

UNOFFICIAL COPY



F	8350	A
P		P
T	8350	V
I	BR	

96158390

THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

DEPT-01 RECORDING \$83.50
182222 TRAN 5538 02/29/96 14:48:00
49269 + REC *-96-158390
COOK COUNTY RECORDER

Toshiyuki Arai, Esq.
PAUL, HASTINGS, JANOFSKY & WALKER
Twenty-Third Floor
555 South Flower Street
Los Angeles, California 90071-2371

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of January 11, 1996 by SHUWA RIVERFRONT LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor") having an address at 515 South Flower Street, Suite 1270, Los Angeles, California 90071, Attention: Takaji Kobayashi, to THE TOKAI BANK, LIMITED, LOS ANGELES AGENCY, having an address at 300 South Grand Avenue, 7th Floor, Los Angeles, California 90071, Attention: Mr. Arihiro Kanda ("Assignee").

WHEREAS, Shuwa Investments Corporation, a California corporation ("SIC"), requested Assignee and the Co-Lenders hereafter named to make loans to SIC for the purpose of financing the acquisition by an entity or entities owned, directly or indirectly, by SIC of that certain real property located in the City of Chicago, Illinois, commonly known as

21
10 of 12

NR
1500 00051

96158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the "Quaker Tower" and more particularly described in the Exhibit "A" attached hereto (the "Premises").

WHEREAS, Assignee and the Co-Lenders agreed to make loans to SIC for such purpose and as hereinafter described.

WHEREAS, Assignee in 1988 made a loan (the "1988 Loan") to SIC in the amount of Twenty-One Million Dollars (\$21,000,000), the proceeds of which were used solely by SIC for the acquisition of the Premises by Assignor.

WHEREAS, the 1988 Loan matured on January 11, 1991 and SIC and Assignor requested extension of such loan from Assignee and Assignee accommodated such request and made a replacement loan (the "Loan") to SIC in the amount of Twenty-One Million Dollars (\$21,000,000) pursuant to that certain Secured Credit Agreement dated as of January 11, 1991 (the "Original Credit Agreement") by and between Assignee and SIC. The proceeds of the Loan were used to repay the 1988 Loan.

WHEREAS, the Loan was evidenced by that certain Secured Promissory Note of even date therewith in the original principal face amount of Twenty-One Million Dollars (\$21,000,000.00) (the "Original Note"), due and payable on January 11, 1996 (the "Initial Maturity Date").

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, concurrently therewith, the Co-Lenders (as hereinafter defined) also made certain loans to SIC (the "Co-Lender Loans"). SIC also used the proceeds of the Co-Lender Loans for the sole benefit of Assignor. In connection with such financing, SIC executed and delivered the following promissory notes, each dated as of January 11, 1991 (collectively, the "Co-Lender Notes"):

(i) that certain Secured Promissory Note payable to The Sanwa Bank, Limited, Los Angeles Branch ("Sanwa") in the principal amount of Twenty-One Million Dollars (\$21,000,000);

(ii) that certain Secured Promissory Note payable to The Dai-Ichi Kangyo Bank, Limited, Los Angeles Agency ("Dai-Ichi Kangyo") in the principal amount of Twenty-One Million Dollars (\$21,000,000);

(iii) that certain Secured Promissory Note payable to The Sumitomo Bank, Limited, Los Angeles Branch ("Sumitomo") in the principal amount of Twenty-One Million Dollars (\$21,000,000);

(iv) that certain Secured Promissory Note payable to The Mitsui Trust and Banking Co., Ltd., Los Angeles Agency

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

("Mitsui Trust") in the principal amount of Forty-Two Million Dollars (\$42,000,000); and

(v) that certain Secured Promissory Note payable to The Mitsubishi Trust & Banking Corporation, Los Angeles Agency ("Mitsubishi Trust") in the principal amount of Twenty-One Million Dollars (\$21,000,000). Sanwa, Dai-Ichi Kangyo, Sumitomo, Mitsui Trust and Mitsubishi Trust are referred to herein collectively as the "Co-Lenders."

WHEREAS, in order to induce Assignee and the Co-Lenders to make the above-described loans to SIC and recognizing the benefit Assignor would derive from the making of said loans by Assignee and the Co-Lenders, Assignor agreed to secure all of the obligations of SIC under the Original Note, the Co-Lender Notes and the other Original Loan Documents (as hereinafter defined) pursuant to that certain Mortgage and Security Agreement dated as of January 11, 1991 by and between Assignor and Assignee, as collateral agent for the Co-Lenders, which was recorded on January 23, 1991, as Document No. 91036071, in the Cook County Recorder (the "Original Mortgage").

