This Document Prepared By and After Recording Return To:

Paul K. Haberkamp Chapman and Cutler 111 West Monroe Street Chicago, Illinois 60603 95862673

DEPT-01 RECORDING

\$47.00

. T#0012 TRAN 8110 12/12/95 15:02:00

#0322 + CG *-95-862673

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

4700

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

This First Amendment to Inorgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing (the "Amendment") dated as of Morrow, 1995 by and among 77 West Wacker Limited Partnership, an Illinois limited partnership with a mailing address of c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 (the "Mortgagor"), and Bank of Montreal, Chicago Branch, with a mailing address of 115 South LaSalle Street, Chicago, Illinois 60603 (the "Mortgagee") as Administrative Agent for The Mitsui Taiyo Kobe Bank, Ltd., Chicago Branch, The Mitsui Trust and Banking Co., Limited, Chicago Branch, The Yasuda Trust and Banking Co., Limited, Chicago Branch, Bank of Montreal, Chicago Branch and Swiss Bank Corporation, New York Branch (collectively, the "Co-Agenti");

WITNESSETH:

WHEREAS, Mortgagor and the Co-Agents have entered into that certain Building Loan Agreement dated as of March 14, 1991 (the "Loan Agreement") pursuant to which the Co-Agents have agreed to make a construction loan to the Mortgagor in the maximum principal amount of \$230,000,000 (the "Loan") for the financing of certain Hard and Soft Costs for the Project (all as defined in the Loan Agreement) and for certain operating shortfalls, all on the terms and conditions set forth in the Loan Agreement; and

WHEREAS, the Loan is partially secured by that certain Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing executed by Mortgagor dated as of March 14, 1991 and recorded in Cook County, Illinois Recorder's Office as Document# 91125464 granting a security interest on Mortgagor's interest in the real property and property rights described on Exhibit A attached hereto and

419461.01.11 1006279/PKH 11/27/95

BOX 333-CTI

incorporated herein (the "Real Property") and certain property rights appurtenant to, and for the benefit of, the Real Property as described on Exhibit B to the Mortgage, including certain temporary rights with respect to parking (the "Temporary Parking Rights") all as described in item 6 on Exhibit B of the Mortgage (the Real Property, Temporary Parking Rights and appurtenant rights described on Exhibit B of the Mortgage are collectively referred to herein as the "Mortgaged Premises") to the Mortgagee as Administrative Agent for the benefit of the Co-Agents; and

WHEREAS, pursuant to the terms of Article 11 (qq) of the Loan Agreement, the Temporary Parking Rights were intended to be temporary in nature and the Mortgagor was to enter into a permanent agreement with respect to parking for the Mortgaged Premises and upon Mortgagor's acquisition of such permanent rights Mortgagor and Mortgagee were to enter into an agreement amending the Mortgage to grant to Mortgagee a security interest in such permanent rights and delete the temporary rights and agreements encumbered by the Mortgage; and

WHEREAS, the agreements described as items 3 and 5 on Exhibit B of the Mortgage were proposed but not yet executed as of the date of the Mortgage and pursuant to Article 11 (qq) of the Loan Agreement the parties were to enter into an agreement amending the Mortgage following execution of such agreements to grant Mortgagee a security interest in the rights created under such agreements and

WHEREAS, Mortgagor has entered into the agreements listed as paragraphs 3, 5 and 6 of Exhibit B attached hereto and incorporated herein providing permanent access and parking for the Mortgaged Premises (the "Perman nt Parking and Access Rights"); and

WHEREAS, Mortgagor and Mortgagee desire to arriend the Mortgage to encumber the Permanent Parking and Access Rights and to delete and release the Temporary Parking Rights set forth therein and to bring it into conformity with one terms and provisions of Article 11 (qq) of the Loan Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the performance of all covenants and agreements herein contained and in consideration of the sum of One Dollar (\$1.00) in hand paid, the Morigager and the Mortgagee hereby agree that the Mortgage shall be and hereby is amended as follows:

- 1. Exhibit B of the Mortgage is hereby deleted in its entirety and Exhibit b of this Amendment is hereby substituted in its stead.
- 2. Under and subject to the terms and conditions set forth in the Mortgage, and to the extent not granted thereby, the lien and security interest of the Mortgage are hereby spread to include and MORTGAGOR HEREBY GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS, CONVEYS, WARRANTS AND MORTGAGES TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO MORTGAGEE A CONTINUING SECURITY INTEREST in and to, all of the interests of Mortgagor in, to and under the agreements listed in Exhibit B hereto, including but not limited to the agreements described in Paragraphs 3, 5 and 6 of the attached Exhibit B (the "Bridge and Parking Agreements").

