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5800 Sears Tower  
Chicago, Illinois 60606



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COOK COUNTY RECORDER

FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES

This FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES (the "Assignment") is made as of the 17<sup>th</sup> day of May, 1994, by and among SOUTH TOWER ASSOCIATES L.P., an Illinois limited partnership ("Beneficiary"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee ("Trustee"; with the Beneficiary sometimes collectively referred to herein as "Assignor") under that certain Trust Agreement dated October 6, 1989, and known as Trust No. 109744-00, and CITICORP REAL ESTATE, INC., a Delaware corporation (hereinafter called the "Assignee"). Capitalized terms used herein without definition shall have the meanings provided in the Settlement Agreement (as hereinafter defined).

RECITALS

A. A predecessor-in-interest to Trustee and a predecessor-in-interest to Beneficiary have previously executed and delivered to Assignee that certain Assignment of Leases dated June 13, 1983 (as heretofore amended, the "Original Assignment").

THIS INSTRUMENT WAS PREPARED BY:  
Linda S. Schurman, Esq.  
Latham & Watkins  
5800 Sears Tower  
Chicago, Illinois 60606

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B. Assignor and Assignee have agreed, pursuant to the terms of that certain Settlement Agreement dated as of May 12, 1994, (the "Settlement Agreement"), to amend the terms of the Original Assignment in the manner hereinafter set forth.

## AGREEMENT

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely grant, sell, convey, assign, transfer, set over and deliver unto Assignee the following:

(a) All leases, written or oral, now in existence or hereafter arising and all agreements for the use and occupancy of all or any portion of the property described on Exhibit A attached hereto and incorporated herein by reference or any improvements thereon (the "Property"), together with all the right, power and authority of Assignor to alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements and together with any and all extensions and renewals thereof and any and all further leases, including, without limitation, subleases, upon all or any part of the Property (all of such leases, agreements, subleases and tenancies being hereinafter collectively called the "Leases");

(b) Any and all guarantees of the obligations of the lessees (the "Lessees") under any of such Leases; and

(c) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may

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now or shall hereafter (whether during any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Property or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable to Assignor under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Assignor may have against any Lessee under any Lease or any subtenants or occupants of the Property (all such money, rights and claims being hereinafter collectively called the "Rents"), LESS AND EXCEPTING THEREFROM, HOWEVER, any Miscellaneous Service Income (as such term is defined in the Amended and Restated Rent Collection Agreement) and any sums which by the express provisions of any Lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under any Lease or any person, firm or corporation which controls or is controlled by or is under common control with the lessor under any Lease.

2. Provided that there exists no "Event of Default" under the Amended Mortgages, Assignor shall have the right under a

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license granted hereby and Assignee hereby grants to Assignor a license (but limited by the remedies of Assignee set forth herein) to collect, but not more than one month in advance (except as disclosed in writing to Assignor in connection with the execution of this Assignment and the other Amended Loan Documents), all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Property or any part thereof. Assignor shall apply the Rents so collected in the manner set forth in the Amended and Restated Rent Collection Agreement. In the event the Amended and Restated Rent Collection Agreement has been terminated and so long as no "Event of Default" exists under the Amended Mortgages, Assignor may use the Rents in any manner not inconsistent herewith or with the Amended Loan Documents. The license granted hereby shall be revoked automatically upon the occurrence of an "Event of Default" under the Amended Mortgages. The license granted herein is subject to the terms of the Amended and Restated Rent Collection Agreement.

3. Beneficiary represents and warrants, and Trustee represents, to Assignee as follows:

(a) Assignor has good and marketable title to the Leases and Rents, free and clear of all claims, liens and encumbrances other than the claims of Assignee under the Amended Loan Documents. Assignor has all requisite right, power and authority to assign the Leases and Rents and no other person, firm or corporation has any right, title or interest therein;

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(b) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due (except pursuant to the Original Assignment, the Amended Mortgages and the Original Mortgage (as such term is defined in the Amended and Restated Mortgage)); no Rents have been paid by any of the Lessees for more than one installment in advance (except as disclosed in writing to Assignor in connection with the execution of this Assignment and the other Amended Loan Documents); Assignor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents; Assignor has not received any bona fide and acceptable offer to purchase the Property or any part thereof which would in any way affect any right or option of first refusal to purchase all or any portion of the Property now contained in any Lease; and Assignor has not done any thing which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof or of the Amended and Restated Rent Collection Agreement.