WHEREAS, as a condition precedent to the Loan, Assignee required, and Assignor agreed to, the execution and

20188710

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

delivery of that certain Collateral Assignment of Leases and Rents dated as of January 11, 1991 in favor of Assignee (the "Original Assignment"). The Original Note, the Original Credit Agreement, the Co-Lender Notes, the underlying credit agreements relating to the Co-Lender Notes, the Original Assignment, that certain Environmental Agreement and Indemnity dated as of January 11, 1991, and any other documents evidencing, securing or governing the Loan and the Co-Lender Loans (together with any modifications, renewals, extensions or replacements thereof) are collectively referred to herein as the "Original Loan Documents."

WHEREAS, SIC has requested, and Assignee and the Co-Lenders have agreed to, a modification of certain terms of the Loan and the Co-Lender Loans, including, the extension of the Initial Maturity Date (the "Modification").

WHEREAS, pursuant to the Modification, SIC, Assignor, Assignee and the Co-Lenders have agreed to amend and restate their credit agreements and promissory notes and have agreed to amend and restate the Original Mortgage as six (6) separate, amended and restated mortgages, each mortgage securing the respective obligations of Assignor to each lender

96158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and to amend and restate the Original Assignment as six (6) separate, amended and restated assignments.

WHEREAS, concurrently herewith, Assignor has executed and delivered in favor of Assignee that certain Amended and Restated Mortgage and Security Agreement of even date herewith (the "Mortgage"); Assignor and Assignee have amended and restated the Original Credit Agreement pursuant to that certain Amended and Restated Secured Credit Agreement of even date herewith (the "Credit Agreement"); Assignor and Assignee have amended and restated the Original Note pursuant to that certain Amended and Restated Secured Promissory Note of even date herewith in the original principal amount of Twenty-One Million Dollars (\$21,000,000.00) (Amended and Restated Secured Promissory Note, together with all notes issued in substitution or exchange therefor and all amendments thereto, is hereinafter referred to as the "Note"), due and payable on January 10, 1997; and Assignor has executed and delivered that certain Amended and Restated Environmental Agreement and Indemnity of even date herewith (the "Environmental Indemnity"). The Credit Agreement, the Note, the Mortgage, the Environment Indemnity, this Assignment and any other documents evidencing, securing or governing the Loan shall be referred to herein collectively as the "Loan Documents."

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WHEREAS, it is a condition precedent to the Modification that Assignor execute and deliver this Assignment in favor of Assignee;

NOW, THEREFORE, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby does sell, assign and transfer unto Assignee all of Assignor's right, title and interest in and to all leases, together with all modifications, supplements, extensions and renewals thereof, now existing or hereafter made, covering the Premises or any part thereof (collectively the "Leases"), and also together with the rights to sue for, collect and receive all rents, additional rents and other sums in all of the Leases provided to be paid to the lessor thereunder, and also together with the rights of Assignor to receive, hold and apply all bonds and security in all of the Leases provided to be furnished to the lessor thereunder, and also together with the right to enforce any and all of the agreements, terms, covenants and conditions in all of the Leases and to give notices thereunder, it being the intention hereby to establish an absolute transfer and assignment of all of the foregoing to Assignee. Notwithstanding the foregoing, Assignee hereby grants to Assignor the right to receive and collect all the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

rents from the Premises as long as no Event of Default exists under any Loan Document.

2. Agreements Regarding Leases. Assignor agrees, represents and warrants unto Assignee as follows:

(a) Assignor is the sole owner of the interest of the lessor in the Leases and shall not, without the prior consent of Assignee in each instance, assign or pledge, or contract, expressly or by implication, to assign or pledge, any Lease or the rights to sue for, collect and receive any rents, additional rents or other sums in any of the Leases provided to be paid to the lessor thereunder, or the rights to receive, hold and apply any bonds and security in any of the Leases provided to be furnished to the lessor thereunder, or the right to enforce any of the agreements, terms, covenants or conditions of the Leases or to give notices thereunder. Assignor shall not suffer or permit the assignment or subletting of any leasehold estate created under any of the Leases which is in excess of Fifty Thousand (50,000) rentable square feet without the reasonable approval of Assignee, except for such assignments or sublettings expressly permitted to be done under any of the Leases without the consent of Assignor. Any attempted assignment or subletting, whether by

16158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Assignor or by a lessee, in violation of the foregoing provisions of this paragraph (a) shall be null and void.

