shall not apply to any damages suffered by assignee as a result of: (a) any fraudulent misrepresentation to assignee by Eugene or any partner or officer of any partner, hereof made in connection with modifications contemplated by the Modification Agreement; (b) any act or omission of Eugene or any partner or officer of any partner thereof constituting fraud; (c) the misapplication of security deposits or application by Eugene of any rents, issues and profits of and from the Mortgaged Property in each case net of the reasonable costs of collection of same; in any manner other than as provided in the Loan Documents; or (d) the application by assignor or Eugene of condemnation proceeds, insurance proceeds or any other similar proceeds derived from the Mortgaged Property (in each case net of the reasonable costs of collection of the same) in any manner other than to rebuild, repair or restore the Mortgaged Property in accordance with the Loan Documents or, if so required by assignee in accordance with the Loan Documents, to the payment of principal, interest and other sums due under the Note or any other Loan Document. Nothing contained herein shall be deemed to be a release or impairment of the indebtedness evidenced by the Note or the security therefor provided by the Loan Documents, nor shall anything provided herein preclude assignee from foreclosing (judicially or nonjudicially) or otherwise realizing on the Loan Documents, or from obtaining a receiver as and when permitted by applicable law or pursuant to the provisions of the Loan Documents, or from bringing any action to obtain or protect any income or revenues arising from the Mortgaged Property or to restrain or enjoin any action by Eugene or its successors which would impair assignee's security for the Note or would otherwise be in violation of the terms of the Note or any of the other Loan Documents, or from enforcing any of its other rights under the Loan Documents except as provided herein.

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9. No Defenses, Counterclaims or Rights of Offset; Release of Mortgagee. As an inducement to Mortgagee to enter into this Agreement, Mortgagee hereby acknowledges, admits, and agrees that, as of the date hereof there exists no right of offset, defense, counterclaim, claim, or objection in favor of such parties as against Mortgagee with respect to the Note, any collateral therefor or guaranties thereof, or any other subject of the transactions contemplated by the Loan Documents, or alternatively, that any such right of offset, defense, counterclaim, claim, or objection is hereby expressly and irrevocably waived. Mortgagee hereby releases and forever discharges Mortgagee, its directors, officers, employees, attorneys, agents, successors, and assigns from any and all rights, claims, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, debts, duties, liabilities, or obligations, whether in law or in equity, known or unknown, choate or inchoate, which it has had, now has, or hereafter may have.

8. Costs and Expenses. Mortgagee shall pay all reasonable costs and expenses incurred by Mortgagee in connection with the exercise or contemplated exercise of its rights and remedies under the Loan Documents, as modified hereby, including any negotiations with Mortgagee and its agents and representatives in connection with such exercise or in contemplation thereof and including reasonable attorneys' fees.

7. Partial Release of Land. Notwithstanding any provisions of the Mortgage to the contrary, Mortgagee hereby consents and agrees to the release of the lien of the Mortgage from the Fee Owner's estate in the property, now or at any time hereafter. Nothing herein contained shall be construed to obligate Mortgagee to release the lien of the Mortgage from the Fee Owner's estate in the Property, said release being within the sole discretion of Mortgagee. Mortgagee acknowledges and agrees that such release shall not affect or impair the lien and security interest of the Mortgagee as security for the full amount of the indebtedness secured thereby or any rights of Mortgagee with respect to the remainder of the Mortgaged Property, including the improvements and the Lease (as such capitalized terms are defined in the Mortgage), or otherwise affect the rights of Mortgagee under the Note or any other Loan Document.

Mortgagee shall indemnify Mortgagee, Eugenie Terrace Associates, an Illinois limited partnership ("Eugenie" or "Beneficiary") and its general and limited partners and the managing agent and its officers, directors and shareholders from claims made by the depositors of such Deposits for the return of the Deposits actually received by Mortgagee and for the payment of interest required to be paid on such Deposits (regardless of whether earned before or after the date of such delivery) except for interest collected by Mortgagee, Beneficiary or the Managing Agent on such deposits prior to the date of such Deposits and not delivered to Mortgagee; provided, however, that Mortgagee's indemnification obligation with respect to interest accrued for the benefit of tenants as of the date of the delivery of the Deposits to Mortgagee in excess of interest collected by Mortgagee and delivered to Mortgagee shall be paid only from rents, receipts and other revenues from ownership and operation of the Mortgaged Property and the Mortgagee agrees to make such rents, receipts and other revenues available for such purpose. Mortgagee's obligations under this Section 6 shall survive any foreclosure, deed in lieu of foreclosure or other termination or extinguishment of the Mortgage.

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arising under or in any manner relating to, whether directly or indirectly, the Note, any collateral therefor or guarantees thereof, or any other aspect of the transactions contemplated by the Loan Documents or this Agreement, from the beginning of time until the date hereof.

10. Bankruptcy of Mortgagor. To induce Mortgagor to execute this Agreement, Mortgagor covenants and acknowledges that: (i) Mortgagor is currently solvent and has no intention to file or acquiesce in any bankruptcy or insolvency proceeding at any time hereafter; (ii) the modifications set forth in this Agreement are reasonably sufficient for Mortgagor to successfully reorganize its financial affairs; (iii) the modification set forth in this Modification Agreement has provided a realistic opportunity to successfully reorganize Mortgagor's financial affairs under Chapter 11 of the Code; and (iv) any filing of a voluntary petition under Chapter 11 of the Code or acquiescence therein by Mortgagor after the termination or expiration of the Accrual Period would be in bad faith and solely for the purpose of delaying Mortgagor in the enforcement of its rights. Accordingly, in consideration of the mutual covenants contained in this Agreement, the modifications and amendments to the Loan Documents set forth in this Agreement and for other good and valuable consideration, Mortgagor hereby agrees that in the event Mortgagor shall (i) file any voluntary petition with any bankruptcy court or be the subject of any voluntary petition under Chapter 11 of the Code, (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagor shall thereupon be entitled and Mortgagor irrevocably consents to the entry of an order by a bankruptcy court granting to Mortgagor relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagor as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Mortgagor hereby irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Mortgagor of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Mortgagor agrees that Mortgagor will be entitled to and it hereby consents to immediate relief from the automatic stay imposed by the Code to allow Mortgagor to take any and all actions necessary to enforce any rights Mortgagor may have under the Note or any of the other Loan Documents including, but not limited to, the right to terminate Mortgagor's right to possession of the Mortgaged Property, the commencement or continuation of an action to foreclose the Mortgagee's liens and security interests, and Mortgagor further agrees that the filing of any voluntary petition for relief under the Code which postpones, prevents, delays, or otherwise hinders Mortgagee's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, subject to prompt dismissal or conversion to a case under Chapter 7 of the Code.

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17. Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

15. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one Agreement, fully binding upon, and enforceable against the parties hereto.

14. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. Headings. The headings of the paragraphs and sections of this Agreement are for convenience of reference only, are not to be considered a part of this Agreement and shall not limit, expand or otherwise affect any of the terms of this Agreement.