4. The Assignor agrees:

(a) to furnish rental insurance to the Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

(b) not to demand any of the Rents in advance of the time when the same becomes due under the terms of any of the Leases;



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(c) not to execute any other assignments of any of the Leases or any interest therein or any of the Rents thereunder;

(d) to perform all of Assignor's covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of any of the Lessees, or any right to the Lessees to withhold payment of Rents; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessees thereunder, and to furnish Assignee with complete copies of said notices;

(e) to use reasonable efforts to enforce the Leases and all remedies available to the Assignor against the Lessees, in case of default under any of the Leases by any of the Lessees, if such enforcement is in the best interests of the Property. If Assignor determines that such enforcement is not in the best interests of the Property, it shall promptly give Assignee written notice of such determination, which notice shall include Assignor's analysis of the business judgment involved in its determination and shall inform Assignee of what action Assignor intends to pursue in lieu of such enforcement;

(f) that none of the rights or remedies of the Assignee under the Amended Mortgages or the Amended and Restated Rent Collection Agreement shall be delayed or in any way prejudiced by this Assignment;

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(g) to furnish Assignee, on an annual basis, a certified copy of a schedule of leases disclosing all Leases then in effect, in a form reasonably satisfactory to Assignee; and

(h) that notwithstanding any variation of the terms of the Amended Loan Documents or any extension of time for payment of the obligations evidenced or secured thereby or any release of part or parts of the security conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full.

5. Except as otherwise permitted in the Settlement Agreement, Assignor agrees:

(a) except as required by the terms of any Lease or to memorialize the exercise of any renewal, extension or expansion option in such Lease, not to enter into, terminate, modify or amend any of the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee, which consent shall not be unreasonably withheld or delayed (giving appropriate consideration to the best interests of the Property), and that any attempted entering into, termination, modification or amendment of any of the Leases, except as required by the terms of any Lease or to memorialize the exercise of any renewal, extension or

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expansion option in such Lease, without such written consent shall be null and void;

(b) not to discount any future accruing Rents;

(c) except as required by the terms of any Lease, not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of the Assignee, which consent shall not be unreasonably withheld or delayed (giving appropriate consideration to the best interests of the Property);

(d) not to consent to any assignments of any of the Leases, or any subletting thereunder, except in accordance with their terms, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld or delayed (giving appropriate consideration to the best interests of the Property); and

(e) not to request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Property.

6. This assignment is given in connection with the Amended Mortgages. The rights of Assignee under this Assignment are and shall be primary and on a parity with the real estate conveyed by the Amended Mortgages and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness and other obligations secured by the Amended Mortgages, or in such other

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manner as may be provided for in the Amended Mortgages or in any of the other Amended Loan Documents. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

7. Upon issuance of a deed or deeds pursuant to foreclosure of the Amended Mortgages, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds pursuant to foreclosure of the Amended Mortgages, as may be necessary or desirable for such purpose.

8. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any of the Lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by any of the Lessees in lieu of Rents. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any such action and/or to collect any such award or payment after the occurrence of an "Event of Default" under the Amended Mortgages.

9. Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any of the Lessees.

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10. Intentionally Omitted.

11. The receipt of Assignee of any Rents pursuant to this instrument after the institution of foreclosure proceedings under the Amended Mortgages shall not cure any default hereunder nor affect such proceedings or any sale pursuant thereto.

12. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if hand delivered, if sent by reputable overnight courier (effective the business day following delivery to such courier), or, if mailed, three (3) days after deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, in each case, addressed as follows:

If to Assignor:

South Tower Associates L.P.  
c/o Metropolitan Structures  
111 East Wacker Drive  
Suite 1200  
Chicago, IL 60601  
Attn: Mr. William Purdy, Jr.

and: American National Bank and  
Trust Company of Chicago  
33 North LaSalle Street  
Chicago, IL 60602  
Attn: Land Trust Department

and: Metco Properties  
111 East Wacker Drive  
Suite 1200  
Chicago, IL 60601  
Attn: Mr. Alan Levinson

and: Metropolitan Life Insurance Company  
2001 Spring Road, Suite 400  
Oak Brook, IL 60521  
Attn: Vice President, Real Estate Investments



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and: JMB Group Trust V  
900 North Michigan Avenue  
19th Floor  
Chicago, IL 60611  
Attn: General Counsel

If to Mortgagee:

Citicorp Real Estate, Inc.  
200 South Wacker Drive, 32nd Floor  
Chicago, Illinois 60606  
Attn: City Head  
Reference: South Tower Associates  
(Metropolitan Structures)  
Chicago, Illinois

With a copy to:

Citicorp Real Estate, Inc.  
Legal Department  
599 Lexington Avenue  
New York, New York 10043  
Attn: General Counsel  
Reference: South Tower Associates  
(Metropolitan Structures)  
Chicago, Illinois

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

13. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by

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reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, however, that Assignee shall not be entitled to indemnification hereunder to the extent the foregoing liabilities, losses and damages incurred by Assignee resulted from Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

14. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an "Event of Default" under the Amended Mortgages shall occur, but upon the occurrence of any such "Event of Default," the Assignee shall be entitled, upon notice to the Lessees, to all Rents then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to each of the Lessees to pay all such amounts to the Assignee without proof of the "Event of Default" relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which

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may be or thereafter become due under the Leases, or for the performance of any of Lessees' undertakings under the Leases and shall have no right or duty to inquire as to whether any "Event of Default" under the Amended Mortgages has actually occurred or is then existing.

15. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Amended Mortgages or in any other document.

16. This Assignment shall include any extensions, renewals and modifications of the Leases, and any reference herein to the Leases shall be construed as including any such extensions, renewals and modifications.

17. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, if any, as permitted by the Settlement Agreement. The words "Assignor," "Assignee," and "Lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

18. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Amended Notes.

19. This Assignment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as

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aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Amended Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this exculpation clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, Assignee shall look solely to any one or more of: (a) the Property and the rents, issues and profits thereof by the enforcement of the terms of the Amended Mortgage and this Assignment and (b) any other security given to secure said indebtedness.

20. Assignee shall not be entitled to seek or enforce any personal money judgment against any of the constituent partners of Beneficiary with respect to any claim arising out of or related to this Assignment or any of the other Amended Loan Documents, except as expressly set forth in Section 6.23 of the

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Settlement Agreement and subject to the limitations contained therein.

21. This Assignment constitutes an amendment and restatement of the Original Assignment in its entirety; provided, however, that Assignor and Assignee hereby acknowledge and agree that this Assignment is intended to continue the obligations of Assignor and the rights of Assignee under the Original Assignment on the amended terms set forth herein and should in no way constitute a novation of such obligations and rights (as modified herein).

22. Anything in this Assignment or any other Amended Loan Document to the contrary notwithstanding, Assignee hereby agrees that in any enforcement action taken by Assignee with respect to the Rents, it will not seek reimbursement from Assignor or any Partner for Rents applied by Assignor to pay expenses of the Property which have been approved by Assignee or are otherwise entitled to funding pursuant to the Amended and Restated Rent Collection Agreement.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date and year first above written.

SOUTH TOWER ASSOCIATES L.P., an Illinois limited partnership

By: METROPOLITAN STRUCTURES, an Illinois general partnership, its general partner

By: METCO PROPERTIES, an Illinois limited partnership, a general partner

By: *Benjamin A. Guro*  
A general partner

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

ATTEST:

*[Signature]*  
Secretary

By: *[Signature]*  
Its: \_\_\_\_\_

AGREED and ACCEPTED as of this 17<sup>th</sup> day of May, 1994:

CITICORP REAL ESTATE, INC.,  
a Delaware corporation

By: *[Signature]*  
Its: Vice President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

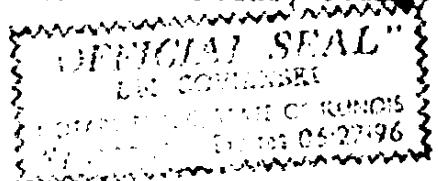
Michael M. [unclear] and Gregory S. Karpczyk,  
respectively a Vice President and ASSISTANT SECRETARY of