Proberty of Cook County Clark's Office

3. The defined term "Appurtenant Rights Agreements" referred to in the Mortgage or any other document executed in connection with the Loan (collectively, the "Loan Documents") which refers to such term as defined in the Mortgage shall be deemed to include all of the Agreements listed in Exhibit B of this Amendment. The Loan Documents shall otherwise be amended and modified to the extent necessary to make them consistent with the amendments and modifications effected hereby.

- 4. The defined term "Permitted Exceptions" referred to in the Mortgage or any other of the Loan Documents which refers to such term as defined in the Mortgage shall be deemed to include all of the liens, encumbrances and other matters affecting title to the property encumbered by the Bridge and Parking Agreements and the real property described increin all of such matters appearing on the title of the respective real property as of the date of the recording of each such agreement.
- 5. Mortgagee hereby releases and quitclaims to Mortgagor all of its right, title and interest in and to the Temporary Parking Rights.
- 6. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.
- 7. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as an encled hereby.
- 8. This Amendment and the acknowledgment contained hereinafter may be executed in any number of counterparts, and by each pray on separate counterparts, but all of such counterparts shall be construed together and shall constitute one and the same instrument.

Proberty of Cook County Clark's Office

A THE MENT OF THE PERSON OF TH

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above written.

> 77 WEST WACKER LIMITED PARTNERSHIP, an Illinois limited partnership

BY: THE PRIME GROUP, INC., its managing general partner

Property of Cook County Clerk's Office BANK OF MONTREAL, CHICAGO BRANCH, AS

Property of Cook County Clark's Office

95862673

UNOFFICIAL COPY

ACKNOWLEDGMENT OF GUARANTORS

The Prime Group, Inc. ("Prime") and KILICO Realty Corporation ("KRC"; Prime and KRC are collectively referred to herein as the "Guarantors") have executed in favor of the Mortgagee that certain Guaranty of Completion, that certain Guaranty of Cost Overruns and that certain Guaranty of Operating Deficits, all dated as of March 14, 1991, guaranteeing certain obligations with respect to the Loan and the Mortgaged Premises all as set forth and on the terms and conditions contained therein (collectively, the "Guaranties"). Prime and KRC hereby acknowledge receipt of a copy of the Amendment hereinabove set forth, agree that such Amendment and the transactions contemplated thereby shall not in any way affect, reduce or discharge Guarantors' liability under the respective Guaranties and acknowledge for the benefit of the Mortgagee and the Co-Agents that the Guaranties remain in full force and effect, and reaffirm all of their obligations thereunder, all on the terms and conditions set forth therein.

Dated as of the date first set forth above.

THE PRIME GROUP, INC.

KILICO REALTY CORPORATION

Its Authorized Signator

Its Authorized Signatory

Property of Cook County Clerk's Office

| STATE OF Illinois) |
|--|
| COUNTY OF <u>Cork</u>) SS. |
| I, Depart I Wadritz, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ichercy A Patter sine, Expertive Vice Pros. of The Prime Group, Inc., an Illinois corporation, said corporation being the Managing General Partner of 77 West Wacker Limited Partnership, 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 Expertive Vice Pros., 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 as a Managing General Partner of 77 West Wacker Limited Partnership for the uses and purposes therein set forth |
| GIVEN under my hand and notarial seal this 29th day of 7000. |
| OFFICIAL SEAL DONNA J. WADZITA NOTARY FUBLIC, STATE OF ILLINOIS ANY COMMISSION EXPIRES 3-1-97 (SEAL) On the line of the day for the state of th |
| My Commission Expires: 3/1/97 |
| My Commission Expires: 3/1/97 |