12. Continued Force and Effect. Each of the Original Loan Documents, the indebtedness evidenced thereby and the security provided thereby are hereby ratified and confirmed, and each and every provision, covenant, condition, obligation, right and power contained in and under, or existing in connection with, each of the Original Loan Documents, as may have been amended, shall continue in full force and effect; provided, however, Mortgagor's representations and warranties under the Original Loan Documents are not deemed to be remade. Mortgagor acknowledges and agrees that the Loan Documents are enforceable against Mortgagor and against the premises described therein in accordance with their respective terms. The Original Note and the Restated Note shall be construed together as a single instrument; the Original Mortgage and this Agreement shall be construed together as a single instrument; the Original Assignment and this Agreement shall be construed together as a single instrument; and the other Original Loan Documents and this Agreement shall be construed together as a single instrument.

11. References in Loan Documents. Each reference to the Original Note, the Original Mortgage, the Original Assignment or any or all of the Original Loan Documents herein and in the Loan Documents shall be deemed and construed to refer to the Note, the Mortgage, the Assignment and any or all of the Loan Documents, and the Original Loan Documents as modified and amended from time to time.

Further, Mortgagor agrees that it will not seek, apply for or cause the entry of any order enjoining, staying or otherwise prohibiting or interfering with Mortgagor's rights which Mortgagor may have under the Note or any of the other Loan Documents including, but not limited to, the right to terminate Mortgagor's right to possession of the Mortgaged Property, or the commencement or continuation of an action to foreclose the Mortgagor's liens and security interests.

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Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Agreement. It is expressly understood and agreed by and between the parties hereto, notwithstanding anything herein to the contrary, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally, but are made and intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or at any time shall be assessed or enforceable against said Trustee on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee contained in this Agreement either express or implied, all such personal liability, if any, being expressly waived and released.

18. Relationship of the Parties. This Agreement is made and entered into by Mortgagee, in its capacity as a lender, and Mortgageor, in its capacity as a borrower. The relationship between Mortgagee and the Mortgageor is limited to that of creditor/secured party, on the one hand, and debtor, on the other hand. The provisions herein or in any of the other Loan Documents for compliance with financial covenants and delivery of operating statements and other financial data are solely for the benefit of Mortgagee to protect its interests as lender in assuring payment of the amounts due under and pursuant to the Loan Documents, including without limitation, the payment of interest and repayment of principal, and nothing contained in this Agreement or in any of the other Loan Documents shall be construed as permitting or obligating Mortgagee to act as a financial or business advisor or consultant to Mortgageor, as permitting or obligating the Mortgagee to control Mortgageor or to conduct Mortgageor's operations, as creating any fiduciary obligation on the part of Mortgagee to Mortgageor, or as creating any joint venture, agency, or other relationship between the parties other than as explicitly and specifically stated in this Agreement and in the other Loan Documents. Mortgageor acknowledges that it has had the opportunity to obtain the advice of experienced counsel of its own choosing in connection with the negotiation and execution of this Agreement and to obtain the advice of such counsel with respect to all matters contained herein.

Property

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Leasehold Owner:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Number 6795 as aforesaid

By: [Signature]  
Print Name: Peter H. Johansen  
Its: [Signature]

ASSISTANT SECRETARY

Fee Owner:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Number 67498 as aforesaid

By: [Signature]  
Name: Peter H. Johansen  
Its: [Signature]

Gregory S. Kaszuba

ASSISTANT SECRETARY

Mortgagee:

THE AETNA CASUALTY AND SURETY COMPANY

By: [Signature]  
Name: SAO A. Sura  
Its: [Signature]

c/o Aetna Realty Investors  
242 Trumbull Street, Hartford CT 06156

Property of Cook County Clerk's Office

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## CONSENT AND CONFIRMATION

The undersigned Eugenie Terrace Associates, an Illinois limited partnership ("Eugenie"), as the sole beneficiary of that certain Trust Agreement dated April 1, 1966, with American National Bank and Trust Company of Chicago, as Trustee, and known as Trust No. 65795, hereby consents and agrees to the terms of paragraphs 3(a) and 3(d) of the Mortgage and Assignment Modification Agreement to which this Consent and Confirmation is attached. All capitalized terms have the meanings set forth in the Mortgage and Assignment Modification Agreement to which this Consent and Confirmation is attached.

Anything in this Agreement or in this Consent and Confirmation to the contrary notwithstanding, it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any partner of Eugenie, general or limited, personally to pay any amount payable now or hereafter under the Note, the Mortgage, the Loan Agreement and the Loan Commitment and any other Loan Documents including, but not limited to, the principal amount of the loan evidenced by the Note or any interest that may accrue thereon, any prepayment fee, late charge, or any indebtedness accruing hereunder, and that so far as said partners and their successors and assigns are concerned, Mortgagee shall look solely to any one or more of: (1) the property and the improvements described on Exhibit A hereto and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien created by the Mortgage which secures the Note, in the manner therein provided; or (2) any other security given to secure said indebtedness; but nothing herein contained shall be construed to prevent Mortgagee from exercising any other remedy allowed by law or statute or by the terms of this Assignment or any additional Loan Documents, to enforce the terms of the Note, the Mortgage, or other Loan Documents which do not relate to or result in an obligation to pay money or the enforcement of a money judgment against Eugenie or the partners thereof, provided, however, the foregoing limitation on the remedies against Eugenie shall not apply to any damages suffered by Mortgagee as a result of: (a) any fraudulent misrepresentation to Mortgagee by Eugenie or any partner or officer of any partner thereof made in connection with modifications contemplated by the Modification Agreement; (b) any act or omission of Eugenie or any partner or officer of any partner thereof constituting fraud; (c) the misapplication of security deposits or application by Eugenie of any rents, issues and profits of and from the Mortgaged Property (in each case net of the reasonable costs of collection of same), in any manner other than as provided in the Loan Documents; or (d) the application by Mortgagor or Eugenie of condemnation proceeds, insurance proceeds or any other similar proceeds derived from the Mortgaged Property (in each case net of the reasonable costs of collection of the same) in any manner other than to rebuild, repair or restore the Mortgaged

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Property in accordance with the Loan Documents or, if so required by Mortgagee in accordance with the Loan Documents, to the payment of principal, interest and other sums due under the Note or any other Loan Document. Nothing contained herein shall be deemed to be a release or impairment of the indebtedness evidenced by the Note or the security therefor provided by the Loan Documents, nor shall anything provided herein preclude Mortgagee from foreclosing (judicially or nonjudicially) or otherwise realizing on the Loan Documents, or from obtaining a receiver as and when permitted by applicable law or pursuant to the provisions of the Loan Documents, or from bringing any action to obtain or protect any income or revenues arising from the Mortgaged Property or to restrain or enjoin any action by Eugenie or its successors which would impair Mortgagee's security for the Note or would otherwise be in violation of the terms of the Note or any of the other Loan Documents, or from enforcing any of its other rights under the Loan Documents except as provided herein.