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASSISTANT SECRETARY respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

[Signature]  
Notary Public

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



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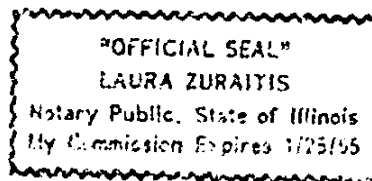
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Benjamin A. Lewis, a general partner of METCO PROPERTIES, an Illinois limited partnership, as a general partner of METROPOLITAN STRUCTURES, an Illinois general partnership, as the general partner of SOUTH TOWER ASSOCIATES L.P., an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, 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 METCO PROPERTIES, an Illinois limited partnership, as a general partner of METROPOLITAN STRUCTURES, an Illinois general partnership, as the general partner of SOUTH TOWER ASSOCIATES L.P., an Illinois limited partnership.

Given under my hand and Notarial Seal this 12<sup>th</sup> day of May, 1994.

Laura Zuraitis  
Notary Public

My Commission Expires:  
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK        )

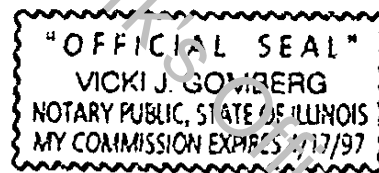
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terrance T. Rosenberger, Vice President of CITICORP REAL ESTATE, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice 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 CITICORP REAL ESTATE, INC.

Given under my hand and Notarial Seal this 16<sup>th</sup> day of May, 1994.

Vicki J. Gomburg  
Notary Public

My Commission Expires:

4/17/97



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

A PARCEL OF LAND, COMPRISED OF A PART OF EACH OF LOTS 7, 8, 9, 10 AND 11 IN BLOCK 6 IN THE ILLINOIS CENTRAL RAILROAD COMPANY'S SUBDIVISION OF LOTS 1 TO 6, INCLUSIVE, IN BLOCK 6 IN FORT DEARBORN ADDITION TO CHICAGO, ALSO OF THE ADDITION TO SAID BLOCK 6 AND A SUBDIVISION OF LOTS 1, 2, 3, 4 AND 6 IN BLOCK 11 IN FORT DEARBORN ADDITION TO CHICAGO, ALSO OF ADDITION TO SAID LOTS, IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT RECORDED JANUARY 21, 1856 IN BOOK 98 OF MAPS, PAGE 36, AS DOCUMENT NUMBER 66635, IN COOK COUNTY, ILLINOIS:

TOGETHER WITH A PART OF VACATED NORTH BEAUBIEN COURT, 50 FEET WIDE, LYING EAST OF AND ADJOINING SAID LOTS 7, 8, 9, 10 AND 11 IN BLOCK 6 AFORESAID; AND

PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 11 IN BLOCK 6, AFORESAID, AT THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EAST LINE OF THE WEST 61.50 FEET OF SAID LOT 11, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF THE WEST 61.50 FEET OF SAID LOTS 11, 10, 9, 8 AND 7 IN BLOCK 6, AFORESAID, A DISTANCE OF 100.986 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF THE WEST 61.50 FEET OF LOT 7 WITH THE WESTWARD EXTENSION OF A LINE 195.00 FEET, MEASURED AT RIGHT ANGLES, SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID EAST SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NUMBER 21889519;

THENCE EAST ALONG THE WESTWARD EXTENSION OF SAID PARALLEL LINE A DISTANCE OF 119.706 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID NORTH BEAUBIEN COURT VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972, AND RECORDED IN SAID RECORDER'S OFFICE ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NUMBER 22152086;

THENCE EAST ALONG SAID LINE 195.00 FEET, MEASURED AT RIGHT ANGLES, SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT), A DISTANCE OF 164.50 FEET;

THENCE NORTH ALONG A LINE 164.50 FEET MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT AND ALONG A NORTHWARD EXTENSION THEREOF, A DISTANCE OF 220.34 FEET TO AN INTERSECTION WITH LINE 20.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE CENTERLINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE.

