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Cook County Recorder

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MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT ("Mortgage") is given by 29 NORTH WACKER, L.L.C., a Delaware limited liability company, which has its principal place of business at c/o GE Investment Realty Partners III, Limited Partnership, General Electric Investment Corporation, 3003 Summer Street, Stamford, Connecticut 06904-7900 ("Borrower"), to ASSOCIATED COMMERCIAL MORTGAGE, INC., a Wisconsin corporation, which has an office at 1200 North Mayfair Road, Suite 120, Wauwatosa, Wisconsin 53226 ("Lender").

RECITALS

A. Borrower has executed and delivered to Lender a Mortgage Note dated the date of this Mortgage which is made payable to the order of Lender in the stated principal amount of \$10,000,000 and which bears interest until paid on amounts disbursed and outstanding as more specifically described in such Mortgage Note (the "Note").

B. Borrower is the owner of the premises described on the attached Exhibit A (the "Premises").

C. THE PREMISES ARE NON-HOMESTEAD PROPERTY.

D. THIS MORTGAGE SECURES OBLIGATIONS INCURRED FOR, AMONG OTHER THINGS, THE CONSTRUCTION OF IMPROVEMENTS ON LAND.

Return to: John M. Wirth
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202-4601

AGREEMENTS

NOW, THEREFORE, in consideration for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which Borrower acknowledges:

1. **OBLIGATIONS.** Borrower grants this Mortgage to secure the Obligations, as defined below, which include but are not limited to the following:

(a) Payment of the amounts described in the Note as extended or modified from time to time;

(b) Payment of all other sums, together with interest, as they become due and payable to Lender under the "Loan Documents" which, for purposes of this Mortgage, include this Mortgage, the Note, a Loan Agreement dated as of the date of this Mortgage (the "Loan Agreement") and all other documents which are executed and delivered by Borrower and which, at

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any time, secure or provide evidence for Borrower's obligations under the Note or the Mortgage or which are executed or submitted by Borrower in connection with the loan for which the Note provides evidence, including all extensions, modifications and renewals of such documents;

(c) Performance and discharge of each and every of Borrower's obligations, covenants and agreements described in the Loan Documents; and

(d) All costs and expenses to collect and enforce any and all of the Obligations, including reasonable attorneys' fees and expenses.

2. **PRESENT AND FUTURE ADVANCES.** "Obligor," as used in this Mortgage, includes, without limitation, Borrower and all makers, co-makers, endorsers and guarantors of any of the Obligations. "Obligations," as used in this Mortgage, includes, without limitation, all of the debts, obligations and liabilities of whatever nature or amount, as extended, renewed or modified, arising out of credit or other financial accommodations previously granted, contemporaneously granted or granted in the future by Lender in connection with, related to or for the benefit of the Premises to or at the request of any Obligor, and all covenants, conditions and agreements contained in the Loan Documents and, to the extent not prohibited by law, costs and expenses to collect and enforce the Obligations, including reasonable attorneys' fees and costs. This Mortgage will continue to be a lien on the Property, as defined below, while any Obligation remains unpaid, regardless of when any Obligation arises, until such time as this Mortgage is released or satisfied of record. This Mortgage shall be released of record upon payment in full of all Obligations. Because this Mortgage secures all Obligations of all Obligors to Lender, this Mortgage may secure Obligations in a greater dollar amount than the amount set forth above. The amount set forth above is not necessarily, at any time, the actual amount of the Obligations due to Lender and secured by this Mortgage.

3. **GRANT OF MORTGAGE.** Borrower gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Lender, to secure all of the Obligations, all of Borrower's estate, right, title and interest in and to the following (collectively, the "Property"): (a) the Premises; (b) all privileges, hereditaments, appurtenances, rents, leases, issues and profits from and to the Premises; (c) all existing and future buildings, improvements, personal property, fixtures and equipment located at or on the Premises, including the Collateral, as defined below; and (d) all awards and payments to which Borrower is entitled at any time from insurance or the exercise of the right of eminent domain in connection with the Premises or the Collateral.

4. **SECURITY AGREEMENT.** This Mortgage constitutes a security agreement as defined in the Uniform Commercial Code as adopted in Illinois (the "Code"). Borrower grants to Lender a security interest, as defined in the Code, in the property described on Exhibit C, and all replacements and substitutions for, additions and accessions to, and proceeds from such property (collectively, the "Collateral").

5. **FINANCING STATEMENT.** THIS MORTGAGE IS AND WILL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING for all of the Collateral that is, or that becomes, fixtures. The fixture filing will be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Premises are situated. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, as that term is used in the Code, at its address set forth in the first Section of this Mortgage. The address of Borrower, as debtor, as that term is used in the Code, is also set forth in the first Section of this Mortgage.

6. **REPRESENTATIONS AND WARRANTIES - THE PROPERTY.** Borrower represents and warrants that, to Borrower's knowledge after due inquiry, Borrower has clear and marketable title to the Premises, the Collateral and leases and rents from the Premises and the Collateral, except only for liens and security interests in favor of Lender and the items described on the attached Exhibit B (collectively, the "Permitted Encumbrances").

7. **REPRESENTATIONS AND WARRANTIES - THE COLLATERAL.** Borrower represents and warrants that, to Borrower's knowledge after due inquiry, (a) Borrower is the true and lawful owner of the Collateral, (b) no lien, charge, security interest or encumbrance, other than the Permitted Encumbrances, affects or has attached to the Collateral; and (c) no financing statement, other than financing statements in favor of Lender, which covers any of the Collateral, is on file in any public office.

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8. COVENANTS REGARDING THE COLLATERAL. Borrower covenants that (a) Borrower will not grant a security interest, or otherwise convey any interest, in any of the Collateral to any person or entity other than Lender; (b) Borrower will use the Collateral solely for business purposes, either for Borrower's own use or as the equipment and furnishings leased or furnished by Borrower, as landlord, to tenants of the Premises; (c) Borrower will keep the Collateral on the Premises and will not remove the Collateral from the Premises without the prior written consent of Lender; (d) Lender's remedies under this Mortgage are cumulative and separate, and Lender's exercise of any one or more of the remedies provided for in this Mortgage or under the Code will not be construed as a waiver of any of Lender's other rights; (e) Lender may have the Collateral deemed part of the Premises upon any foreclosure of the Premises; (f) if notice to any party of the intended disposition of the Collateral is required by law in a particular instance, such notice will be deemed commercially reasonable if given at least 10 days prior to such intended disposition, and Lender may give such notice by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the Premises or by private notice if Lender knows of such parties; (g) Borrower will from time to time (but, except after an Event of Default, no more than once in any calendar year) provide Lender on request with general descriptions of all of the Collateral, and such general descriptions will describe the location of the Collateral; (h) the Collateral will be regarded as part of the Premises at all times, for all purposes and in all proceedings (both legal and equitable), irrespective of whether such item is physically attached to the Premises or any such item is referred to or reflected in a financing statement; (i) Borrower will, on demand, deliver to Lender all financing statements and other documents which Lender reasonably requires from time to time to establish, perfect and continue perfection of Lender's security interest in the Collateral and to protect the priority of Lender's security interest; (j) Borrower will give advance written notice of any proposed change in Borrower's name, identity, principal place of business or entity structure and will execute and deliver to Lender prior to or concurrently with such change all additional financing statements and other documents which Lender requires in connection with such change; and (k) Borrower will, upon Lender's request, renew and pay all expenses of renewing the financing statements of record if any such financing statement will expire by reason of statutory law prior to the termination of this Mortgage.