IN WITNESS WHEREOF, the undersigned Eugenie Terrace Associates has executed this Consent and Confirmation as of September 1, 1992.

EUGENIE TERRACE ASSOCIATES, an Illinois limited partnership

By: Capital Associates Development Corp., a Delaware corporation, its General Partner

By: [Signature]  
Its: Vice-President

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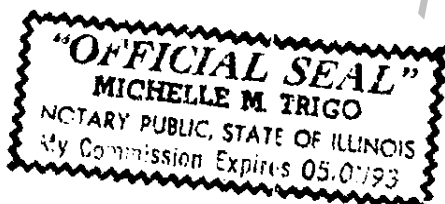
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STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF COOK )

I, MICHELLE M. TRIGO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter H. Johnson, Second Vice President of American National Bank and Trust Company of Chicago, and Gregory S. Wasprzyk, ASSISTANT SECRETARY of said Association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER 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 Association, as trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he/she, as custodian of the corporate seal of said Association sealed said instrument as his/her own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 11th day of July, 1992.

Michelle M. Trigo  
Notary Public



My Commission Expires: \_\_\_\_\_

Notary of Cook County Clerk's Office

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
 )  
 ) ss  
COUNTY OF COOK )

I, MICHELLE M. TRIGO, a Notary Public in and for said County, in the State -- aforesaid, DO HEREBY CERTIFY that Peter H. Johnson, Second Vice President of American National Bank and Trust Company of Chicago, and Gregory S. Kasprzyk, ASSISTANT SECRETARY of said Association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second 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 Association, as trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he/she, as custodian of the corporate seal of said Association sealed said instrument as his/her own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 31 day of \_\_\_\_\_, 1992.

Michelle M. Trigo  
Notary Public



My Commission Expires: \_\_\_\_\_

Cook County Clerk's Office

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STATE OF CONNECTICUT )

COUNTY OF Hartford )

ss

I, Maria LeBlanc Purvis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sied L. Swan, Vice President of The Aetna Casualty And Surety Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that he/she, as custodian of the corporate seal of said corporation sealed said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 25<sup>th</sup> day of February, 1996.

Maria LeBlanc Purvis  
Notary Public

My Commission Expires: \_\_\_\_\_

MARIA LeBLANC PURVIS, Notary Public  
Within and for the State of Connecticut  
My Commission Expires September 30, 1996

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STATE OF ILLINOIS

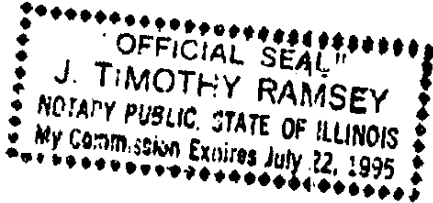
COUNTY OF COOK

SS

I, J. Timothy Ramsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jim Metzger, Vice President of Capital Associates Development Corp., a Delaware corporation, as general partner of Eugenie Terrace Associates, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as general partner of Eugenie Terrace Associates for the uses and purposes therein set forth; and as the free and voluntary act of said corporation as general partner of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 31<sup>st</sup> day of September, 1992.

J. Timothy Ramsey  
Notary Public



My Commission Expires: \_\_\_\_\_

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EXHIBIT A

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The subject property is described below as Parcel 1, which lies within a larger tract of land (the "Larger Tract"). The Larger Tract is described as follows:

A TRACT OF LAND IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMPRISED OF SUNDRY LOTS IN NORTH ADDITION TO CHICAGO, IN COUNTY CLERK'S DIVISION OF THAT PORTION OF UNSUBDIVIDED LANDS LYING BETWEEN THE EAST LINE OF NORTH ADDITION AND THE WEST LINE OF N. CLARK STREET IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID, IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" IN SAID COUNTY CLERK'S DIVISION, IN CLARK STREET ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, IN JOHN C. ENDER'S SUBDIVISION OF THE EAST 60.00 FEET OF SAID LOTS 4 AND 5 OF LOTS 7 AND 8 AND OF LOT 6 NORTH OF EUGENIE STREET IN NORTH ADDITION TO CHICAGO; AND IN ADOLPH OLSEN'S SUBDIVISION OF PART OF LOTS 6 AND 7 IN SAID NORTH ADDITION, TO CHICAGO; WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 IN SAID NORTH ADDITION TO CHICAGO, AND RUNNING

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 10 AND ALONG THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID, A DISTANCE OF 280.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTHEASTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1, ALONG THE EASTERLY LINE OF LOTS 1, 2, 3 AND 4 IN SAID CLARK STREET ADDITION, AND ALONG THE EASTERLY LINE OF LOTS 6 AND 7 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID, A DISTANCE OF 164.13 FEET TO A DEFLECTION POINT IN THE EAST LINE OF SAID LOT 7;

THENCE SOUTH ALONG THE EAST LINE OF LOTS 7, 8 AND 9 IN THE SUBDIVISION OF LOT 2 IN BLOCK "A" AFORESAID AND ALONG THE EAST LINE OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10 IN SAID BLOCK "A", A DISTANCE OF 257.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 10 IN BLOCK "A"; ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN SAID ENDER'S SUBDIVISION; AND ALONG THE SOUTH LINE OF LOTS 12, 11, 10 AND 9 IN SAID ADOLPH OLSEN'S SUBDIVISION A DISTANCE OF 250.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 80.05 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN SAID ADOLPH OLSEN'S SUBDIVISION;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 95.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; AND

THENCE NORTH ALONG THE WEST LINE OF LOTS 3, 2 AND 1 IN SAID ADOLPH OLSEN'S SUBDIVISION AND ALONG THE WEST LINE OF LOTS 7, 8, 9 AND 10, IN SAID NORTH ADDITION TO CHICAGO, A DISTANCE OF 328.14 FEET TO THE POINT OF BEGINNING.

REVISED May 23, 1986

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REVISED May 23, 1986

Parcel 1 is described as follows: 2 3 4 1 7 3

## PARCEL 1

### HIGH RISE AND PARKING STRUCTURES

#### (HIGH RISE STRUCTURE)

A PART OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE TRACT OF LAND HEREINBEFORE DESCRIBED, WHICH PART OF SAID LAND, PROPERTY AND SPACE IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, AND RUNNING

THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT (BEING ALSO THE SOUTHWESTERLY LINE OF N. CLARK STREET) A DISTANCE OF 38.00 FEET, TO AN INTERSECTION WITH A LINE WHICH IS 34.90 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, BEING THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 126.13 FEET TO A DEFLECTION POINT IN SAID LINE;

THENCE SOUTH ALONG THE EAST LINE OF THE AFORESAID TRACT OF LAND (BEING ALSO THE WEST LINE OF N. LaSALLE STREET) A DISTANCE OF 71.40 FEET TO AN INTERSECTION WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT;

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE NORTH LINE OF SAID TRACT OF LAND, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

WEST 68.67 FEET;

NORTH 5.00 FEET;