(b) The Leases set forth in Exhibit B attached hereto are valid and enforceable in accordance with their respective terms, there are no material defaults on the part of the lessor or the lessee thereunder, and no payment of rent has been or will be made by any lessee or by any person in possession of any portion of the Premises more than one month in advance. No payment of rent has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor. Assignor will promptly notify Assignee of any material default or claimed default by the lessor or the lessee under any of the Leases.

(c) Assignor shall, at Assignor's sole cost and expense, promptly and fully perform each and every covenant, condition, promise and obligation on the part of the lessor to be performed pursuant to the terms of each and every Lease, and shall not suffer or permit there to exist any default in such performance on the part of the lessor thereunder or permit any event to occur which would give the lessee thereunder the right to terminate the same.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY

UNOFFICIAL COPY

Whenever and as often as Assignor shall fail to perform, promptly and fully, at its own expense, any material covenant, condition, promise or obligation on the part of the lessor to be performed under and pursuant to the terms of any Lease, or shall suffer or permit there to exist any material default in such performance on the part of such lessor, Assignee, or an agent for the Assignee or a lawfully appointed receiver of the Premises, may, at their respective options and upon five (5) business days notice or no notice if necessary to meet an emergency situation or a governmental or municipal time limitation, enter upon the Premises and perform such work, labor, services, acts or things, and take such other steps and do such other acts as they or either of them may deem advisable, to cure such defaulted covenant, condition, promise or obligation of such lessor, and all costs and expenses reasonably incurred by Assignee and any such agent or any such receiver in taking any action pursuant to this paragraph (c) shall be repaid by Assignor to Assignee, or such receiver, as the case may be, upon five (5) business days notice and the amount thereof, until so repaid, shall be added to the indebtedness secured by the Mortgage and hereby.

(d) Assignor shall not hereafter permit (i) any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

now or may hereafter become subordinate, nor (ii) the termination, modification or amendment of any of the Leases or any of the terms thereof without the prior written consent of Assignee, and any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void.

(e) Assignor shall not commence or continue proceedings to evict, remove or dispossess any lessee under any of the Leases or to terminate any Lease without the prior written consent of Assignee.

(f) Assignor shall not enter into any Leases without the prior written consent of Assignee except as permitted by the Mortgage.

Assignee's consent required under this Paragraph 2 shall be rendered within fifteen (15) days of its receipt of a written notice from Assignor detailing the proposed action. In the event Mortgagee fails to object to the proposed action within said 15 day period, it shall be deemed approved by Mortgagee. Notwithstanding the foregoing, Assignee's consent required under subparagraphs 2(d)(ii) and 2(e) hereof shall be applicable only to those Leases which are subject to Assignee's consent under Paragraph 13 of the Mortgage.

96158350

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3. Waiver of Liability. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions herein and in the Mortgage contained. In the exercise of the powers granted hereby and by the Mortgage, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived or released by Assignor unless such liability shall be due to the gross negligence or willful misconduct of Assignee. Nothing in this Assignment shall be construed to obligate Assignee, expressly or by implication, to perform any of the covenants of Assignor as lessor under any of the Leases or to pay any sum of money or damages therein provided to be paid by the lessor.

4. Further Assurances and Assignments. Assignor further agrees to execute and deliver immediately upon the request of Assignee, all such further assurances and assignments concerning the Leases as Assignee shall from time to time require.

5. Indemnity. Assignor shall indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may suffer or incur under or by reason of (a) any Lease, (b) this Assignment, and (c) any action

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

taken by Assignee or its agents hereunder, unless constituting willful misconduct or gross negligence.

6. Power of Attorney. Assignor does hereby irrevocably appoint Assignee its true and lawful attorney in its name and stead and Assignor hereby authorizes Assignee, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its reasonable discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions herein and in the Mortgage set forth. Powers of attorney conferred upon Assignee pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Assignee.

7. Occurrence of Default. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a default in the performance and observance by any party, other than Assignee, of its obligations and agreements hereunder or under the Note, the Mortgage or any other Loan Document. Nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Note, Mortgage or any other Loan Document.

8. Instruction to Lessees. Assignor specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant under any Lease to pay all unpaid rental agreed upon in such Lease to Assignee upon receipt of demand from Assignee so to pay the same, without any inquiry as to whether or not said demand is made in compliance with Article 7 (Occurrence of Default) hereof. No security deposit with respect to any Lease has been transferred to or received by Assignee and Assignee assumes no responsibility for any such security deposit until such time as such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Assignee and accepted by Assignee by notice to the tenant under said Lease.