9. REPLACEMENT OF THE COLLATERAL. If Borrower, in Borrower's sound discretion, determines that any item of the Collateral has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Property, Borrower may, at Borrower's expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided that such removal and substitution will not materially impair the operating utility and unity of the Premises. All substituted items will be deemed a part of the Premises and subject to the lien of this Mortgage. Any amounts received or allowed Borrower upon the sale or other disposition of the removed items of Collateral will be applied first against the cost of acquisition and installation of the substituted items.

10. EXECUTION OF ADDITIONAL DOCUMENTS. Borrower will from time to time execute and deliver to Lender all other conveyances and instruments as Lender reasonably requests to ensure that the Property is subject to the lien of this Mortgage on the public record.

11. TAXES AND OTHER CHARGES. Subject to Borrower's right to contest as set forth within the Loan Agreement, Borrower will pay, before they become due, all taxes, special and other assessments and other charges which are, at the time of their levy or assessment, customarily charged to borrowers (such as mortgage taxes) and which, additionally, are levied or assessed at any time by virtue of any law or assessment against (a) the Property; (b) Lender as a result of this Mortgage (other than Lender's ordinary income taxes); (c) Lender's interest in the Property; or (d) the Obligations. Borrower will deliver to Lender receipts showing the timely payment of such taxes, assessments and charges. If Lender fails to disburse escrowed tax money as required by Section 16(b), and no Event of Default has occurred and is continuing, Borrower's failure to pay such funds to the appropriate taxing authority shall not, by itself, constitute a default under this Mortgage.

12. INSURANCE. Borrower will keep the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender reasonably requires from time to time by written notice to Borrower. Such insurance will be issued in an amount without co-insurance at least equal to the full value of the Property. Further, Borrower will maintain general public liability insurance with coverages and in amounts Lender reasonably requires from time to time in writing. All insurance will be issued by insurers reasonably approved by Lender. Borrower will pay all premiums when due. The policies will contain a mortgagee loss payee clause in favor of Lender, in form and content reasonably acceptable to Lender, which will identify Lender as "mortgagee loss payee". Each insurer is authorized and directed to make payments

for loss directly to Lender unless Lender otherwise agrees in writing. Upon Lender's request, copies of all policies covering the Property will be deposited with Lender. Borrower will promptly give written notice of loss to all insurers and Lender. Except as provided in Section 14 below, all proceeds from such insurance will be applied, at Lender's option, to either the Obligations (without prepayment penalty or premium) or to the restoration of improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, all right, title and interest of Borrower in and to any insurance then in force will pass to the purchaser or grantee; however, Lender's interest will not be affected by any such transfer.

13. DUE ON SALE. For the purpose of protecting Lender's security, and to keep the Premises free from subordinate financing liens, except for the Permitted Encumbrances, Borrower will not voluntarily, involuntarily or by operation of law: (a) in any manner sell, transfer or convey, directly, or indirectly, all or part of Borrower's rights, title, or interest in and to the Premises, whether legal or equitable, except leases for tenant space made in the ordinary course of Borrower's business; (b) in any manner sell, transfer or convey, or allow any of its members to sell, transfer or convey, any ownership interests, units or other equity interest in Borrower so that one or both of the members of Borrower existing as of the date of this Mortgage do not, in the aggregate, continue to retain at least 50% of the voting interests in Borrower; or (c) obtain any financing which, or any part of which, will be secured by all or any part of the Property. The occurrence of any such event without the prior written consent of Lender, which event is not cured within 10 days after notice from Lender to Borrower, will be an Event of Default, as defined in Section 17. Borrower will reimburse Lender for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in connection with the review of Borrower's request for Lender's consent to a sale or other transfer or to encumber further all or any part of the Premises, or any interest in this Mortgage or any interest in Borrower in excess of that allowed above.

No consent by Lender to any action described in this Section, or waiver by Lender of any Event of Default, will constitute a consent to, or a waiver of, any right, default or power of Lender upon a subsequent default. Except as set forth in this Mortgage, Lender will not be required to consent to any transfer of any of the above interests, and Lender may require Borrower to pay the entire unpaid balance of the Obligations with accrued interest upon the occurrence of any such transfer, which is not cured within that time period described above.

14. CONDEMNATION AND INSURANCE PROCEEDS. Except as otherwise provided in this Section, condemnation and insurance proceeds for the Property will, in Lender's sole discretion, be either applied to the outstanding principal balance of the Obligations or used to repair any damage to the Property. Notwithstanding the foregoing, if the cost of repairing the damage to the Property is less than 75% of the cost of replacement of all of the Property, or if less than one-third of the leasable area of the improvements on the Property is condemned or taken by eminent domain, Lender agrees to make the insurance proceeds or condemnation award available to the restoration or repair of the improvements on the Property, provided:

(a) The improvements can be rebuilt to be substantially similar to those originally financed and can, with the restoration and repair, continue to be operated for the purpose utilized prior to such damage or taking;

(b) No Event of Default, as defined below, exists or would exist upon the giving of notice of the passage of time or both (however, if such a default exists, insurance proceeds or condemnation awards shall only be withheld under this provision until such default is cured, and Lender shall not withhold such proceeds or awards if Borrower's inability to receive such funds is the sole reason that Borrower would be unable to cure such default);

(c) The appraised value of the Property after such restoration or repair will not have been reduced from its appraised value as of the date of this Mortgage; and

(d) Tenants under leases of the Property, together with proceeds of insurance and condemnation awards (less amounts to be used to restore or repair), will continue to provide for sufficient gross annual fixed rental income to cover all annual operating expenses of the Property, including payment of all annual principal and interest under the Note.

Any restoration or repair will be done under the supervision of an architect reasonably acceptable to Lender and pursuant to specifications reasonably approved by Lender. Insurance proceeds and condemnation awards used to repair or restore the Premises will be held by Lender for such purposes and will from time to time be disbursed to defray the costs of such restoration or repair under such safeguards and controls as Lender reasonably requires to assure completion in accordance with the approved plans and specifications and free of liens or claims. Borrower will, upon demand, deposit with Lender any sums necessary to make up any deficiency between the actual costs of the work and the amount of proceeds and will provide such lien waivers and completion bonds as Lender reasonably requires.

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15. HAZARDOUS MATERIALS. Any terms used in this Section which are defined in federal, state or local statutes or regulations applicable to the Property or activities in connection with the Property will have the meanings ascribed to such terms in said statutes and regulations. Additionally, as used in this Section, the following terms have the following meanings:

"Knowledge" means information contained in other records and documents possessed or in the control of Borrower, information disclosed to Borrower in any acquisition, lease or similar documents or information actually known by Borrower's general partners or any owner, officer or director of any affiliate of Borrower or any property manager engaged by Borrower for the Property. No duty of additional inquiry shall be required by or imputed to Borrower.

"Former Conditions" means environmental conditions specifically, and to the extent, disclosed in the Report which have been fully remediated, removed or otherwise corrected. The term specifically does not include future or similar conditions not disclosed in the Report.

"Permitted Wastes" means toxic materials, hazardous substances and hazardous wastes that are used or sold in compliance with applicable laws, are typically used or sold by Borrower's tenants and others in their industry and are necessary for such tenants' ongoing operations and sales.