WEST 112.88 FEET;

NORTH 20.00 FEET;

WEST 20.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT AT A POINT WHICH IS 144.16 FEET EAST OF THE NORTHWEST CORNER THEREOF;

THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 143.14 FEET;

EAST 126.68 FEET;

NORTH 19.10 FEET TO THE AFORESAID LINE WHICH IS 34.90 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

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PARCEL 1 (CONTINUED):

ALSO

(PARKING STRUCTURE - NORTH EXTENSION)

THAT PART OF THE LAND, PROPERTY AND SPACE IN SAID TRACT OF LAND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM, AND WHICH PART OF SAID LAND, PROPERTY AND SPACE LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF THE AFOREMENTIONED TRACT OF LAND AT A POINT WHICH IS 144.16 FEET EAST OF THE NORTHWEST CORNER THEREOF, AND RUNNING

THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 36.02 FEET, TO THE POINT OF BEGINNING FOR THAT PART OF SAID TRACT HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH ALONG LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 161.12 FEET;

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

EAST 20.00 FEET;

SOUTH 20.00 FEET;

WEST 88.00 FEET;

NORTH 181.12 FEET; AND

EAST 68.00 FEET TO THE POINT OF BEGINNING.

ALSO

(PARKING STRUCTURE - BASEMENT LEVEL)

THAT PART OF THE LAND, PROPERTY AND SPACE IN SAID TRACT OF LAND, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM AND WHICH PART OF SAID LAND, PROPERTY AND SPACE LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LaSALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 10.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED:

THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

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PARCEL 1 (CONTINUED):

SOUTH 151.50 FEET;

WEST 11.33 FEET;

SOUTH 24.33 FEET;

WEST 38.34 FEET;

NORTH 2.00 FEET;

WEST 190.09 FEET TO AN INTERSECTION WITH A WEST LINE OF SAID TRACT OF LAND, AT A POINT WHICH IS 12.16 FEET NORTH OF THE SOUTH LINE OF SAID TRACT (BEING ALSO THE NORTH LINE OF W. EUGENIE STREET);

THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 67.83 FEET TO A CORNER IN SAID WEST LINE;

THENCE WEST ALONG A SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 83.08 FEET TO A POINT WHICH IS 12.00 FEET EAST FROM THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET);

THENCE NORTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, A DISTANCE OF 116.21 FEET TO AN INTERSECTION WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT;

THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 64.27 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, AT A POINT WHICH IS 76.16 FEET EAST OF THE NORTHWEST CORNER THEREOF;

THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE AFORESAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 5.22 FEET;

EAST 200.71 FEET;

SOUTH 5.00 FEET, AND

EAST 58.73 FEET TO THE POINT OF BEGINNING.

ALSO

(PARKING STRUCTURE - STREET AND SECOND LEVEL)

THAT PART OF THE LAND, PROPERTY AND SPACE ON SAID TRACT OF LAND HEREINBEFORE DESCRIBED, LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID TRACT, (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

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THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 41.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE NORTH LINE OF SAID TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 150.50 FEET;

WEST 19.00 FEET;

NORTH 7.67 FEET;

WEST 75.66 FEET;

NORTH 6.42 FEET;

WEST 9.00 FEET;

NORTH 1.58 FEET;

WEST 6.57 FEET;

SOUTH 8.00 FEET;

WEST 100.43 FEET TO AN INTERSECTION WITH A WEST LINE OF SAID TRACT OF LAND, AT A POINT WHICH IS 43.16 FEET NORTH OF THE SOUTH LINE OF SAID TRACT (BEING ALSO THE NORTH LINE OF W. EUGENIE STREET);

THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 36.89 FEET TO A CORNER IN SAID WEST LINE;

THENCE WEST ALONG A SOUTH LINE OF SAID TRACT OF LAND A DISTANCE OF 52.08 FEET TO A POINT WHICH IS 43.00 FEET EAST FROM THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET);

THENCE CONTINUING ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE NORTH LINE OF SAID TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 91.14 FEET;

EAST 6.83 FEET;

NORTH 14.83 FEET;

EAST 2.17 FEET, AND

NORTH 10.22 FEET TO AN INTERSECTION WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT;

THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 24.27 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID TRACT, AT A POINT WHICH IS 76.16 FEET EAST OF THE NORTHWEST CORNER THEREOF;

THENCE ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO AFORESAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 5.22 FEET;

EAST 200.71 FEET;

SOUTH 5.00 FEET, AND

EAST 27.75 FEET TO THE POINT OF BEGINNING.

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PARCEL 1 (CONTINUED):

ALSO

### STAIR NO. 1 - TERRACE LEVEL

A PART OF THE PROPERTY AND SPACE, TO BE OCCUPIED BY A STAIRWAY AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE, IN THE "TRACT" HEREINBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LASALLE STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 84.76 FEET;

THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY; THE FOLLOWING COURSES AND DISTANCES:

SOUTH 14.00 FEET;

EAST 8.67 FEET;

NORTH 14.00 FEET, AND

WEST 8.67 FEET TO THE POINT OF BEGINNING.

ALSO

### STAIR NO. 4 - TERRACE LEVEL

A PART OF THE PROPERTY AND SPACE, TO BE OCCUPIED BY A STAIRWAY AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE IN THE "TRACT" HEREINBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID "TRACT", BEING ALSO THE EAST LINE OF N. WELLS STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING

THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 49.79 FEET;

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PARCEL 1 (CONTINUED):

THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 14.83 FEET;

EAST 8.67 FEET;

NORTH 14.83 FEET, AND

WEST 8.67 FEET TO THE POINT OF BEGINNING.

ALSO

## BASEMENT EXHAUST SHAFT - TERRACE LEVEL

A PART OF THE PROPERTY AND SPACE TO BE OCCUPIED BY AN EXHAUST SHAFT AT THE TERRACE LEVEL OF THE GARAGE STRUCTURE IN THE "TRACT" HEREBEFORE DESCRIBED, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LA SALLE STREET AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 358.55 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.68 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED:

THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

WEST 9.00 FEET;

NORTH 6.00 FEET;

EAST 9.00 FEET, AND

SOUTH 6.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:



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PARCEL 1 (CONTINUED):

COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LaSALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 68.84 FEET;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING ALONG SAID PERPENDICULAR LINE, AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19.67 FEET;

WEST 9.00 FEET;

NORTH 16.33 FEET;

WEST 6.42 FEET;

NORTH 3.34 FEET, AND

EAST 15.42 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LaSALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 358.55 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.65 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED:

THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

WEST 9.00 FEET;

SOUTH 17.09 FEET;

EAST 9.00 FEET; AND

NORTH 17.09 FEET TO THE POINT OF BEGINNING.