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THENCE EAST ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 76.50 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF A LINE 241.00 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID PARALLEL LINE, A DISTANCE OF 323.013 FEET TO AN INTERSECTION WITH THE NORTH LINE OF PARCEL "K" IN "PLAT OF MIDAMERICA" A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN SAID RECORDER'S OFFICE ON THE 20TH DAY OF NOVEMBER, 1957 IN BOOK 504 OF PLATS AT PAGES 1 TO 11, BOTH INCLUSIVE AS DOCUMENT NUMBER 170699141);

THENCE WEST ALONG SAID NORTH LINE OF PARCEL "K", A DISTANCE OF 241.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "K" (SAID NORTHWEST CORNER OF PARCEL "K" BEING A POINT ON SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT);

THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 50.008 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11 IN BLOCK 6 AFORESAID; AND

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 11 IN BLOCK 6, AFORESAID, A DISTANCE OF 69.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 53,777.76 SQUARE FEET OF LAND, MORE OR LESS.

EXCEPTING FROM SAID PARCEL OF LAND THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THAT CORNER OF SAID PARCEL OF LAND SITUATED ON THE EAST LINE OF SAID VACATED NORTH BEAUBIEN COURT AT THE NORTHWEST CORNER OF PARCEL "K" OF "PLAT OF MIDAMERICA" AFORESAID, AND RUNNING

THENCE WESTWARDLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED WILL INTERSECT THE WEST LINE OF SAID VACATED NORTH BEAUBIEN COURT AT THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 6, AFORESAID), A DISTANCE OF 8.001 FEET TO AN INTERSECTION WITH A LINE WHICH IS 8.00 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 102.528 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF SAID LINE 195.00 FEET, MEASURED PERPENDICULARLY SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE;

THENCE EAST ALONG SAID EXTENDED LINE, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT; AND

THENCE SOUTH ALONG SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 102.673 FEET TO THE POINT OF BEGINNING;

AND LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.90 FEET ABOVE CHICAGO CITY DATUM.

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AND EXCEPTING FROM SAID PARCEL OF LAND THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THAT CORNER OF SAID PARCEL OF LAND SITUATED ON THE EAST LINE OF SAID VACATED NORTH BEAUBIEN COURT AT THE NORTHWEST CORNER OF PARCEL "K" OF "PLAT OF MIDAMERICA", AFORESAID, AND RUNNING

THENCE NORTH ALONG SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 102.673 FEET TO AN INTERSECTION WITH SAID LINE 195.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE;

THENCE EAST ALONG SAID PARALLEL LINE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT), A DISTANCE OF 117.882 FEET;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 102.673 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID PARCEL "K" IN "PLAT OF MIDAMERICA", AFORESAID; AND

THENCE WEST ALONG SAID NORTH LINE OF PARCEL "K" A DISTANCE OF 117.882 FEET TO THE POINT OF BEGINNING;

AND LYING BELOW, AND EXTENDING DOWNWARD FROM, AN INCLINED PLANE RISING FROM AN ELEVATION OF 10.50 FEET ABOVE CHICAGO CITY DATUM ALONG SAID NORTH LINE OF PARCEL "K" TO AN ELEVATION OF 10.83 FEET ABOVE CHICAGO CITY DATUM, ALONG SAID LINE WHICH IS 195.00 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH SAID SOUTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE.

AND EXCEPTING FROM SAID PARCEL OF LAND THAT PART THEREOF (HERETOFORE DEDICATED FOR EAST SOUTH WATER STREET) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THAT CORNER OF SAID PARCEL OF LAND WHICH IS 164.50 FEET, MEASURED PERPENDICULARLY, EAST FROM A NORTHWARD EXTENSION OF THE EAST LINE OF VACATED NORTH BEAUBIEN COURT, AND 20.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE CENTERLINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE, AND RUNNING

THENCE EAST ALONG A LINE 20.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE CENTERLINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE, A DISTANCE OF 76.50 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF A LINE 241.00 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID PARALLEL LINE, A DISTANCE OF 25.34 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID EAST SOUTH WATER STREET;

THENCE WEST ALONG SAID SOUTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 76.50 FEET TO AN INTERSECTION WITH A LINE 164.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT; AND

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THENCE NORTH ALONG SAID PARALLEL LINE, AND ALONG A NORTHWARD EXTENSION THEREOF, A DISTANCE OF 25.34 FEET TO THE POINT OF BEGINNING;

AND LYING BELOW AND EXTENDING DOWNWARD FROM THE INCLINED PLANES ESTABLISHING THE UPPER LIMITS OF THE LAND, PROPERTY AND SPACE DEDICATED FOR EAST SOUTH WATER STREET, 92.00 FEET WIDE.