"Report" means the following:

1. Phase I Environmental Site Assessment and Limited Environmental Sampling completed by ENSR Corporation, dated March 6, 1997, prepared for W.H.M.N.Y. Real Estate Ltd. Partnership, ARCHON Group.
2. Subsurface Investigation completed by ENSR Corporation, dated March 19, 1998, prepared for ARCHON Group LLP.
3. Document Review (Peer Report) completed by Law Engineering and Environmental Services, Inc., dated June 10, 1997, prepared for Hines Interest Ltd. Partnership.
4. Report of Abandonment In-Place of UST Activities completed by Law Engineering and Environmental, Inc., dated November 21, 1997, prepared for MONY.
5. Report of Site Assessment completed by Law Engineering and Environmental, Inc., dated October 1, 1997, prepared for MONY.
6. Property Condition Assessment, completed by IVI Inspection and Valuation International, dated March 20, 1997, prepared for W.H.M.N.Y. Real Estate Ltd. Partnership.
7. Asbestos Building Survey report prepared for Hines Properties Incorporated, prepared by Carrow Conibear & Associates Ltd. dated September 25, 1997.
8. Asbestos Management Plan prepared for 29 North Wacker, L.L.C., prepared by Clayton Environmental Consultants dated June 1998.
9. Property Condition Assessment Report prepared at the request of Lender by Aaron Wright Technical Services Incorporated dated as of May 28, 1999.
10. Asbestos Abatement Report, dated October 1, 1998, by Clayton Environmental Consultants as sent to R. Levin.
11. Asbestos Abatement Report, dated July 9, 1998, by Clayton Environmental Consultants as sent to M. Strone.
12. Supplemental Asbestos Survey, dated June 30, 1998, by Clayton Environmental Consultants as sent to M. Strone.

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13. ACM Management Program, 29 North Wacker Drive, dated June 8, 1990, by Boelter Environmental Consultants for a prior owner.

14. Document Evaluation - Further Comments, dated December 19, 1997, by Clayton Environmental Consultants as sent to R. Reiter of Hines.

15. Letter, dated January 13, 1998, regarding Abandonment in Place of Underground Storage Tank ... 29 N. Wacker Drive, from R. Valdivia of the City of Chicago to R. Vickery of Mutual Life Insurance Company.

(a) Representations by Borrower. Borrower represents to Lender that, except as and to the extent disclosed in the Report:

(i) to Borrower's knowledge, the Property has never been used either by previous owners or occupants or by Borrower or current occupants to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substance or hazardous waste (other than Former Conditions and Permitted Wastes) and no such material, substance or waste currently exists on the Property or in its soil or groundwater (other than Permitted Wastes);

(ii) to Borrower's knowledge, no portion of the improvements on the Property has been constructed with asbestos, asbestos-containing materials, urea formaldehyde insulation or, in violation of applicable laws now or at the time in effect, any other chemical or substance which has been determined to be a hazard to health or the environment;

(iii) to Borrower's knowledge, there are no electrical transformers or other equipment which have dielectric fluid-containing polychlorinated biphenyls (PCB's) located in, on or under the Property (the materials, substances and wastes described in Subsections (i), (ii) and (iii) are sometimes collectively referred to as "Hazardous Wastes and Substances");

(iv) to Borrower's knowledge, the Property has never contained any underground storage tanks; and

(v) Borrower has neither received nor does it have any knowledge of any summons, citation, directive, letter or other communication, written or oral, from any federal, state or local governmental authority concerning (1) the existence of Hazardous Wastes and Substances on the Premises or in the immediate vicinity of the Premises, or (2) any intentional or unintentional action or omission on the part of Borrower or any occupant of the Property resulting in the disposal, releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Wastes or Substances onto the Property or from the Property, directly or indirectly if such indirect action would cause any liability for Lender, Borrower or any owner of the Property or would otherwise create any liability that could be required to be satisfied from the Property, into waters or other lands.

(b) Environmental Covenants. Borrower covenants to Lender that:

(i) Borrower will (1) comply and will cause all occupants of the Property to comply with all federal, state and local laws, rules, regulations and orders with respect to the use, discharge, generation, removal, transportation, storage and handling of Hazardous Wastes and Substances that apply the ownership, tenancy, use or occupancy of the Property, that relate to the construction of improvements to the Property or that otherwise affect the Property, (2) immediately remove any Hazardous Wastes and Substances discovered on the Property other than Permitted Wastes and other Hazardous Wastes and Substances that are not required by applicable law to be removed, remediated or otherwise corrected and that, in the reasonable judgment of Lender, do not and will not have a material adverse affect on the value or use of the Property, and (3) pay or cause to be paid all costs associated with such removal;

(ii) Borrower will keep the Property free of any lien imposed pursuant to any federal, state or local law, rule, regulation or order in connection with the existence of Hazardous Wastes and Substances on the Property;

(iii) Borrower will not install or permit to be installed or to exist (other than, for materials existing in or on the Property as of the date of this Mortgage, materials that are not required by applicable law to be removed, remediated or otherwise corrected and that, in the reasonable judgment of Lender, do not and will not have a material adverse affect on the value or use of the Property) in or on the Property any asbestos, asbestos-containing materials, urea formaldehyde insulation or, other than Permitted Wastes, any other chemical or substance which has been determined to be a hazard to health or the environment; and

(iv) Borrower will not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Borrower or any occupant of the Property, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any Hazardous Wastes or Substances onto the Property or an unlawful releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any Hazardous Wastes or Substances from the Property into waters or other lands.

(c) Lender's Rights to Cure. Borrower grants Lender and Lender's employees and agents an irrevocable and non-exclusive license to enter the Property, subject to rights of tenants and upon reasonable notice to Borrower, in order to inspect,

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test and, if Borrower fails to do so within applicable cure periods, remove Hazardous Wastes and Substances not permitted by this Section. All customary or reasonable costs of such inspections, tests and removal will immediately become due and payable to Lender, will be secured by this Mortgage and will constitute Obligations secured by this Mortgage. Notwithstanding the foregoing, Borrower shall not be responsible for the costs of inspections or tests unless violations of applicable laws are disclosed by such inspections or tests, an Event of Default has occurred and is continuing or Lender has reasonable cause that a violation of the covenants contained in this Section has occurred and is continuing.

(d) **Indemnification.** Borrower will defend, indemnify and hold harmless Lender and Lender's employees, agents, successors and assigns (the "Indemnified Parties") from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and customary or reasonable costs incurred in the investigation, defense and settlement of claims) incurred by the Indemnified Parties as a result of or in connection with the presence or removal of any Hazardous Wastes or Substances on the Property as required by applicable laws, as the result of any violation of a covenant in this Section, or as a result of or in connection with activities prohibited under this Section. Borrower will bear, pay and discharge, as and when they become due and payable, any and all judgments or claims for damages, penalties or other amounts for which the Indemnified Parties become liable, will hold the Indemnified Parties harmless against all claims, losses, damages, liabilities, costs and expenses, and will assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the events and occurrences described in this Section. This indemnification is a separate agreement of Borrower, which will survive any termination, satisfaction or foreclosure of this Mortgage or the acceptance of a deed in lieu of foreclosure. However, notwithstanding any contrary provision of this indemnification, Borrower shall not be responsible or have any liability for any intentionally wrongful act by any of the Indemnified Parties which would be the sole cause for any indemnification under this Section.