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PARCEL 1 (CONTINUED):

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT AND EQUIPMENT ROOM AT THE BASEMENT LEVEL OF SAID GARAGE STRUCTURE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 15.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID TRACT (BEING ALSO THE EAST LINE OF N. WELLS STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 211.92 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 32.96 FEET TO THE POINT OF BEGINNING, FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

EAST 19.00 FEET;  
SOUTH 10.22 FEET;  
WEST 2.17 FEET;  
SOUTH 14.83 FEET;  
WEST 6.83 FEET;  
NORTH 14.14 FEET;  
WEST 4.33 FEET;  
NORTH 3.66 FEET;  
WEST 5.67 FEET, AND  
NORTH 7.25 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT, LOBBY AND RUBBISH ROOM AT THE STREET LEVEL OF SAID GARAGE STRUCTURE LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 17.83 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM, AND WHICH LIES WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES HEREINAFTER DESCRIBED:

COMMENCING ON THE EAST LINE OF SAID TRACT, (BEING ALSO THE WEST LINE OF N. LASALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 68.84 FEET;

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THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE CONTINUING SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 29.50 FEET;

THENCE SOUTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM SOUTH TO WEST WITH LAST DESCRIBED LINE, A DISTANCE OF 7.31 FEET;

THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 7.92 FEET;

THENCE NORTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM WEST TO NORTH WITH SAID LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH AND 15.92 FEET WEST OF THE FIRST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 2.34 FEET;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH AFORESAID PERPENDICULAR LINE, THE FOLLOWING COURSES AND DISTANCES:

EAST 6.37 FEET;

NORTH 16.37 FEET;

WEST 6.42 FEET;

NORTH 3.34 FEET;

EAST 8.17 FEET;

NORTH 9.83 FEET; AND

EAST 7.25 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF THE LAND, PROPERTY AND SPACE TO BE OCCUPIED AS A RUBBISH ROOM IN SAID PARKING STRUCTURE, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 17.93 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM, AND WHICH PART LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID "TRACT", BEING ALSO THE WEST LINE OF N. LaSALLE STREET, AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 346.67 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID "TRACT", AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 134.68 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

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PARCEL 1 (CONTINUED):

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THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, THE FOLLOWING COURSES AND DISTANCES:

WEST 9.67 FEET;  
SOUTH 6.08 FEET;  
EAST 9.67 FEET, AND  
NORTH 6.08 FEET TO THE POINT OF BEGINNING.

ALSO

EXCEPTING THEREFROM THAT PART OF SAID LAND, PROPERTY AND SPACE TO BE OCCUPIED BY A TOWNHOUSE ELEVATOR SHAFT, LOBBY, RUBBISH ROOM AND POOL EQUIPMENT STORAGE AREA AT THE SECOND LEVEL OF SAID GARAGE STRUCTURE LYING ABOVE SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 34.00 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES HEREINAFTER DESCRIBED;

COMMENCING ON THE EAST LINE OF SAID TRACT (BEING ALSO THE WEST LINE OF N. LOSALLE STREET) AT THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 222.14 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID TRACT, AND RUNNING

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 41.09 FEET TO THE POINT OF BEGINNING FOR THAT PART HEREINAFTER DESCRIBED;

THENCE ALONG SAID PARALLEL LINE AND ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID LINE, RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

WEST 35.00 FEET;  
SOUTH 14.83 FEET;  
WEST 8.17 FEET;  
SOUTH 3.34 FEET;  
EAST 6.42 FEET;  
SOUTH 16.33 FEET;  
WEST 6.92 FEET; AND

THENCE SOUTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM EAST TO SOUTH WITH LAST DESCRIBED COURSE A DISTANCE OF 5.66 FEET;

THENCE EAST 4.00 FEET;

THENCE NORTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES 00 MINUTES FROM EAST TO NORTH WITH LAST DESCRIBED COURSE, A DISTANCE OF 5.66 FEET;

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PAPCEL 1 (CONTINUED):

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO FIRST DESCRIBED PARALLEL LINE THE FOLLOWING COURSES AND DISTANCES:

EAST 3.92 FEET;  
NORTH 19.67 FEET;  
EAST 9.75 FEET;  
SOUTH 13.67 FEET;  
EAST 18.00 FEET, AND  
NORTH 28.50 FEET TO THE POINT OF BEGINNING.

## Permanent Index Numbers

14-33-414-033-0000  
14-33-414-034-0000  
14-33-414-046-0000  
14-33-414-047-0000  
14-33-414-048-0000  
14-33-414-049-0000  
14-33-414-050-0000  
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14-33-414-058-0000  
14-33-414-059-0000  
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Parcel No. 1

Common Address:

NE corner of La Salle and Eugenie  
Chicago ILLINOIS

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EXHIBIT B

## AMENDED AND RESTATED MORTGAGE NOTE

\$48,635,448.00

Originally Dated  
June 18, 1986  
Amended and Restated  
As of September 1, 1992

FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated April 1, 1986 (the "Trust Agreement") and known as Trust No. 65795 ("Maker"), hereby promises to pay to the order of THE AETNA CASUALTY AND SUPPLY COMPANY, a Connecticut corporation (hereinafter, together with any subsequent holders hereof, "Holder"), at its office in care of Aetna Realty Investors, 242 Trumbull Street, Hartford, Connecticut 06156, or at such other location as Holder may from time to time designate, the principal sum of FORTY-EIGHT MILLION SIX HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (\$48,635,448.00), or so much thereof as may be advanced, together with the Deferred Amount (as hereinafter defined), including interest thereon, all costs herein provided, all amounts which may be or become due under the Loan Documents (as hereinafter defined), and interest from the date of disbursement until said principal sum and all other amounts have been paid in full, (a) on the outstanding principal balance hereof (including the Deferred Amount but excluding the amounts described in clause (b) below) at the rate of ten percent (10%) per annum (the "Interest Rate") or, upon the occurrence of an Event of Default (as such term is herein defined) under any of the Loan Documents, at the Default Rate (as hereinafter defined), if the Default Rate is then applicable, and (b) upon the occurrence of an Event of Default and to the extent permitted by law, on all other amounts due hereunder or under any of the other Loan Documents (the "Other Amounts") at the Default Rate. The loan evidenced by this Note and secured by the Loan Documents is herein referred to as the "Loan".

1. (a) Principal and interest shall be payable as follows:

(i) interest only, at the applicable Payment Rate (as such term is herein defined), on the outstanding principal balance of this Note (exclusive of the portion of the principal balance consisting of the Deferred Amount) shall be payable monthly, in arrears, during the Accrual Period (as such term is herein defined) commencing on October 1, 1992, and continuing on the first day of each calendar month thereafter through and including the payment due and payable on September 1, 1997, unless the Accrual Period shall be earlier terminated as a result of an Event of Default as described in paragraph 2(c) below;

(ii) thereafter, commencing with the payment due and payable on October 1, 1997, or such earlier date as a result of the earlier termination of the Accrual Period, principal and interest payments in an amount sufficient to fully amortize the outstanding principal balance (inclusive of any unpaid Deferred Amount, together with accrued and

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unpaid interest thereon) on a fixed payment basis over a 30-year period at the rate of ten percent (10%) per annum.