## PARCEL 2:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 TO CONSTRUCT, MAINTAIN AND REPAIR CAISSONS, COLUMNS AND OTHER NECESSARY SUPPORTS IN THAT PART OF THE LAND UNDER THE WEST 117.882 FEET OF THE EAST 241 FEET OF PARCEL 1 FOR BUILDINGS TO BE CONSTRUCTED UPON SAID PARCEL 1 AND ADJOINING PROPERTY AS CREATED BY EASEMENT AGREEMENT BETWEEN ILLINOIS CENTRAL GULF RAILROAD COMPANY, A CORPORATION OF DELAWARE, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 75802, DATED OCTOBER 7, 1976 AND RECORDED OCTOBER 7, 1976 AS DOCUMENT NUMBER 23665779 AND AS AMENDED BY AMENDMENT DATED OCTOBER 6, 1977 AND RECORDED OCTOBER 11, 1977 AS DOCUMENT NUMBER 24141634 AND AS AMENDED BY AMENDMENT DATED FEBRUARY 2, 1982 AND RECORDED AS DOCUMENT NUMBER 26133132.

## PARCEL 3:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 TO PLACE, MAINTAIN AND REPAIR (AND TO REPLACE IF DESTROYED) THE STRUCTURE, FOUNDATIONS AND SUPPORTS AT THE APPROXIMATE LOCATIONS WITHIN DEDICATED EAST SOUTH WATER STREET AS SHOWN AND DESCRIBED ON SHEET 2 OF PLAT OF DEDICATION DATED APRIL 14, 1972 MADE BY ILLINOIS CENTRAL RAILROAD COMPANY, RECORDED MAY 3, 1972 AS DOCUMENT NUMBER 21889519, AS:

(1) RESERVED IN PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 21889519; AND

(2) CONVEYED BY DEED DATED OCTOBER 7, 1976 AND RECORDED OCTOBER 7, 1976 AS DOCUMENT NUMBER 23665777, MADE BY ILLINOIS CENTRAL GULF RAILROAD COMPANY, A CORPORATION OF DELAWARE, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 75802; AND

(3) CONVEYED BY DEED DATED OCTOBER 6, 1977 AND RECORDED OCTOBER 11, 1977 AS DOCUMENT NUMBER 24141633, MADE BY ILLINOIS CENTRAL GULF RAILROAD COMPANY, A CORPORATION OF DELAWARE, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 75802, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY TRUSTEE'S DEED DATED JULY 5, 1972 AND RECORDED DECEMBER 8, 1972 AS DOCUMENT NUMBER 22152107, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID TRUSTEE IN PURSUANCE OF CERTAIN TRUST AGREEMENTS, TRUST NUMBERS 10116, 75802 AND 75906, RESPECTIVELY, TO ILLINOIS CENTRAL RAILROAD COMPANY FOR THE PERPETUAL RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR SUPPORTING COLUMNS, CAISSONS AND BEAMS FOR BUILDING OR BUILDINGS IN THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE LYING SOUTH OF THE NORTH LINE OF SAID PARCEL 1:

ALL OF THE LAND, PROPERTY AND SPACE IN THAT PART OF NORTH BEAUBIEN COURT, A VACATED STREET, 50 FEET WIDE (FORMERLY KNOWN AS CENTRAL AVENUE), AS SHOWN ON THE PLAT OF THE SUBDIVISION OF LOTS 1 TO 6, BOTH INCLUSIVE, IN BLOCK 6, IN FORT DEARBORN ADDITION TO CHICAGO, ALSO OF ADDITION TO SAID BLOCK 6, AND SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 11 IN FORT DEARBORN ADDITION TO CHICAGO, ALSO OF ADDITION TO SAID LOTS, WHICH PLAT WAS RECORDED JANUARY 21, 1856 IN BOOK 98 OF MAPS, PAGE 36 AS DOCUMENT NUMBER 66635, IN COOK COUNTY, ILLINOIS, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID NORTH BEAUBIEN COURT, AT THE NORTHWEST CORNER OF PARCEL "K" AS SHOWN AND DESCRIBED ON THE PLAT TITLED "PLAT OF MID-AMERICA", A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH PLAT WAS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 20, 1957 AS DOCUMENT NUMBER 17069914); AND RUNNING

THENCE WESTWARDLY ALONG A STRAIGHT LINE (WHICH IF EXTENDED, WILL INTERSECT THE WEST LINE OF SAID NORTH BEAUBIEN COURT, AT THE SOUTHEAST CORNER OF LOT 11 IN BLOCK 6 IN SAID SUBDIVISION OF LOTS IN BLOCKS 6 AND 11, IN FORT DEARBORN ADDITION TO CHICAGO), A DISTANCE OF 8.001 FEET TO AN INTERSECTION WITH A LINE WHICH IS 8.00 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH BEAUBIEN COURT;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 310.626 FEET TO AN INTERSECTION WITH THE SOUTH LINE, EXTENDED EAST, OF EAST SOUTH WATER STREET, 66 FEET WIDE, AS SAID EAST SOUTH WATER STREET IS LOCATED IN FORT DEARBORN ADDITION TO CHICAGO;

THENCE EAST ALONG SAID EASTWARD EXTENSION OF THE SOUTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 8.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF NORTH BEAUBIEN COURT; AND

THENCE SOUTH ALONG SAID EAST LINE OF NORTH BEAUBIEN COURT, A DISTANCE OF 310.671 FEET TO THE POINT OF BEGINNING, AND WHICH LIES BELOW AND EXTENDS DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.90 FEET ABOVE CHICAGO CITY DATUM.

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## PARCEL 5:

PERPETUAL RIGHTS AND EASEMENTS AS CREATED BY BOULEVARD TOWERS EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 46448, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 55461, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 75802, DATED JUNE 13, 1983 AND RECORDED JUNE 29, 1983 AS DOCUMENT NUMBER 26665607 FOR PARKING, PEDESTRIAN AREAS, SUPPORT, TRUCK DOCKS, LOCKER ROOM, GROUND WATER DRAINAGE, GAS SERVICE LINE, ENERGY MANAGEMENT SYSTEM, FIRE COMMAND AND ELEVATOR CONTROL, PARTY WALL, AND COMMON TRASH ROOM AND AS AMENDED BY AMENDMENT OF BOULEVARD TOWERS EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS DATED OCTOBER 16, 1986, AND RECORDED OCTOBER 24, 1986 AS DOCUMENT NUMBER 86496543.

## PARCEL 6:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY SLAB SUPPORT EASEMENT DATED NOVEMBER 15, 1979 AND RECORDED DECEMBER 5, 1979 AS DOCUMENT NUMBER 25268635, MADE BY METROPOLITAN TWO ILLINOIS CENTER IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 75802, TO UTILIZE CERTAIN STRUCTURES OR PROPERTY DESCRIBED THEREIN TO SUPPORT STRUCTURES ON PARCEL 1.

## PARCEL 7:

RECIPROCAL EASEMENTS AND RIGHTS FOR THE BENEFIT OF PARCEL 1 TO USE THE CONCOURSE LEVEL OF 'TWO ILLINOIS CENTER' AS CREATED BY RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN METROPOLITAN TWO ILLINOIS CENTER AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 11, 1971, KNOWN AS TRUST NUMBER 75802, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1979 KNOWN AS TRUST NUMBER 46448, DATED FEBRUARY 2, 1982 AND RECORDED FEBRUARY 3, 1982 AS DOCUMENT NUMBER 26133433, IN COCK COUNTY, ILLINOIS.

Address of Property: 205 N. Michigan Avenue, Chicago, IL 60601

PIN Numbers: 17-10-304-016 and 17-10-304-019

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