16. ADDITIONAL COVENANTS. Borrower covenants:

(a) **Payment and Performance.** To pay all sums due under the Loan Documents when and as they become due and payable in accordance with the terms of the Loan Documents, and to comply with and carry out all of Borrower's covenants and agreements set forth in the Loan Documents.

(b) **Escrow.** To pay to Lender in escrow an amount, in monthly fractional payments which Lender estimates to be sufficient to pay before they become due (1) all taxes, assessments, and other similar charges levied against the Property, and (2) all insurance premiums on any required policy or policies of insurance under this Mortgage (but, as to insurance deposits, only after and during the continuance of an Event of Default or after any lapse in coverage in the insurance that insures the Project). Upon demand, Borrower will pay Lender such additional amounts as are necessary to have sufficient funds on deposit to pay these items in full when due. Escrowed funds will be held in an account with Associated Bank Illinois, National Association ("ABI") that bears interest for the benefit of Borrower at the rate of 4.5% per year. Lender shall make amounts available to Borrower from the foregoing escrow, upon Borrower's request therefor from time to time as such amounts are payable, to allow Borrower to timely pay such taxes, insurance premiums and other items. Lender may make such payments by delivering a check to Borrower which is made payable to the order of the appropriate tax collecting authority or official or insurer. Borrower will pay any amount by which the actual taxes or insurance premiums exceed the amount collected in escrow by Lender. Lender will have no liability for under-estimating any such amounts. Borrower will remit payment to the tax collecting authority and insurer and will furnish a copy of the paid tax bill and insurance receipt to Lender within 10 days after the date such receipts are available to Borrower.

(c) **Condition and Repair.** Subject to casualty and condemnation, to keep the Property in good usable condition and repair, to restore or replace damaged, obsolete or destroyed improvements and fixtures (subject to the terms of Section 14), and to pay all bills for repairs and replacements and any and all expenses related to the Property so that no lien may be created against the Property, and to exhibit upon demand, at Lender's office, evidence of such payment.

(d) **Liens.** To keep the Property free from all liens and encumbrances except the lien of this Mortgage and any exceptions set forth in Exhibit B; however, nothing contained in this Section shall prohibit Borrower from contesting any liens or encumbrances in good faith if Borrower shall have furnished to Title Company (as defined in the Loan Agreement) with such security or indemnity as Title Company requires in order to insure Lender over and against such contested liens and encumbrances. Borrower shall immediately forward to Lender any notice of lien or encumbrance, or claim or intent to file claim or encumbrance, or copy of any such claim, notice, encumbrance or lien, received from any person or entity.

(e) **Waste.** Not to commit or permit physical waste upon the Property.

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(f) Alteration or Removal. Except as contemplated in the Loan Agreement, and except for tenant improvements, not to remove, demolish, or materially alter any part of the Property without Lender's prior written consent, which consent will not be unreasonably withheld or delayed, except Borrower may, without prior consent, remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility and quality. Lender acknowledges Borrower's plan to divide the building or buildings on the Premises into individually leased tenant spaces.

(g) Condemnation. To pay Lender all compensation received for any taking by condemnation proceedings of (including payments in compromise) all or part of Property. Such compensation will be applied as Lender determines to rebuild the Property or to reduce Obligations (without prepayment penalty or premium), except as provided in Section 14.

(h) Ordinances and Inspection. To comply with all laws, ordinances and regulations that affect the Property. Borrower will permit Lender and Lender's authorized representatives to enter the Property at reasonable times, upon reasonable prior notice to Borrower and subject to rights of tenants, to inspect the Property and, at Lender's option, but at Borrower's expense, to repair or restore any condition requiring repair or restoration under any agreement between Lender and Borrower, including covenants in this Mortgage, if Borrower fails to do so within 30 days after written notice from Lender, or such shorter period as will be required in the event of an emergency.

(i) Subrogation. That Lender is, to the extent allowed by law, subrogated to all rights, remedies, claims and liens of any person or Obligor satisfied in whole or part from any portion of the proceeds of any Obligation. Lender is also, to the extent allowed by law, subrogated to the lien of any mortgage, other lien or security interest discharged in whole or in part by any portion of the proceeds of any Obligation.

(j) Financial Statements, Rent Rolls and Operating Statements. Within 120 days after the end of each of Borrower's fiscal years until this Mortgage is satisfied, Borrower will furnish to Lender certified financial statements (including a balance sheet and income statement). At the same time, Borrower will provide to Lender (a) a certified rent roll for the improvements on the Premises and (b) certified operating statements for such improvements which include at least gross income (itemized as to source), operating expenses (itemized), depreciation charges and net income before and after federal taxes. Lender may require, in its reasonable discretion, Borrower to provide such rent rolls to Lender more frequently. Lender may also require, in its discretion, Borrower to provide such financial statements and operating statements as a condition of the cure of any default. If the financial statements and operating statements are not prepared in a manner consistent with the statements previously provided to Lender (unless Lender is notified by Borrower of an accounting practice change by Borrower, in which case they will be consistent with sound accounting practices), or if Lender is not provided with such documents or the rent rolls when required (following applicable notice and cure periods provided in this Mortgage), Lender will have the right, in addition to any other rights and remedies, to audit the applicable books and records at Borrower's expense. Such documents shall be in form reasonably satisfactory to Lender. As used in this Subsection 16(j), a document is "certified" if a member of Borrower, a certified public accounting firm engaged by Borrower or Borrower's property manager executes a statement that states that the document is true and correct to such party's knowledge and which is part of or appended to the document. If such statement is executed by a certified public accounting firm or Borrower's property manager, it shall be deemed to be made by Borrower.

(k) Representations and Warranties. Without limiting any other agreement in the Loan Documents, Borrower shall cure any condition or omission, upon obtaining knowledge of such condition or omission, if (a) such condition or omission would have constituted a breach of any representation or warranty in the Loan Documents that is qualified by the phrase "to Borrower's knowledge" or the phrase "to Borrower's knowledge after due inquiry" if Borrower had known of such condition or omission as of the date of this Mortgage and (b) such condition or omission has, in Lender's reasonable judgment, the likelihood to have a material adverse affect on the aggregate value of the real and personal property intended by the Loan Documents to secure the Obligations, the enforceability, validity or priority of Lender's liens or encumbrances against such property or the ability of Borrower to perform the Obligations. Borrower shall also, upon learning of any such condition or omission, provide Lender with written notice of such condition or omission.

17. EVENTS OF DEFAULT. As used in this Mortgage, any one or more of the following will constitute an "Event of Default" (in addition to Events of Default defined elsewhere in this Mortgage):

(a) Any payment required under the Note is not made when due and such default is not cured on or before the date five days after the date Lender gives written notice of such default to Borrower, or an Obligor fails to make any other payment Obligation when due and such default is not cured within five days after written notice from Lender to Borrower (or after any other required notice and before the expiration of any applicable grace period described in any document which secures or provides for such Obligation).