96158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9. Election of Remedies. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any other Loan Document but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Assignee, all of which remedies shall be enforceable concurrently or successively. No exercise by Assignee of any of its rights hereunder shall cure, waive or affect any default hereunder or under the Note, the Mortgage or any other Loan Document. No inaction or partial exercise of rights by Assignee shall be construed as a waiver of any of its rights and remedies, and no waiver by Assignee of any such rights and remedies shall be construed as a waiver by Assignee of any of its other rights and remedies.

10. Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations secured hereby, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during

16158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to foreclosure proceedings.

11. Notices. All notices or demands which Assignor or Assignee may desire or be required to give hereunder shall be in writing and be delivered to the other party by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier (including, without limitation, Federal Express), addressed as follows or such other address or addresses as may be designated by said party by notice to the other party hereto:

If to Assignor:

SHUWA RIVERFRONT LIMITED PARTNERSHIP
515 South Flower Street
Suite 1270
Los Angeles, California 90071
Attention: Takaji Kobayashi
Telephone: (213) 489-2757
Telecopy: (213) 489-2762

With a copy to:

SHUWA INVESTMENTS CORPORATION
Los Angeles Main Office
515 South Flower Street
Suite 1270
Los Angeles, California 90071
Attention: Takaji Kobayashi
Telephone: (213) 489-2757
Telecopy: (213) 489-2762

20158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

If to Assignee:

THE TOKAI BANK, LIMITED
Los Angeles Agency
300 South Grand Avenue, 7th Floor
Los Angeles, California 90071
Attention: Mr. Arihiro Kanda
Telephone: (213) 972-8630
Telecopy: (213) 689-3200

Service of such notice or demand shall be deemed given on the date delivery is effectuated (as indicated by receipt), the date on which delivery was refused by the addressee, or five (5) days after the mailing thereof, whichever is earliest. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Assignee by this Assignment is not required to be given.

12. Governing Law. This Assignment shall be governed by the substantive laws of the State of Illinois without regard to conflicts of law.

13. Exculpation. No deficiency or other judgment for payment of the indebtedness secured by the Mortgage and hereby, or interest thereon, the payment of any other amount under the Loan Documents or the performance of any obligation under the Loan Documents shall be entered by Assignee against Assignor or against any of the assets of Assignor other than the Premises in any action or proceeding to collect the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

indebtedness secured by the Mortgage and hereby, or interest thereon, or otherwise with respect to the Loan Documents. The foregoing provisions of this paragraph 13 shall not (i) release or impair the indebtedness secured by the Mortgage and hereby, (ii) affect the right of Assignee to foreclose the Mortgage upon a default under the Loan Documents, (iii) prejudice the rights of Assignee under any guaranty, bond, insurance policy or indemnity (including, without limitation, the Environmental Indemnity) required under the Mortgage or otherwise provided to Assignee.

14. Intercreditor Agreement. Reference is hereby made to that certain Intercreditor Agreement dated as of the date hereof by and among Assignee and the Co-Lenders (the "Intercreditor Agreement"). The rights of Assignee under this Assignment and the Co-Lenders under their respective assignments with Assignor (and all grants, assignments and transfers by Assignor hereunder) with respect to the Premises will be governed pursuant to the terms and conditions of the Intercreditor Agreement.

15. No Oral Chances. This Assignment may be amended, modified, waived, changed, discharged or terminated only by a writing signed by Assignor and Assignee.

0688330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

16. Binding Agreements. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns, and legal representatives and all other persons or entities claiming under or through it, and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Assignee", when used herein, shall include the Assignee

90158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

originally named herein and all future holders of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed of the day and year first above written.

ASSIGNOR:

SHUWA RIVERFRONT LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: SHUWA CORPORATION OF CHICAGO,
its general partner

By: Tanj Kera

Its: PRESIDENT

AGREED TO AND ACCEPTED BY:

THE MITSUI TRUST & BANKING CO.,
LTD., a Japanese banking
corporation acting by and through
its Los Angeles Agency, an
Assignee under its Original
Mortgage as defined in paragraph
8 of this Assignment

By: [Signature]
Its: SHIMPEI TAKURA
DEPUTY GENERAL MANAGER

96158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF CALIFORNIA)
) SS limited partnership
COUNTY OF LOS ANGELES)

I, CHRISTINE DE FALCO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that TAKAJI KOBAYASHI, the general partner of SHUWA RIVERFRONT LIMITED PARTNERSHIP, an ILLINOIS LIMITED PARTNERSHIP who resides at 515 S. FLOWER #1230, LOS ANGELES, CA, 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/she) signed and delivered the said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23RD day of FEBRUARY, 1996.

