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## FIRST ADDENDUM AND MODIFICATION TO GROUND LEASE

THIS ADDENDUM AND MODIFICATION TO GROUND LEASE ("Addendum") is made this 12 day of May, 1995, by and between Independent Trust Corporation, not personally but solely as Trustee under Trust No. 582 pursuant to Trust Agreement dated May 26, 1987 ("Lessor" or "Trustee"), and Fullerton-Sheffield Professional Building Limited Partnership, an Illinois limited partnership ("Lessee").

### WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Ground Lease (the "Lease") on May 1, 1995 for the real property and improvements legally described in Exhibit "A" attached hereto and made a part hereof located at 944 West Fullerton Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, the Lease contained several typographical errors and the parties otherwise desire to modify the Lease as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 2.1 is deleted and the following is substituted therefore:

"The term ("Term") of this Lease shall be for seventeen (17) years, commencing on June 1, 1995 ("Commitment Date") and ending, unless sooner terminated herein, on May 31, 2012 ("Expiration Date")"

2. Paragraph 3.1 entitled Rent is deleted and the following is substituted in its place:

**Rent.** Lessee shall make monthly payments of base rent ("Base Rent") specified below, on the first day of each month during Term:

Period	Monthly Rent	Total Annual Rent
June 1, 1995 through May 31, 1996	\$3,000.00	\$36,000.00
June 1, 1996 through May 31, 1997	\$3,120.00	\$37,440.00
June 1, 1997 through May 31, 1998	\$3,245.00	\$38,940.00
June 1, 1998 through May 31, 1999	\$3,375.00	\$40,500.00
June 1, 1999 through May 31, 2000	\$3,510.00	\$42,120.00
June 1, 2000 through May 31, 2001	\$3,650.00	\$43,800.00
June 1, 2001 through May 31, 2002	\$3,800.00	\$45,600.00
June 1, 2002 through May 31, 2003	\$3,955.00	\$47,460.00
June 1, 2003 through May 31, 2004	\$4,115.00	\$49,380.00
June 1, 2004 through May 31, 2005	\$4,280.00	\$51,360.00
June 1, 2005 through May 31, 2006	\$4,450.00	\$53,400.00
June 1, 2006 through May 31, 2007	\$4,630.00	\$55,560.00

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3. Paragraphs 10.1 and 10.2 are hereby deleted. Paragraph 10.3 shall become Paragraph 10.1 of Article X. Paragraph 10.1(a) (formerly 10.3(a)) entitled **Leasehold Mortgages** is deleted and the following substituted in its place:

(a) Lessee may mortgage, hypothecate or pledge this Lease and the leasehold estate created hereby and the interest of Lessee in and to this Lease, together with Lessee's right, title and interest in the Improvements, to an Institutional Lender (herein called a "Leasehold Mortgagee"), by a mortgage or other security instrument (herein generally called a "Leasehold Mortgage") securing such indebtedness (herein called the "Leasehold Indebtedness) as may be determined by Lessee, and in connection therewith:

The following is added as Paragraph 10.5:

**Subordination.** Tenant hereby agrees that this Lease and the estate created hereby shall be subject and subordinate to any mortgage (which term shall include any mortgage, trust deed or deed of trust) that has heretofore, or may hereafter, be placed upon the Property and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements and extensions thereof, provided that any such mortgagee shall enter into a non-disturbance agreement as provided in the last paragraph of this section. The provisions of this Paragraph shall be self-operative, but in confirmation of such subordination, Tenant shall, upon the written demand from Landlord (or the mortgagee), execute such further instruments or assurances as Landlord may reasonably deem necessary and in the form and substance satisfactory to the Landlord or the holder or holders of the note or notes of such mortgage or mortgages, as the case may be, to evidence the subordination of this Lease to the underlying lien or liens of any such mortgage, trust deed or deed of trust. Entirely independent of such subordination and not in any manner contingent thereon, Tenant agrees that if requested by any such mortgagee or its successors and assigns, and not otherwise, Tenant shall agree in writing that no action taken to enforce its mortgage by reason of default thereunder by Landlord shall terminate this Lease or invalidate or constitute a breach of any of the terms hereof and that following a sale of the Property through foreclosure of any such mortgage, trust deed or deed of trust or otherwise, or following conveyance of the Property by deed in lieu of foreclosure, Tenant shall, at the Mortgagee's option, upon ten (10) days' written notice from the Mortgagee given within thirty (30) days after such sale or conveyance, attorn to the Mortgagee or to any purchaser or grantee under such deed, as the case may be, as its direct tenant.