(iii) The outstanding principal balance of this Note, together with the unpaid Deferred Amount, if any, all accrued and unpaid interest and Other Amounts due hereunder, if not sooner paid, shall be due and payable in full on June 15, 2003 (the "Maturity Date").

(b) The term "Payment Rate" shall mean and refer to the fixed rate of (i) Seven and One-Half percent (7.5%) per annum from September 1, 1992 through and including August 31, 1993, (ii) Eight percent (8%) per annum from September 1, 1993 through and including August 31, 1994, (iii) Eight and One-Half percent (8.5%) per annum from September 1, 1994 through and including August 31, 1995, (iv) Nine percent (9%) per annum from September 1, 1995 through and including August 31, 1996 and (v) Nine and One-Half percent (9.5%) per annum from September 1, 1996 through and including August 31, 1997.

(c) Interest at the Interest Rate shall accrue and be calculated on the daily unpaid principal balance of this Note (inclusive of the Deferred Amount), based on a year of three hundred sixty (360) days consisting of twelve (12) thirty (30) day months, but using the actual number of days elapsed during the period for which interest is being charged for any period of less than a full month. All payments hereunder shall be made without demand, deduction or set-off, in lawful money of the United States for the payment of all debts and dues, public and private, at the time of payment.

2. (a) The amount by which (i) interest which has actually accrued on the outstanding principal balance (including the portion of such principal balance consisting of the Deferred Amount) for any month at the Interest Rate, exceeds (ii) interest on the outstanding principal balance (excluding the portion of such principal balance consisting of the Deferred Amount) at the Payment Rate which has actually been paid by Maker on or before ten (10) days after the due date pursuant to paragraph 1 hereof for any such month shall be added to the principal balance as of the first day of the next succeeding month and shall accrue interest at the Interest Rate and, upon the occurrence of an Event of Default hereunder or under any other Loan Document, at the Default Rate. [By way of example: That portion of the payment due on October 1 on account of interest accrued on the outstanding principal balance (inclusive of the portion of such principal balance consisting of the Deferred Amount) for the month of September which is not paid on or before October 10 shall be added to the outstanding principal balance as of October 1.] The aggregate amount of all interest from time to time added to the principal balance pursuant to this paragraph (all such amounts of interest being herein collectively referred to as the "Deferred Amount"), unless sooner paid, shall be due and payable upon the maturity of the Loan, whether by acceleration or otherwise.

(b) Except as expressly set forth in this Note, all references in this Note to the principal balance of this Note shall include, without limitation, the Deferred Amount together with all interest accruing thereon.



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(c) As used herein, the term "Accrual Period" shall mean and refer to the period commencing on September 1, 1992, and ending on the earlier of (i) August 31, 1997, or (ii) at the option of Holder, the occurrence of any Event of Default hereunder, under the Mortgage (as such term is herein defined) or under any other Loan Document, which Event of Default involves the nonpayment of money when due, whether by acceleration or otherwise, or is otherwise of a material nature.

3. (a) In addition to all amounts otherwise payable under this Note, Maker shall pay to Holder, commencing on the twenty-fifth (25th) day of October, 1992 and on the twenty-fifth day of each and every January, April, July and October thereafter until the Deferred Amount and all interest thereon shall have been paid in full, an amount (each, an "Available Cash Flow Payment") equal to the lesser of (i) the then outstanding Deferred Amount together with all accrued and unpaid interest thereon, or (ii) the Available Cash Flow (as such term is defined herein) attributable to the immediately preceding calendar quarter. All Available Cash Flow Payments shall be applied in accordance with Paragraph 4 below, and any Available Cash Flow in excess thereof shall be used to reduce the Deferred Rent (as such term is defined in the Ground Lease) and interest thereon. Maker shall have the right but not the obligation to make Available Cash Flow Payments, from time to time, on a monthly basis in advance of the due dates thereof, which payments shall be credited to the next amount due from Maker under this Note, and any such advance payments shall be applied in the manner provided in paragraph 4 hereof as of the date on which such advance payment is made.

For purposes of this Note, the term "Available Cash Flow" shall mean and refer to Net Profits (as such term is defined in that certain Lease dated as of May 1, 1986 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust No. 67498, as lessor (the "Lessor") and Maker, as lessee, as modified by that certain Amendment to Lease of even date herewith [together, hereinafter referred to as the "Ground Lease"]) determined on a quarterly basis without reduction for payments made on account of the Deferred Amount, Deferred Rent and interest on the Deferred Amount and Deferred Rent, but the calculation of Available Cash Flow shall reflect reduction for deposits to the reserve fund pursuant to Section 8.2 of the Ground Lease.

(b) Commencing October 25, 1992, and continuing on the twenty-fifth (25th) day of each and every calendar month thereafter until the Maturity Date, Maker shall submit to Holder certified monthly operating statements for the Property (as hereinafter defined) showing in reasonable detail all income generated in respect of the Property and providing a reconciliation of the revenues, expenses and capital expenditures (inclusive of tenant improvement costs and leasing commissions) for the immediately preceding calendar month and such other financial data as reasonably requested by Holder. All operating statements and financial statements delivered to Holder hereunder shall be (i) certified true and correct by the general partners of Beneficiary (as such term is defined in the Ground Lease); (ii) in form and substance reasonably acceptable to Holder in all respects; and (iii) sufficient to permit determination by Holder of the performance by Maker of its obligations to make Available Cash Flow Payments in accordance with this Note. On or before April 1 of each year, there shall be a reconciliation of Available Cash

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Flow Payments based upon the operating statements and the financial statements for the previous calendar year required to be provided pursuant to this section. In the event that, based upon such reconciliation, either (i) Maker has underpaid the Holder amounts in respect of the Deferred Amount and interest thereon and has overpaid the Lessor amounts in respect of the Deferred Rent and interest thereon under the Ground Lease, or (ii) Maker has overpaid the Holder amounts in respect of the Deferred Amount and interest thereon and has underpaid the Lessor amounts in respect of the Deferred Rent and interest thereon under the Ground Lease, then the amounts of the overpayment under this Note or under the Ground Lease, as applicable, will be applied as a credit against the amount of the underpayment under this Note or the Ground Lease, as applicable, as of the date on which such payments shall have been actually made by Maker under this Note or under the Ground Lease, and corresponding accounting adjustments to the amounts of the Deferred Amount, the Deferred Rent and interest on each of them will be made under the Note and the Ground Lease to reflect such credits. In the event that, giving effect to such reconciliation and adjustments, it is determined that Maker has underpaid Holder in respect of the Deferred Amount and interest thereon, the amount of such underpayment shall be immediately due and payable by Maker to Holder, but the amount of such underpayment required from Maker shall include interest only to the extent that there is Available Cash Flow for such interest payment and not required to be used for any other payment under this Note or under the Ground Lease. In the event that, giving effect to such reconciliation and adjustments, it is determined that Maker has overpaid Holder in respect of the Deferred Amount and interest thereon, the amount of the overpayment will be deducted from the payment next due Holder under this Note; provided, however, that no interest shall accrue for the benefit of Maker on the amount of any overpayment. Said reconciliation shall be prepared by a nationally recognized, certified public accounting firm satisfactory to Holder. Such accountants shall state that such reconciliations have been fairly presented during the audit period.