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(b) An Obligor makes a representation or warranty in the Loan Documents to Lender which is false or misleading in any material respect when made, or with the execution and delivery of this Mortgage proves untrue or misleading in any material respect, and, in any such event other than an instance in which the breach in the representation or warranty was known by Borrower to be false or misleading when made, Borrower fails to cure such breach on or before the 15th day after written notice to Borrower of such breach; however, if the breach cannot be cured using Borrower's commercially reasonable efforts within such 15-day period but could, with additional time, be cured using commercially reasonable efforts without harm to Lender, and if the breach was not the result of willful misconduct on the part of Borrower, such 15-day cure period shall be extended for the period reasonably necessary to cure if Borrower uses commercially reasonable efforts during such 15-day period and if (and for such period as) Borrower continues to use commercially reasonable efforts (which can ultimately be successful) to cure after such 15-day period.

(c) Any Obligor ceases to exist.

(d) Borrower fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage or any of the Loan Documents and such failure or breach remains uncured for 15 days after written notice to Borrower; however, if the failure or breach cannot be cured using Borrower's commercially reasonable efforts within such 15-day period but could, with additional time, be cured using commercially reasonable efforts without harm to Lender, and if the failure or breach was not the result of willful misconduct on the part of Borrower, such 15-day cure period shall be extended for the period reasonably necessary to cure if Borrower uses commercially reasonable efforts during such 15-day period and if (and for such period as) Borrower continues to use commercially reasonable efforts (which can ultimately be successful) to cure after such 15-day period.

(e) An Event of Default under any of the Loan Documents which is not cured within any applicable cure period specified in such agreement.

(f) A material default by Borrower, as landlord, under any lease of all or any part of the Property which is not cured within 30 days after written notice from Lender to Borrower.

(g) Any Obligor (i) makes a general assignment for the benefit of creditors; (ii) admits in writing its, his or her inability to pay debts as they become due; (iii) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (iv) is adjudicated bankrupt or insolvent; (v) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vi) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; (vii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for such Obligor or any material part of its, his or her properties; (viii) discontinues its, his or her business as a going concern; or (ix) is charged with a felony or any serious crime.

(h) Any involuntary proceeding is filed against an Obligor which seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation which is not dismissed within 45 days of the date filed.

(i) Any breach of Section 13 of this Mortgage.

(j) Any summons, citation, directive, letter or other communication, written or oral, is issued by any federal, state or local governmental authority concerning any matter described in any part of Section 15(a)(v)(1) and (2), and Borrower fails to cure the cause of such communication during the lesser of (1) the period described in Section 17(d) or (2) the period described in such communication.

As used in this Mortgage and elsewhere in the Loan Documents, an Event of Default shall be deemed to be continuing from its occurrence until (i) all of the Obligations are fully satisfied if the Note has been accelerated due to an Event of Default or (ii) the Event of Default shall be cured in a manner acceptable to Lender in its sole and absolute discretion.

18. ACCELERATION AND REMEDIES. Upon the occurrence of an Event of Default, all Obligations secured by this Mortgage, including all amounts which may be or have been advanced by Lender to protect the security of this Mortgage ("Advances") will, at the option of Lender and without further notice, which Borrower expressly waives, be immediately due and payable. Lender may enforce or collect such Obligations and Advances in any manner and by the exercise of any remedy available at law or equity now existing or existing at the time of the Event of Default or enforcement including, without limitation, through a suit at law or by a foreclosure of this Mortgage. The judgment or decree in any suit brought to foreclose this Mortgage may include, in the sole discretion of Lender, all of the Obligations, including default interest at the applicable default interest rates described in the Note or other documents which provide evidence for the Obligations.

Further, Lender will, with respect to any part of the Property which constitutes property of the type governed by the Code, have all rights, options and remedies of a secured party under the Code including, without limitation, the right, upon the Event of Default, to the possession of all or part of any such property, and, upon the Event of Default, the right to enter, without (to the extent allowed by law) legal process, any premises where any such property may be found. Any requirement of the Code for reasonable notification will be met by mailing written notice to Borrower at Borrower's last known address at least 10 days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of such property, including reasonable attorneys' fees and legal expenses, will constitute Obligations and will be payable upon demand with interest at the interest rate applicable to the Note at the time the expense is incurred.

Lender will have all of the rights and remedies provided to it under this Mortgage and under the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq, as amended from time to time (the "Act"). Such rights and remedies include, without limitation, to the extent provided in the Act the right to: (a) make protective advances to pay costs to protect, preserve and restore the Property, or to preserve the lien and priority of this Mortgage, or enforce this Mortgage, as referred to in Section 5/15-1302(b)(5) of the Act; (b) pay attorneys' fees and other costs in connection with the exercise of Lender's rights, foreclosure of this Mortgage and other litigation and administrative proceedings to which Lender may be or become a party; (c) pay all costs and expenses in connection with a judgment of foreclosure or expenses deductible from the proceeds of sale as provided in the Act; (d) obtain a shortened redemption period as provided in the Act or, if the mortgaged property is abandoned, seek a shortened redemption or reinstatement period; (e) obtain possession of the Property; (f) obtain all rents, issues and profits arising out of any leases and rights of occupancy of any portion of the Premises; (g) have a receiver appointed pursuant to the Act; (h) apply proceeds of any foreclosure sale in accordance with the provisions of the Act; and (i) apply any money or securities that constitute deposits made to or held by Lender or any depository pursuant to any provision of this Mortgage toward payment of the Obligations.

19. AUTHORITY OF LENDER TO PERFORM FOR BORROWER. If Borrower fails to perform any of the covenants or duties set forth in this Mortgage, Lender may perform or cause them to be performed (but only after an Event of Default unless Lender is otherwise authorized in other provisions of the Loan Documents to perform them or cause them to be performed prior to an Event of Default), by, without limitation, signing Borrower's name; and any amounts paid by Lender pursuant to this Section (or in such other provisions described in the preceding parenthetical insertion in this sentence) will bear interest at the appropriate default interest rate computed from the date of Lender's expenditure to date of Borrower's repayment and be secured by this Mortgage. Borrower will repay on demand any such amounts paid by Lender. Lender has no duty to inquire as to the validity of any tax, assessment, or other claim or expense against Property, and a receipt for payment of any such amount will be conclusive of the validity and amount of such claim or expense.

20. LIEN AND SET OFF OF BORROWER'S CREDIT BALANCE. Borrower grants Lender a security interest and lien, without any limitation, in any property, credit balance, escrow or other money, now or hereafter owed Borrower by Lender; and, Lender may, at any time after the occurrence of an Event of Default, without notice or demand, set off any such property, credit balance, escrow or other money against any Obligations whether or not due.

21. POWER OF SALE. In the event of foreclosure, Lender may, to the extent allowed by law, cause the Property to be sold and cause the execution and delivery to the purchaser of one or more deeds of conveyance pursuant to applicable law.

22. WAIVER. Lender may waive any default without waiving any other subsequent or prior default by Obligor. No failure or delay of Lender to exercise any right under this Mortgage will operate as a waiver of such right; and no single or partial exercise by Lender of any such right will preclude any other or further exercise of such right or the exercise of any other right. The remedies described in this Mortgage are cumulative and not exclusive of any remedies provided by law.

23. RECEIVER. Upon the commencement or during the pendency of an action to foreclose this Mortgage or enforce any other remedies of Lender, and without regard to the adequacy or inadequacy of the Property as security for the Obligations, whether or not waste is being committed or occurring, Lender may, in accordance with the Act, seek and the court may appoint a receiver of the Property (including any homestead interest) to serve without bond and take possession of the Property and collect the Property's rents, issues and profits and all payments required to be made pursuant to or by virtue of any lease, to hold and apply such funds received as directed by the court, and to exercise such other powers as may be granted until the receivership will cease.