STATE OF ILLINOIS) SS. COUNTY OF COOK , a Notary Public in and for said County in the State aforesaid, do hereby certify that Mark Trembacki, Director of Bank of Montreal, a chartered bank of Canada, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director 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 and deed of said Bank for the uses and purposes therein set forth. Given under my hand and notarial seal this 12th day of Wesember Notary Public OFFICIAL SEAL (Type or Print Name) THERESA H REED-ADAMS NOTARY PUBLIC, STATE OF ILLIP,OIS (SEAL) County Clark's Office Commission expires

The second of th

| STATE OF Illinois) | |
|--|---|
| COUNTY OF <u>Cork</u>) | |
| aforesaid, do hereby certify that Lettreyh Lettr | no is personally known to me to be the same to the foregoing instrument as such this day in person and acknowledged that he is own free and voluntary act and as the free uses and purposes therein set forth |
| Given under my hand and notarial seal th | his $\frac{2q^{1}}{1}$ day of $\frac{107}{1}$, 1995. |
| MOTARY PROPERTY OF THE NAME OF THE PARTY PROPERTY OF THE PARTY OF THE | Notary Public of White day to |
| | Donna J. Wadata |
| (SEAL) My Commission Expires: 3/1/97 | (Type or Print Name) |
| | OUNTY CLOPA'S |
| | T'S OFFICE |

STATE OF <u>ILLINOIS</u>) SS COUNTY OF <u>COOK</u>)

I, Reneé S. Sanderson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Harold E. Guenther and Frank E. Collecchia, of KILICO Realty Corporation, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Authorized Signatories, 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 corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of December, 1995.

OFFICIAL SEAL
RENEÉS. SANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-20-97

Notary Public

Reneé S. Sanderson
(T) pe or Print Name)

My Commission Expires: 10 20 97

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (EXCEPT THE EAST 20.50 FEET THEREOF) TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 3, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 4 TOGETHER WITH THE NORTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID SUBDIVISION OF LOT 4, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LCT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852) LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CRICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF BLOCK 17, AND KIVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED LIRCH 21, 1990 AND RECORDED APRIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330, FOR INGRESS, EGRESS, CONSTRUCTION, USE AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS:

/35W/CLM/77WLEGAL1/03/08/91/

THAT PART OF THE EAST 1/2 OF NORTH GARVEY COURT (SAID NORTH GARVEY COURT BEING THE WEST 1/2 OF LOT 2, AND THE EAST 20.50 FEET OF LOT 3, TOGETHER WITH THE NORTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE AFORESAID PARTS OF LOTS 2 AND 3, THE SOUTH LINE OF SAID 1.00 FOOT STRIP BEING THE NORTH LINE OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852); LYING ABOVE AN INCLINED PLANE HAVING AN ELEVATION OF +17.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, AND LYING BELOW AN INCLINED PLANE HAVING AN ELEVATION OF +47.26 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF SAID BLOCK 17, AND HAVING AN ELEVATION OF +51.23 FEET ABOVE CHICAGO CITY DATUM MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE, ALL IN BLOCK 17, IN THE ORIGINAL TOWN CV CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF WEST HADDOCK PACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOCETHER WITH THE SOUTH 1.50 FEET OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOT 5 IN BLOCK 17; ALSO, THE SOUTH 1.00 FOOF OF SAID ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 6 IN BLOCK 17, ALL TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3 IN SAID BLOCK 17, AND LYING EAST OF THE WEST LINE OF BLOCK 17, AND ITS EXTENSIONS, (AS VACATED BY THE CITY OF CHICAGO IN AN ORDINANCE PASSED MARCH 21, 1990 AND RECORDED APAIL 11, 1990 AS DOCUMENT 90164868), IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 90164870, AS AMENDED BY DOCUMENT NO. 91096330 FOR INGRESS, EGRESS, USE, CONSTRUCTION AND MAINTENANCE OF A PLAZA WALKWAY OVER AND ACROSS:

THAT PART OF WEST HADDOCK PLACE AS ESTABLISHED BY ORDINANCE PASSED SEPTEMBER 17, 1852, TOGETHER WITH THE SOUTH 1.00 FOOT OF THE ORIGINAL 18.00 FOOT ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF THE WEST 1/2 OF LOT 7 AND THE NORTH LINE OF THE EAST 20.50 FEET OF LOT 6, ALL TAKEN AS ONE TRACT LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 20.50 FEET OF LOT 3, IN BLOCK 17, IN THE ORIGINAL TOWN OF CHICAGO, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 IN SAID BLOCK 17, LYING ABOVE AN INCLINED PLANE, HAVING AN ELEVATION OF +21.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +21.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF 18.00 FOOT ALLEY AFORESAID, AND LYING BLICK AN INCLINED PLANE, HAVING AN ELEVATION OF +71.23 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF WEST HADDOCK PLACE AFORESAID, AND HAVING AN ELEVATION OF +71.72 FEET ABOVE CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF THE ORIGINAL 18.00 FOOT ALLEY AFORESAID, ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 34, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