Christine De Falco
Notary Public

My Commission Expires:

MAY 8, 1998



16158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

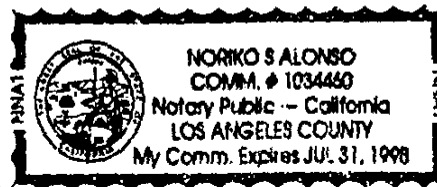
UNOFFICIAL COPY

State of California
County of Los Angeles

On February 23, 1996 before me, Noriko S Alonso, Notary Public, personally appeared Shimpei Itakura, proved to me on the bases of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ ~~(is)~~ are subscribed to the within instrument and acknowledged to me that ~~(he)~~/~~she~~/~~they~~ executed the same in ~~(his)~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Noriko S. Alonso



96158390

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, the general partner of _____, a _____, who resides at _____, 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/she) signed and delivered the said instrument as (his/her) own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 199__.

Notary Public

My Commission Expires:

Cook County Clerk's Office

16158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE

NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ABOVE THE HORIZONTAL PLAN OF -50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT OF THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944 MADE BY AND BETWEEN, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1986 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339 AND THE JDC-TISHMAN, CHICAGO HOTEL COMPANY, AS AMENDED BY FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AUGUST 23, 1989 AND RECORDED AUGUST 24, 1989 AS DOCUMENT 88384561 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 104102, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 112420, QUAKER TOWER PARTNERSHIP, BCE DEVELOPMENT PROPERTIES, INC., LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339 AND JDC CHICAGO HOTEL LIMITED PARTNERSHIP, OVER, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL

100158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MERIDIAN, AT THE ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET, THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 186.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE PARKING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 12, 1986 AS DOCUMENT NO. 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN

96158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING;

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE +50.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 6 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET, A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

PARCEL 4

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT 88384566 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1961 AND KNOWN AS TRUST NUMBER 104102 (THE GRANTOR) AND SHUWA RIVERFRONT LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 3 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET

96158390

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE, AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109493, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUSTEE NUMBER 104102, OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0 DEGREES WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90 DEGREES EAST A DISTANCE OF 135.02 FEET TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL; THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 4.95 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 36.71 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 138.22 FEET; THENCE SOUTH 30 DEGREES EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0 DEGREES WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 19.22 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 76.84 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 26.16 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.01 FEET; THENCE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NORTH 0 DEGREES EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 50 DEGREES EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.L.N # 17-09-409-006

Property of Cook County Clerk's Office

16158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

List of Present Leases

Between LaSalle National Bank, as Lessor, and the following Lessees:

- 1) Tanguay Burke Stratton, Inc., dated December 1, 1988;
- 2) Arnold, White & Durkee Corporation, dated June 10, 1987;
- 3) Illinois Capital Group, Inc., dated September 29, 1987;
- 4) Wind Point Management Partners, dated September 18, 1987;
- 5) McCord Group, Inc., dated June 24, 1987;
- 6) Parrillo Weiss & Moss, an Illinois general partnership, dated December 8, 1987;
- 7) INET Company of America, dated January 8, 1988;
- 8) H.C. Copeland & Associates, Inc., dated April 15, 1987;
- 9) Mobilecomm of Illinois, Inc., dated July 15, 1987;
- 10) Illinois World Trade Center Association, undated;
- 11) Robert Construction Company, Inc., dated July 18, 1987;
- 12) Illinois Export Development Authority and Illinois Export Council/Office of the Lieutenant Governor, undated;
- 13) The Law Firm of Daniel F. Murphy, P.C., dated November 18, 1987;
- 14) Arthur E. Stamas, dated March 29, 1988;
- 15) Universal Outdoor, Inc., dated May 11, 1987;
- 16) Marquette Associates, Inc., dated September 21, 1987;
- 17) Equis Corporation, dated March 23, 1987;
- 18) Tishman Construction Corporation of Illinois, dated May 1, 1987; and
- 19) Fischel & Kahn, Ltd., dated October 1, 1987.

96158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS PAGE MUST BE KEPT AS THE LAST PAGE OF THE DOCUMENT.

SoftSclution Network ID: LA-BLD:B42896.2

Type: ASN

Property of Cook County Clerk's Office

96158330

UNOFFICIAL COPY

Property of Cook County Clerk's Office