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24. ASSIGNMENT OF AND ENTITLEMENT TO RENTS AND LEASES. As additional security for the Obligations, Borrower assigns, sells, transfers, demises and sets over to Lender all rents, issues and profits arising from the Property (collectively, "Rents") now or hereafter due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of any part of the Property (collectively, "Leases"). After the occurrence and during the continuance of an Event of Default, Lender may, to the extent allowed by applicable law, at its sole option without any prior approval of Borrower, notify any or all tenants to pay all Rents directly to Lender. Lender may, to the extent allowed by applicable law, apply Rents, in its sole discretion and without regard to priority of application, to payment of taxes, insurance premiums, operating expenses, attorneys' and accountant's fees and expenses, and on the principal and interest of the Obligations, after deduction of a reasonable fee for services rendered in collection of Rents and management of the Property. This assignment will continue until all Obligations secured by this Mortgage have been fully paid and satisfied. The foregoing assignment will be deemed a present and immediate assignment of Rents and rights under Leases, provided Borrower will have the right to collect Rents and the benefit of all rights under Leases until an Event of Default occurs and while it is continuing. Lender will be entitled to all Rents and Leases pertaining to the Property immediately upon any Event of Default. Lender is not (unless specifically mandated by applicable law which cannot be waived by Borrower), required to take any action to be entitled to all Rents and Leases pertaining to the Property.

26. COSTS, EXPENSES AND ATTORNEYS' FEES. In case of a default, regardless whether such default is abated and cured, and except as otherwise provided in any document which provides evidence for any related Obligation, to the extent not prohibited by law, all of Lender's expenses for purposes of collection and enforcement of Borrower's obligations under the Loan Documents, including reasonable attorney's fees, and all costs and disbursements if legal action is necessary, and all reasonable expenses of Lender including, without limitation, title evidence, surveys, appraisals, travel expenses and insurance will be added to the Obligations, and will become due as incurred and be included in any judgment. If Lender is challenged in any manner or Lender is named in (whether as a witness or party) any action, proceeding or lawsuit for any reason involving Borrower, any Obligor or the Property, Borrower and the obligors will immediately, upon request of Lender, pay to Lender all expenses of every kind that pertain to such matter including, without limitation, Lender's reasonable attorneys' fees, costs, disbursements and expenses (but if Lender is a party to an action, proceeding or lawsuit adverse to Borrower, only if Lender substantially prevails in such action). Such sums will be added to the Obligations and become due as incurred, and may be included in any judgment.

27. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. Borrower, for Borrower and for all Obligors, to the extent that each may do so, consents to the jurisdiction of the courts of the State of Illinois in the county in which the Premises are situated and the United States District Court for the Northern District of Illinois for the purpose of any suit, action or other proceeding arising out of any of the Obligations or the terms or provisions of the Loan Documents, and expressly waives any and all objections that Borrower or any Obligor may have as to venue in any of such courts. **TO THE EXTENT PERMITTED BY LAW, BORROWER, FOR BORROWER AND FOR ALL OBLIGORS, WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO ANY OF THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION THIS MORTGAGE AND THE NOTE.**

28. PURPOSE OF THE LOAN. The loan for which the Note provides evidence, and which is secured by this Mortgage, is a business loan as described in ILCS/17-6404 (or any substitute, amended, or replacement statutes) transacted solely for the purpose of carrying on or acquiring the business of Borrower or, if Borrower is a trustee, for the purpose of carrying on or acquiring the business of the beneficiaries of Borrower.

29. BORROWER'S WAIVERS. Borrower shall not (unless mandated by applicable law which cannot be waived by Borrower) at any time insist upon or plead, or in any manner whatever claim or take any advantage of, any stay, exemption, or extension law, including, but not by way of limitation, any Homestead Exemption Law, or any so-called "Moratorium Law" which is in force at any time; and shall not (unless mandated by applicable law which cannot be waived by Borrower) claim, take or insist upon any benefit or advantage of or from any law which provides for the valuation or appraisal of all or any part of the Property prior to any sale of sales of the Property to be made pursuant to any provision of this Mortgage or to the decree, judgment or order of any court of competent jurisdiction; or (unless mandated by applicable law which cannot be waived by Borrower), after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem all or any part of the Premises or which relates to the marshaling of assets upon a foreclosure sale or other action to enforce this Mortgage.

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Borrower expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting only decree or judgment creditors of Borrower which acquire any interest or title to all or any part of the Property or beneficial interests in Borrower subsequent to the date of this Mortgage. Any and all rights of redemption of Borrower and of all other persons are and shall be deemed to be waived to the fullest extent permitted by the provisions of any applicable law or replacement statute. If Borrower is a trustee, it represents that the provisions of this Section (including the waiver of redemption rights) were made at the express direction of Borrower's beneficiaries, as well as all other persons mentioned above. Borrower acknowledges that the Property does not constitute agricultural real estate, as such term is defined in Section 5/15-1201 of the Act, or residential real estate as defined in Section 5/15-1219 of the Act. Borrower waives, to the extent allowed by applicable law, any and all right of redemption pursuant to Section 5/15-1601(b) of the Act.

30. ADDITIONAL PROVISIONS.

(a) Word Form. Wherever the context of their usage permits, words in singular form will include the plural form and words in plural form will include the singular form with no distinction between gender.

(b) Severability and Cumulative Remedies. Invalidity or unenforceability of any provision of this Mortgage will not affect the validity or enforceability of any other provisions. The rights and remedies granted to Lender in this Mortgage are cumulative, and are in addition to the remedies granted by law.

(c) Obligors, Successors and Assigns. The Obligations are the joint and several obligations of Borrower and all Obligors. This Mortgage benefits Lender and Lender's successors and assigns, and binds Borrower and all Obligors and their respective heirs, personal representatives, successors, assigns, trustees and receivers. Lender may not, except after and during the continuance of any Event of Default, transfer and assign Lender's rights and obligations under this Mortgage. Lender may, however, sell participation interests in all or any part of its rights under this Mortgage at any time to one or more financial institutions that control, are controlled by or are under common control with Lender; however, in connection with any such sale, Lender may only disclose information to the purchaser(s) of such participation interests if and to the extent they are bound by or agree to be bound by the terms of the Confidentiality Agreement between Lender and Borrower (the "Confidentiality Agreement"). Additionally, the prohibition against assignments contained in this Mortgage shall not apply to any assignment in connection with (a) a merger of Lender with a financial institution that is bound by or agrees to be bound by the Confidentiality Agreement; or (b) any restructuring, sale or merger of Lender or the bank holding company system of which Lender is a part that results in Lender no longer existing as a commercial mortgage lender if such restructuring, sale or merger results in a transfer of Lender's portfolio to another financial institution that is bound by or agrees to be bound by the Confidentiality Agreement.

(d) Applicable Law. This Mortgage will be governed and interpreted by the laws of the State of Illinois, except that the substantive law of the state in which the Property is located will govern the procedural aspects of a foreclosure of this Mortgage and attachment of the liens granted by this Mortgage.

(e) Captions. The captions will not be deemed to be fully inclusive of all provisions in any captioned Section, and are included for reference purposes only.