SUPPORT EASEMENTS APPURITMENT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 OVER THAT PART OF GARVEY COURT DEPICTED IN EXHIBIT "B" OF THE GRANT OF EASEMENT RECOUDED AS DOCUMENT 90164870, AS AMENDED BY DOCUMENT 91096330.

PARCEL 7:

LEASEHOLD ESTATE DESCRIBED BELOW APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 4 CREATED BY LEASE DATED MARCH 7, 1991 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NATED NOVEMBER 26, 1985 AND KNOWN AS TRUST NO. 66121, AS LANDLORD, AND 77 WEST WACKER LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AS TENANT, (THE "AIR RIGHTS LEASE") RECORDED AS DOCUMENT NO. 9149139:

THE PROPERTY AND SPACE WHICH LIES BETWEEN HORIZONTAL PLANES WHICH ARE +50.63 FEET AND +80.63 FEET, RESPECTIVELY ABOVE THE CHICAGO CITY DATUM, AND WHICH IS ENCLOSED BY VERTICAL PLANES EXTENDING UPWARD FROM THE BOUNDARIES, AT THE SURFACE OF THE EARTH, OF THAT PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SCUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL OF SUB-LOTS 1 THROUGH 7, AND THE ALLEY IN THE ASSESSOR'S DIVISION OF LOT 5, IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO. ALSO, LOT 6 (EXCEPT THE EAST 20.00 FEET THEREOF), IN BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO; ALL IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE APPURTENANT RIGHTS SET FORTH AS "PARCEL B" IN EXHIBIT B TO THE AIR RIGHTS LEASE.

17 W WARAA

TAX UOS

7-09-421-006, -006; -012; -013; 014; -015; -016,

17-09-422-008; -009; -010-011; -012

17-09-420044

EXHIBIT B

APPURTENANT RIGHTS AGREEMENTS

- 1. Agreement dated as of December 5, 1992 and recorded as Document No. 91092145 by and between Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 12, 1986 and known as Trust No. 1088617 and 77 West Wacker Limited Partnership, an Illinois limited partnership (the "77 West Wacker Partnership") (regarding stair construction and maintenance on East property line).
- 2. Agreement dated as of December 31, 1990 and recorded as Document No. 91119736 by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 26, 1985 and known as Trust Number 60121 (the "200 North Dearborn Trust"), 200 North Dearborn Partnership, an Illinois Intited partnership, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 19, 1989 and known as Trust No. 11025 08 (the "77 West Wacker Trust") and 77 West Wacker Partnership (regarding openings to be made in and other improvements to the North wall of 200 North Dearborn retail building to the South of property line).
- 3. Pedestrian Bridge Construction and Cross Easement Agreement (Haddock Bridge) by and among 200 North Dearborn. Trust, 200 North Dearborn Partnership, and 77 West Wacker Partnership, dated as of October 22, 1991 and recorded as Document No. 91591893.
- 4. Caisson Easement Agreement dated February 15, 1991 and recorded as Document No. 91096329 by and between The City of Chicago and 77 West Wacker Trust.
- 5. Pedestrian Bridge Construction and Cross Easement Agreement (Clark Street Bridge) by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement known as Trust Number 52947 (tne "North Loop Trust"), North Loop Transportation Center Limited Partnership, an Illinois limited partnership (the "North Loop Partnership"), 200 North Dearborn Trust, 200 North Dearborn Partnership and 77 West Wacker Partnership, dated as 51 October 22, 1991 and recorded as Document No. 92199746.
- 6. Parking Agreement dated as of October 22, 1991 and recorded as Document No. 92280477 between the North Loop Trust, the North Loop Partnership and 77 West Wacker Partnership (regarding parking garage located at 203 North LaSalle Street).

Property of Cook County Clerk's Office