4. All payments on account of the indebtedness evidenced by this Note shall be applied in the following order: first, to the payment of costs and expenses of Holder expended pursuant to the Mortgage or any other Loan Document; second, to the payment of any late charges due hereunder; third, to the payment of any interest (other than the Deferred Amount) due hereunder; fourth, if applicable, to reduce the Deferred Amount; and fifth, to repayment of the principal balance hereof.

5. The outstanding balance of this Note as of the amended and restated date hereof is \$48,285,155.56.

6. Maker shall have the privilege of paying all (but not less than all) of the entire outstanding principal balance of the indebtedness evidenced by this Note, together with all accrued interest and other amounts due hereunder and under the Loan Documents, including any outstanding Deferred Amount and accrued and unpaid interest thereon, at any time prior to April 1, 1993 in connection with the simultaneous purchase by Maker of the Lessor's fee interest in the Property upon the payment to Holder of the aggregate net amount equal to the sum of (i) the then outstanding principal balance of the Loan (inclusive of the Deferred Amount), together with accrued and unpaid interest thereon, and (ii) all Other Amounts due

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hereunder or under any of the other Loan Documents, in immediately available federal funds. This prepayment privilege is effective only prior to April 1, 1993, and only if (1) no default exists under the Loan Documents and (2) interest accrued at the applicable Payment Rate as of the date of prepayment and all rental payments due under the Ground Lease at the reduced rate of payment as of the date of prepayment shall have been paid. From and after April 1, 1993, the Loan shall be closed to prepayment until June 15, 1999. Thereafter, the privilege is granted of making prepayments of principal by paying a prepayment charge in an amount equal to three percent (3%) of the amount prepaid, with such prepayment charge to be reduced to two percent (2%) on June 15, 2000, one percent (1%) on June 15, 2001 and eliminated on the date ninety days immediately preceding the Maturity Date. Permitted prepayments shall be made only upon any payment due date upon 60 days prior written notice to Holder and in multiples of One Thousand Dollars (\$1,000.00). For the purposes hereof, no premium shall be due and no notice of prepayment shall be required in the event of the application of condemnation awards and insurance proceeds to the principal balance hereof.

Maker agrees that in the event of the acceleration of the indebtedness evidenced hereby, the prepayment provisions hereunder will be circumvented. Maker understands that the Holder hereof will be damaged by such circumvention, whether or not such circumvention was intentional. Therefore, to the extent permitted by law, upon any such acceleration there shall be added to the indebtedness evidenced hereby an amount equal to the prepayment charge required under the foregoing prepayment privilege; provided, however, that if such acceleration occurs during a period in which there is no prepayment privilege, there shall be due and payable, in addition to the unpaid principal balance, the Deferred Amount and accrued interest on both, an amount equal to the greater of (A) six percent (6%) of the principal balance of the indebtedness (including the Deferred Amount and interest thereon) or (B) the present value (determined at a discount rate equal to the U.S. Treasury Obligations yield described below) of the amount obtained by (i) multiplying the principal balance of the indebtedness by the amount by which (a) the interest rate or rates payable hereon prior to maturity (compounded monthly) exceed (b) the yield which can be obtained by the Holder on United States Treasury Obligations with maturities as close to the Maturity Date as are reasonably available (compounded on the basis on which interest is paid on such obligations), (ii) dividing by twelve (12), and (iii) multiplying the result by the number of months (full or partial) between the date of acceleration and the Maturity Date, both dates inclusive. This paragraph shall not limit the right of the Holder to seek by injunction or other rights or remedies available to the Holder at law or in equity to prevent any evasion of the provisions hereof relating to prepayment.

7. It is agreed that time is and shall be of the essence in the performance of all obligations under this Note and all other Loan Documents. If an Event of Default shall occur and be continuing under this Note, the Mortgage or any other Loan Document, then, at Holder's option, the entire principal balance of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder (including the Deferred Amount and interest thereon) and under the Mortgage and under any other Loan Document, at the election of Holder, and without notice of such election, shall become due and payable immediately.

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8. It shall be an "Event of Default" hereunder if any one or more of the following defaults shall occur:

(i) If default shall be made in the payment of any regularly scheduled monthly installment of interest or principal when and as the same shall become due and payable under this Note and payment is not received within ten (10) days of its original due date; or

(ii) If default shall be made in the payment of any amount (other than regularly scheduled monthly principal or interest payments described in paragraph 8(i) above) when and as the same shall become due and payable under this Note; or

(iii) If default shall be made in the performance or observance of any other covenants or agreements of this Note, the Mortgage or any other Loan Document, which default is not cured within any applicable grace period.

9. Upon the occurrence and during the continuance of any Event of Default, or after the Maturity Date, the entire indebtedness of this Note, at the option of Holder, shall bear interest, from the date of occurrence of such Event of Default or the Maturity Date until payment (including any period of time occurring after judgment), at the "Default Rate", being a rate per annum equal to the lower of (i) the highest rate permitted by law, or (ii) sixteen percent (16%). Such default interest, when and if applicable, shall be due and payable immediately without notice or demand. In addition, upon the occurrence and during the continuance of any Event of Default involving the nonpayment of money when due, whether by acceleration or otherwise, or which is otherwise of a material nature, Holder shall have the option to terminate the Accrual Period and require Maker to commence payments in accordance with Paragraph 1(a)(ii) above.

10. Maker and all makers, endorsers and sureties hereof agree jointly and severally to pay all taxes (exclusive of income taxes) or duties assessed against the Holder relating to this Note, the indebtedness evidenced hereby, the Mortgage or the Property, and to pay all costs, expenses, and attorneys' fees incurred by Holder in any proceeding for collection of the debt evidenced hereby, in any foreclosure of the Mortgage, in protecting or sustaining the lien of the Mortgage, or in any litigation or controversy arising from or connected with the enforcement of this Note or from or connected with the Mortgage or any other Loan Document. Maker agrees that all expenditures by Holder described in the immediately preceding sentence shall constitute indebtedness hereunder which shall bear interest at the Default Rate from the date demand therefor is made and shall be secured by the Mortgage.

11. If any payment under this Note is not received on or prior to ten (10) days after its original due date, Maker shall pay to Holder a late charge equal to six percent (6.0%) of such payment, to cover the additional expenses involved in handling such overdue payment. Such late charge shall be in addition to, and not in lieu of, any other remedy Holder may have and is in addition to any fees and

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charges of any agents or attorneys which Holder is entitled to employ upon the occurrence of an Event of Default, whether authorized herein or by law. The aforesaid late charge, when and if applicable, shall be due and payable immediately without notice or demand.

