いいというないということできまっているというと

\$39,50

93259114

PIRST AMENDMENT TO ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

93269533

THIS FIRST AMENDMENT TO ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS (this "Amendment") is made as of the 1st day of December, 1992, by and between MKDG/BUCK HOTEL VENTURE, an Illinois general partnership ("Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 24, 1969, and known as Trust No. 28443 ("Trust") (Borrower and Trust are hereinafter together referred to as "Assignor"), and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES ("Assigned" JETOKO INGS 18AH 7148 04/13/93 09:54:00 147777

WITNESSETH:

\$8685 \$ *~タミー269533 COOK COUNTY RECORDER

WHEREAS, pursuant to that certain Loan Agreement executed by Borrower and Assignee as of November 28, 1989 (the "Loan Agreement"), Assignee made that certain loan to Assignor in the original principal amount of One Hundred Forty Million and 00/100 Dollars (\$140,000,000.00) (the "Loan");

WHEREAS, the Loan is secured by, among other things, that certain First Mortgage made as of November 28, 1989 (the "Mortgage") by and between Assignor, as mortgagor, and Assignee, as mortgagee;

WHEREAS, as a condition precent to the funding of the Loan pursuant to the Loan Agreement, Assignor executed and delivered to Assignee that certain Assignment of Lessor's Interest in Leases and Rents dated as of November 28, 1989 (the "Assignment"), which Assignment was recorded on December 1, 1989 in the Office of the Cook County Recorder as document number 89574541;

WHEREAS, the Assignment was given to Assignme as additional security for the payment of all "Liabilities" (as defined in the Mortgage);

WHEREAS, Assignor has requested Assignee to extend the term of the Loan to November 30, 1997;

WHEREAS, simultaneously with the execution and delivery of this Amendment, Borrower and Assignee are entering into that certain First Amendment to Loan Agreement (the "First Amendment"), which, among other things, extends the term of the Loan to November 30, 1997;

WHEREAS, simultaneously with the execution and delivery of this Amendment, Assignor and Assignae are entering into that certain Modification and Extension of First Mortgage (the "Mortgage Modification"); and

WHEREAS, in connection with the modification and extension of the Loan, Assignor and Assignes want to amend the Assignment on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the extension of the Loan, and any financial accommodation of any kind whatsoever heretofore, now or hereafter made, given or granted to Assignor by Assignor, the undersigned hereby agree as follows:

- Capitalized terms used herein, which are not otherwise defined herein, shall have the meanings accorded such terms in the Assignment.
- 2. All references in the Assignment to the Loan Agreement shall be issued to be references to the Loan Agreement as amended by the First Amendment; all references in the Assignment to the Mortgage shall be deemed to be references to the Mortgage as modified and extended by the Mortgage Modification.
- 3. Article 1 (Assignment) is hereby amended as follows:
- (a) By inserting the following between the words "claims" and "being" in the twentieto (20th) line of paragraph (c) thereof: ", together with the revenues, receipts, accounts and other income assigned pursuant to paragraph (d) below,".
- (b) By inserting the following as a new paragraph (d) thereof:
 - "(d) all revenues, receipts, income, accounts, accounts receivable and other receivables now or hereafter owned, existing or acquired, including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, revenues, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels. 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended, together with all contract rights, chattel paper, instruments and other obligations of any kind now or hereafter owned, existing or acquired, arising

out of or in connection with the Project or the Leasehold Estate (all such revenues, receipts, accounts and other income, together with the money, rights and claims assigned pursuant to paragraph (c) above, being hereinafter collectively called the "Rents") together with all rights now or hereafter existing in and to all security agreements and other contracts securing or otherwise relating to any such Rents."

As amended hereby, Assignor and Assignee hereby ratify and confirm the terms and provisions of the Assignment and confirm that the Assignment remains in full force and effect and continues to secure the payment of the Liabilities.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have executed this Amendment as of the day and year first set forth above.

ASSIGNOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trasted as aforesaid

By:

MRDG/BUCK HOTEL VENTURE , an Linois general partnership

By: Guck Hotel Limited Parchership, an Illinois limited partnership, a general partner

> Buck Hotel Corp., an By: Illino's corporation,

ice gengral partner

MKDG/540 Michigan, an Illinois general partnership, a general partner

By: 3M Miller Co.-M, a

Colorado corporation, its

general parkner

This instrument is executed by the indichagned fixed Youthound permitting but helply as. Those is the arrive in the indichagnet of permitting and whether with

The interest expression is a second of the s

n nakabaran waki ing s

despirant, undertakting or agraciment of the Trustice in this institutions.