(f) Notices. Except as otherwise provided in this Mortgage, whenever it is provided in this Mortgage that any notice, demand, request, consent or approval (each of the foregoing being a "Notice"), shall or may be given to or served upon any of the parties by another, each such Notice shall be in writing and shall be delivered by personal delivery, delivery service or overnight courier service or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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- (a) If to Lender, at Associated Commercial Mortgage, Inc.
Suite 120
1200 North Mayfair Road
Wauwatosa, Wisconsin 53226
Attention: David G. Krill, President
- with copies to: Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202-4601
Attention: John M. Wirth, Esq.
- (b) If to Borrower, at 29 North Wacker, L.L.C.
c/o GE Investment Realty Partners III, Limited Partnership,
General Electric Investment Corporation
3003 Summer Street
Stanford, Connecticut 06904-7900
Attention: Preston Sargent, Asset Manager
- with copies to: Hines 29 North Wacker Limited Partnership
c/o Hines Interests Limited Partnership
Three First National Plaza
Suite 440
75 West Madison
Chicago, Illinois 60602
Attention: C. Kevin Shannahan
- and
- Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601
Attention: Edward S. Goldman, Esq.

or at such other address as may be substituted by notice as given as provided in this Subsection. The giving of any Notice required under this Mortgage may be waived in writing by the party entitled to receive such notice. Every Notice shall be deemed to have been duly given or served on the date on which delivered in person, by delivery service or by overnight courier service or three days after the Notice shall have been deposited in the United States mail properly addressed and postage prepaid. Delivery to Lender in person shall only be effective if received by an employee of Lender who works at Lender's address set forth above for Lender. If Borrower fails to maintain regular business hours at the address at the time of any such Notice, delivery of such Notice in person or by delivery service to that address shall be deemed to have been given or served on the date left at that address. Failure or delay in delivering copies of any Notice to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such Notice.

(g) Exhibits. All exhibits attached to this Mortgage are incorporated in this Mortgage by reference.

(h) Non-recourse Provisions. The non-recourse provisions, including all exceptions to such provisions, set forth in the Note are incorporated in this Mortgage by reference.

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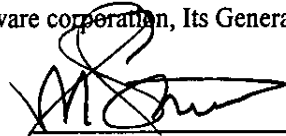
Dated as of July 14, 1999.

BORROWER:

29 NORTH WACKER, L.L.C.,
a Delaware limited liability company

By: GE Investment Realty Partners III, Limited Partnership, a
Delaware limited partnership, Its Manager

By: GE Investment Management Incorporated, a
Delaware corporation, Its General Partner

By: 
Michael J. Strone
Vice President
Associate General Counsel

STATE OF CONNECTICUT)
COUNTY OF Fairfield)^{ss}

The foregoing instrument was acknowledged before me on July 13, 1999 by Michael J. Strone as the Vice President and Associate General Counsel of GE Investment Management Incorporated, a Delaware corporation, as the general partner of GE Investment Realty Partners III, Limited Partnership, a Delaware limited partnership, as the Manager of 29 North Wacker, L.L.C., a Delaware limited liability company.

DANETTE J. MELCHIONNE
NOTARY PUBLIC

My Commission Expires April 31, 2004



*Name: DANETTE J. MELCHIONNE
Notary Public, State of Connecticut
My commission _____

*Names of persons signing in any capacity must be typed or printed below their signatures.

This instrument was drafted by:

John M. Wirth
Mallery & Zimmerman, S.C.
Suite 900
731 North Jackson Street
Milwaukee, Wisconsin 53202-4601

EXHIBITS

- Exhibit A - Legal Description
- Exhibit B - Permitted Encumbrances
- Exhibit C - Personal Property

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 TO 9, BOTH INCLUSIVE, IN THE ASSESSOR'S DIVISION OF LOT 4 IN BLOCK 53 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:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON THE WEST 6 FEET OF LOT 2 IN BLOCK 53 IN ORIGINAL TOWN OF CHICAGO AFORESAID, CREATED BY AGREEMENT MADE BY AND BETWEEN CHICAGO TELEPHONE COMPANY, A CORPORATION OF ILLINOIS AND MARIE LEFENS, AND OTHERS DATED SEPTEMBER 13, 1916 AND RECORDED NOVEMBER 9, 1916 AS DOCUMENT NUMBER 5989236 AS MODIFIED BY INSTRUMENT DATED MAY 3, 1921 AND RECORDED MAY 6, 1921 AS DOCUMENT NUMBER 7136314, ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-09-453-013-0000

29 North Wacker Dr.
Chicago, IL 60606

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EXHIBIT B

Permitted Encumbrances

1. General and special taxes and assessments not yet due or payable.
2. Rights of tenants in possession of the land. ~~as of the date of this Mortgage to the extent their leases have been subordinated to the lien of this Mortgage.~~ those tenants listed on Schedule B-1 attached hereto to

3. PRIVATE ALLEY OVER THE EAST 10 FEET OF THE LAND TO BE FOREVER KEPT OPEN FOR THE USE OF THE OWNER(S) OF LOT 4 IN BLOCK 53 AFORESAID, RESERVED IN THE DEED FROM JONATHAN COGSWELL AND HIS WIFE TO MICHAEL NUGENT AND OTHERS, DATED FEBRUARY 5, 1855 AND RECORDED FEBRUARY 10, 1855, AND ALSO RESERVED IN OTHER DEEDS FROM SAID JONATHAN COGSWELL AND REFERRED TO IN SUNDRY DEEDS IN THE CHAIN OF TITLE.

(AFFECTS PARCEL 1)

4. PERPETUAL EASEMENT OVER THE EAST 10 FEET OF THE LAND, TOGETHER WITH THE WEST 6 FEET OF THE LAND EAST AND ADJOINING THE SAME TO FORM A 16 FOOT PRIVATE ALLEY TO BE KEPT OPEN FOR THE USE OF THE OWNERS OF THE LAND DESCRIBED IN PARCEL 1 AND LAND EAST AND ADJOINING, CREATED BY AGREEMENT MADE BY CHICAGO TELEPHONE COMPANY WITH MARIE LEFENS AND OTHERS, DATED SEPTEMBER 13, 1916 AND RECORDED NOVEMBER 9, 1916 AS DOCUMENT 5989236, AND THE COVENANTS AND AGREEMENTS THEREIN CONTAINED.

NOTE: BY INSTRUMENT BETWEEN THE ILLINOIS BELL TELEPHONE COMPANY AND WALTER C. LEFENS AND FRANK S. PORTER, TRUSTEES, AND OTHERS, DATED MAY 3, 1921 AND RECORDED MAY 5, 1921 AS DOCUMENT 7136314, THE AFORESAID ILLINOIS BELL TELEPHONE COMPANY WAS PERMITTED TO PLACE CERTAIN SIGNS IN THE AFORESAID PRIVATE ALLEY.

5. ENCROACHMENT OF CONCRETE COLUMNS AT THE LOWER WACKER DRIVE LEVEL OVER THE WEST LINE OF THE LAND, AS DISCLOSED BY SURVEY NUMBER 8506008 DATED JULY 18, 1985, MADE BY CHICAGO GUARANTEE SURVEY COMPANY.

JUNE 15, 1999 AND REVISED
JUNE 24, 1999

6. RIGHTS OF THE COMMONWEALTH EDISON COMPANY AS DISCLOSED BY EXISTENCE OF MANHOLES AS SHOWN ON SURVEY DATED ~~AUGUST 13, 1997~~, PREPARED BY PAUL LOTZ, ORDER NUMBER ~~97-6-6~~, AS DISCLOSED BY THE DEED RECORDED DECEMBER 5, 1997 AS DOCUMENT 97916692.