In the event Tenant is required to execute a subordination agreement, Landlord shall, simultaneously therewith, make a written request to the mortgagee, purchaser or successor in interest of Landlord for a nondisturbance agreement, stating that Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be disturbed so long as Tenant is not in default in the performance of any covenants of this Lease. Execution of such subordination agreement shall be contingent upon receipt by Tenant of the nondisturbance agreement.

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4. Paragraph 17.1 is deleted and the following substituted in its place:

**Termination by Lessor.** Subject to the written approval of any mortgagee or leasehold mortgagee who then holds an interest in the Property, which approval may be withheld in the sole discretion of the Mortgagee, Lessor may terminate this Lease at any time without cause by serving ninety (90) days written notice of termination upon the Lessee.

5. Except as herein provided, the Lease remains in full force and effect and is otherwise unchanged.

6. **Trustee's Exculpation.** It is expressly understood and agreed that this Addendum is executed on behalf of Independent Trust Corporation, 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 under the direction of the beneficiary of that certain Trust Agreement specified on page 1 of this Addendum. It is further expressly understood and agreed that Independent Trust Corporation, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the Premises in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said Premises or any lease or sale or any mortgage or any disposition thereof. Nothing in this Addendum contained shall be construed as creating any personal liability or personal responsibility of the Trustee or the beneficiary of the Trust, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep or preserve any property of said Trust or for said Trustee to continue as said Trustee, and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof, and Tenant hereby expressly waives and releases said personal liability and personal responsibility on behalf of itself and all persons claiming by, through or under Tenant.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this First Addendum and Modification to Ground Lease on the day and year first above written.

**LESSOR:**

**INDEPENDENT TRUST CORPORATION**  
not personally but solely as Trustee under  
Trust Agreement dated May 26, 1987 and  
known as Trust No. 582

By:   
Its: CHERYL JAWORSKY, Trust Officer

**LESSEE:**

**FULLERTON SHEFFIELD PROFESSIONAL  
BUILDING LIMITED PARTNERSHIP,**  
By FULLERTON AVENUE INVESTORS, INC.,  
an Illinois corporation

By:   
Its: President

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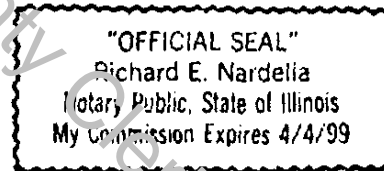
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STATE OF ILLINOIS  
COUNTY OF Cook ss.

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Cheryl Jaworsky, Vice President of the INDEPENDENT TRUST CORPORATION and \_\_\_\_\_ of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and \_\_\_\_\_, 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 Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that she, as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of June A.D. 1995

Richard E. Nardella  
Notary Public

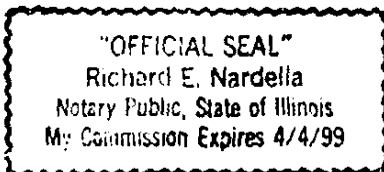


STATE OF ILLINOIS ss.  
COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, Do Hereby Certify, that EDWARD S. SALOMON, of Fullerton Avenue Investors, Inc. is personally known to me to be the person whose name is subscribed to the foregoing instrument as President, he 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, for the uses and purposes therein set forth; and the said President then and there acknowledged that he, as Custodian of the Corporate seal of said Corporation, did affix the Corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of June, A.D. 1995.

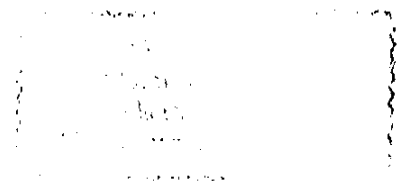
Richard E. Nardella  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of property situated in the City of Chicago, Cook County, Illinois, and described as:

Lots 1, 2, and 3 in Seminary Addition to Chicago in Block 19 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-79-427-001

14-79-427-002

C/K/A. 944 W. Pennsylvania  
CHICAGO, IL



- . DEPT-01 RECORDING \$29.50
- . T#9004 TRAN 8867 06/16/95 15:21:00
- . #2355 ; LF \*-95-392039
- . COOK COUNTY RECORDER
- . DEPT-10 PENALTY \$26.00

Prepared by and  
after RECORDING  
RETURN TO:

Independent  
Trust Corp.  
120 W. Madison St.  
Chicago, IL 60602

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