्राच्या १ वर्षा १ वर्ष १९५२ - १९५१ वर्षा १ वर्षा १

. (a.t.)

(**.**†

The state of the s

्रहाल्याच्यातम् । प्रश्नेत्राच्याः **श्री**

ASSIGNEE:

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

1: Chalal Boar

its: Investment Officer

EUSC92ER

Property of County Clerk's Office

STATE OF ILLINOIS 88 COUNTY OF COOK The folia is the second , a Notary Public in and for said County, in the State aforesaid, do hereby certify that , of American National Bank and Trust T. KICHANT WHEN WE Company of Chicago T/U/T 28443, and of said land trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such WCE PRESIDENT appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said land trust. given under my hand and notarial seal this 15th day of March, 1993.

My commission expires:

"OFFICEAL SPAIL

I.M. SOVIEWSKI

HOLAT NOVE CELLO CT

My Committee Expres 06/27,95

COUNTY OF ital SE
I, ATRICIA J. HELMS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JONAGO Downell, of Buck Hotel Corp., an Illinois corporation ("corporation") and lice No. of said corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such lice No. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation.
March, 1393. March, 1393. Attricia Helino Notary Public My commission supires:
"OFFICIAL SEAL" PATRICIA J. HELMS Notary Public, State of Hillinois by Commission Expires Nov. 13, 1995
PATRICIA J. HELMS Notary Public, State of Illinois My Commission Expires Hev. 13, 1995 My Commission Expires Hev. 13, 1995
C/e/45Office
*DOCUMENT & CHOO01\\39545.1; DATE:0\\11/9\\TBME:12:23

9 3 2 3 7 3 3
STATE OF Colorado) SS.
COUNTY OF Server
I. Kathler E. Biggie, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that Myron M. Miller of 3M Miller CoM, a Colorado corporation,
and President of said corporation, who is personally known to me to
be the same person whose name is subscribed to the foregoing
instrument to such President appeared before me this day in person
and acknowledged that he signed and delivered the said instrument
as his own free and voluntary act and as the free and voluntary act
of said corporation.
GIVEN under my hand and Notarial Seal this 544 day of March,
1993.
Notary Public Notary
My commission expires Manager 21, 1996.
DOCUMENT & CHOOOLUNGS.1;DATE-08/08/93;TD4E-13:26
553 S
ڭ

COUNTY OF LOOK) 85
I, PATRICIA J. HELMC, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles R. Beaver, of The Equitable Life Assurance Society of the United States ("Equitable"), and Investment Officer of said Equitable, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Investment Officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Equitable. Given under my hand and notarial seal this the day of March, 1993. My commission expires: "Official SEAL" PATRICIA J. HELMS Robery Public, State of Illinois By Demonstrate Digital Nov. 13, 1888 By Demonstrate Digital Nov. 13, 1888 By Demonstrate Digital Nov. 13, 1888
Prepared by: Helly, Drye a Warren. 303 W. Madison SH 1410 Chigo, TL - Leo Golo. ANT N: Mike Nambers

EXHIBIT A

LEGAL DESCRIPTION

Block 22 (except the East 75 feet thereof taken for the widening of North Michigan Avenue) in Kinzie's Addition to th.
4, Ea.
/is.

PIN. 17-10-121-005 Chicago, being the North fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 540 North Michigan Avenue, Chicago, Illinois

Description of Leased Premises

SUB-LOTS 1 TO 4, BOTH INCLUSIVE, AND A TRACT OF LAND MARKED PRIVATE ALLEY WEST OF AND ADJOINING SAID SUB-LOTS 3 AND 4, ALL IN E. C. LARNED'S SUBDIVISION OF LOTS 1 AND 2 AND THE EAST HALF OF LOT 3 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, THE NORTH PRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 17-10-120-003 Common Address: 542 N. Rush Street, Chicago, Illinois

ALSO:

THE WEST HALF OF LOT 3 AND ALL OF LOT 4 IN BLOCK 23 IN KINZIE'S ADDITION TO CHICAGO, BEING THE NORTH FRACTION OF SECTION 10. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 17-10-120-002

さいのは、日本のではないでき

Stre. Collins Common Address: 542 N. Rush Street, Chicago, Illinois