12. This Note is executed and delivered in connection with modification of a loan, which loan and loan modification are and have been made by Holder, in its capacity as a lender, to Maker, in its capacity as a borrower, and in consideration of the payment of interest and repayment of principal by Maker to Holder. The relationship between Maker and Holder as set forth in this Note is limited to that of debtor and creditor. The provisions in any Loan Document for compliance with financial covenants and delivery of financial statements are intended solely for the benefit of Holder to protect its interests as lender in assuring payments of interest and repayment of principal, and nothing contained in this Note or any other Loan Document shall be construed as permitting or obligating Holder to act as a financial or business advisor or consultant to Maker, as permitting or obligating Holder to control Maker or conduct Maker's operations, as creating any fiduciary obligation on the part of Holder to Maker, or as creating any partnership, tenancy-in-common, joint tenancy, joint venture, co-ownership, agency or other relationship between the parties other than as debtor and creditor as explicitly and specifically stated in this Note and the Loan Documents. Holder shall not in any way be responsible or liable for the debts, losses, obligations or duties of Maker with respect to the Property or otherwise in connection with the Loan. All obligations to pay real property or other taxes, assessments, insurance premiums and all other fees and charges arising from the ownership, operation, use and occupancy of the Property or to perform Maker's obligations under all leases and other agreements and contracts relating to the Property shall be the sole responsibility of Maker.

13. If this Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of all such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties, if any), and shall be binding on all such parties or persons and their heirs, successors and assigns.

14. Maker and all makers, endorsers, guarantors and sureties hereof, and all other persons liable or who shall become liable on this Note, jointly and severally waive demand, presentment, protest, notice of protest, notice of dishonor, diligence in collection, the benefit of any exemption under any homestead exemption laws, if applicable, and any and all other notices and matters of a like nature. Maker and all makers, endorsers, guarantors and sureties, if any, and all other persons liable or who shall become liable on this Note, consent to (i) any renewal, extension or modification (whether one or more) of the terms of this Note or the Loan Documents, including the terms or time of payment under this Note, (ii) the release or surrender, exchange or substitution of all or any part of the security, whether real or personal or direct or indirect, for the payment hereof, (iii) the granting of any other indulgences to Maker, and (iv) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Maker and any such makers, endorsers, guarantors, sureties or other persons, and without affecting the liability of said parties hereunder.

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15. Maker and each endorser, guarantor and surety of this Note, and each other person liable or who shall become liable for all or any part of the indebtedness evidenced by this Note, hereby give Holder a lien and right of setoff for all of their respective liabilities in respect of such indebtedness upon and against all of their respective deposits, credits and property (other than the Property), now or hereafter in the possession or control of Holder or in transit to Holder. Holder may, at any time after the occurrence and during the continuance of an Event of Default, apply the same, or any part thereof, to Maker's or such other person's liability in respect of such indebtedness.

16. This Note may not be modified or terminated orally but only by agreement or discharge in writing and signed by Holder and Maker. Any forbearance of Holder in exercising any right or remedy hereunder or under the Loan Documents, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Holder of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of Holder's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

17. Whenever Holder is referred to in this Note, such reference shall be deemed to include the successors and assigns of Holder, including, without limitation, any subsequent assignee or holder of this Note, and all covenants, provisions and agreements by or on behalf of Maker and any makers, endorsers, guarantors and sureties hereof, and any other persons, which are contained herein shall inure to the benefit of the successors and assigns of Holder.

18. In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect, shall be valid, legal and enforceable, and shall in no way be affected, prejudiced or disturbed thereby.

19. Maker represents and agrees that the proceeds of the Loan will be used for the purposes specified in subsection (1)(c) of Section 6404 of Chapter 17 of the Illinois Revised Statutes, 1991 Edition, and that the Loan constitutes a business loan which comes within the purview of said subsection. It is the intention of Maker and Holder to conform strictly to the Interest Law (as hereinafter defined). Accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Note or in any of the other Loan Documents, the aggregate of all interest, or consideration constituting interest under the Interest Law, that is taken, reserved, contracted for, charged or received under this Note or under any of the aforesaid documents or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law. If any excess interest is provided for in this Note or in any of

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the other Loan Documents, then (a) the provisions of this paragraph shall govern and control, (b) neither Maker nor Maker's heirs, executors, administrators, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law, (c) any such excess shall be deemed a mistake and cancelled automatically and, if theretofore paid, shall be credited against the indebtedness evidenced by this Note (or if this Note shall have been paid in full, refunded to Maker), and (d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as hereinafter defined). To the extent permitted by the Interest Law, all sums paid or agreed to be paid to Holder for the use, forbearance or detention of the indebtedness evidenced by this Note shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of Illinois (meaning the internal laws of said state and not the laws of said state relating to choice of law), the United States of America or any other jurisdiction, which has application to the interest and other charges under this Note or under any of the other Loan Documents and to the classification of Maker under such law. For purposes of this Note, the "Maximum Legal Rate of Interest" shall mean the maximum effective contract rate of interest that Holder may from time to time, by agreement with Maker, legally charge Maker and in regard to which Maker would be prevented from raising and prevailing on the claim or defense of usury under the Interest Law as now or hereafter construed by courts of appropriate jurisdiction.

20. This Note is secured by a Mortgage, Assignment of Rents and Security Agreement dated June 18, 1986, and recorded with the Office of the Recorder of Deeds, Cook County, Illinois (the "Land Records") on June 19, 1986 as Document #86-251240 as modified by a certain Mortgage and Assignment Modification Agreement of even date herewith (together, the "Mortgage"), which Mortgage is a first lien on Maker's fee and leasehold interest in certain property (both real and personal) situated in the City of Chicago, County of Cook, State of Illinois (the "Property"), and by a certain Assignment of Leases and Rents dated June 18, 1986, and recorded with the Land Records on June 19, 1986 as Document #86-261241 as modified by the Mortgage and Assignment Modification Agreement as aforesaid (together, the "Assignment"); (this Note, the Mortgage, the Assignment and any and all documents evidencing, security or otherwise executed in connection with the indebtedness evidenced by this Note, as the same may be amended from time to time, being herein referred to individually as a "Loan Document" and collectively as the "Loan Documents" and all of the terms thereof are herein incorporated by this reference).

21. This Note, without regard to the place of execution, delivery or payment, shall be construed and enforced according to and governed by the laws of the State of Illinois.

22. This Note is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the assets of the trust estate held under the Trust Agreement. No personal liability for amounts due under this Note shall be asserted or be enforceable against

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the promisor, because in respect of the Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, 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 the Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof, the sole remedies of Holder shall be by any one or more of: (1) foreclosure or other enforcement of the Mortgage, in accordance with the terms and provisions in the Mortgage set forth; (2) resort to any other security given to secure said indebtedness; or (3) resort to said assets of the trust estate.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Mortgage Note as of the date and year first above written.

Attest:

**AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, as  
Trustee as aforesaid and not personally**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



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