99-6-8

7. ENCROACHMENT OF THE 10 STORY BRICK OFFICE BUILDING LOCATED MAINLY ON THE LAND ONTO THE PROPERTY NORTH AND ADJOINING BY APPROXIMATELY .17 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 99-6-8 PREPARED BY PAUL LOTZ DATED JUNE 15, 1999.

AND REVISED
JUNE 24, 1999

8. ENCROACHMENT OF THE 18 STORY BRICK OFFICE BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING ~~ONTO THE EASEMENT SHOWN HEREIN AT EXCEPTION REFERENCE NUMBER 4~~ AS SHOWN ON PLAT OF SURVEY NUMBER 99-6-8 PREPARED BY PAUL LOTZ DATED JUNE 15, 1999.

AND REVISED
JUNE 24, 1999

THE LAND BY APPROXIMATELY
.15 FEET,

99682156

29 North Wacker

1999 Operating Budget

1999 Rent Roll

Level	Tenant	Suite	SF	Commencement	Expiration	Base	Additional	Total	Total	Total
10 & 5	Income		NRA	Date	Date	Rate / SF	Rental / SF	Rental	Base Rental	Rental to be Received
8	AFSCME	800	12,781	08/01/1987	07/31/2002	21.98	0.00	279,006	21,501	720,302
7	AFSCME	702	2,527	08/01/1987	07/31/2002	22.62	0.00	57,161	4,251	310,607
	AFSCME	707	2,025	08/01/1997	07/31/2002	22.15	0.00	26,165	1,329	61,412
	Hess Megan Office	705	1,540	12/04/1997	12/31/2000	22.81	0.00	19,249	949	27,494
	Vacant		6,445			21.63	0.00	3,245	0.00	20,198
6	Griffin & Associates	650	3,970	08/01/1992	07/31/2002	18.98	0.00	43,945	2,687	46,632
	Griffin & Associates	651	985	02/01/1997	07/31/2002	19.36	0.00	32,017	1,919	33,936
	Vacant		7,929			18.79	0.00	17,471	50	1,593
5	Vacant		5,529			19.36	0.00	17,471	555	18,027
4 & 3	Young Trucks Inc.	500	7,380	05/15/1999	05/14/2004	26.00	0.00	120,867	0.00	120,867
	GSA	300	25,534	08/01/1990	03/31/2004	29.79	0.00	155,964	0.00	155,964
	Vacant		3,388			30.98	0.00	630,184	0.00	630,184
Lobby	McDonald's	101	3,452	08/01/1997	01/31/2017	25.18	0.00	86,921	18,736	105,657
	Benign's	103	2,237	07/25/1996	03/04/2001	23.31	0.00	20,810	403	21,213
	Currency Exchange	104	1,450	07/01/1994	06/30/2004	24.71	0.00	33,305	599	33,904
	McDonald's	100	347	08/01/1997	01/31/2017	20.03	0.00	14,522	189	14,711
	Vacant		2,625			20.43	0.00	14,812	189	15,001
DNT	Racall (Brambles)	009	4,474	07/31/1987	07/31/2007	10.00	0.00	44,740	0.00	44,740
	Interco	008	2,036	11/01/1987	07/31/2002	12.50	0.00	25,450	0.00	25,450
	McDonald's	007	557	08/01/1997	07/31/2017	12.00	0.00	7,392	0.00	7,392
	Lakeland	006	616	01/01/1999	12/31/2003	12.00	0.00	7,392	0.00	7,392
	Vacant		4,409							
<p>123,098</p>										<p>2,242,548</p>
<p>175,980</p>										<p>0</p>
<p>0</p>										<p>2,418,527</p>

99682156

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29 North Wacker Drive
1999 Rent Roll
6/28/99

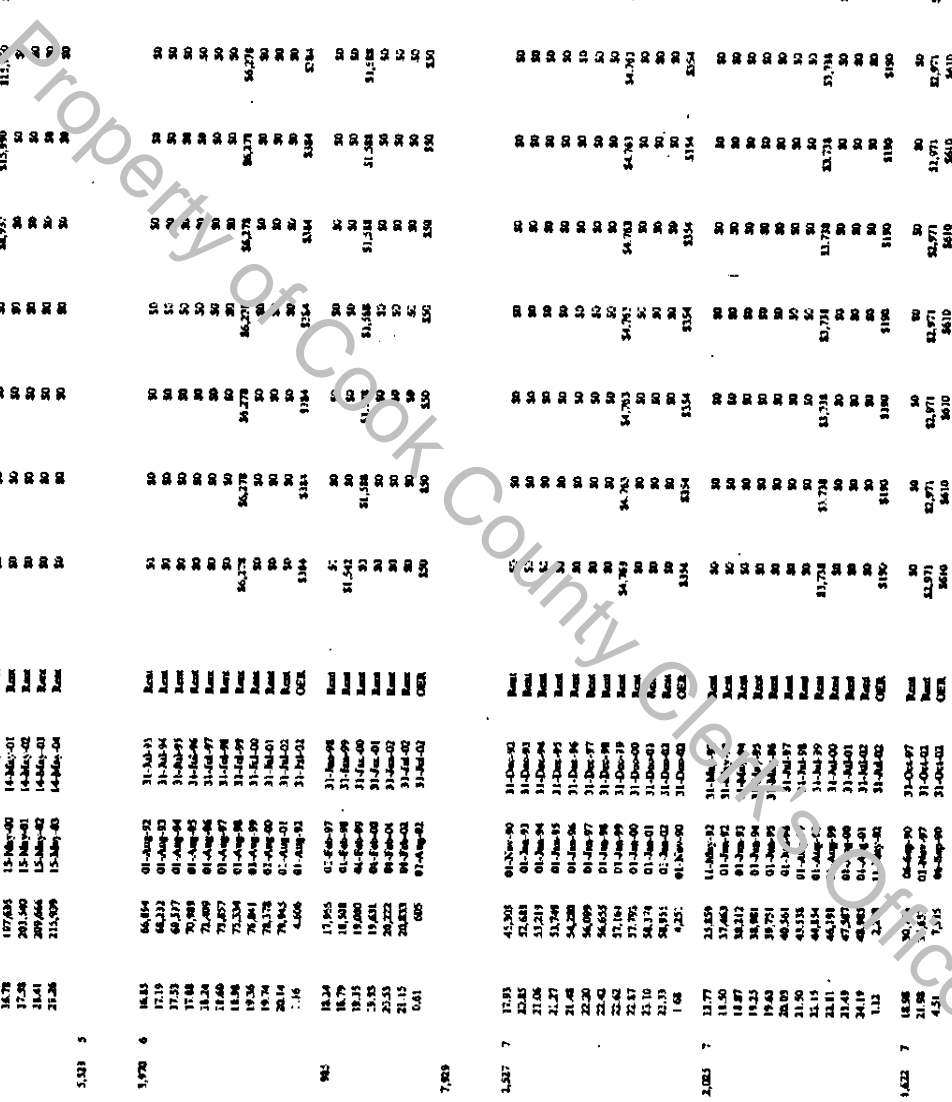
NO.	NAME	NRA	Pr	Levl	BASE	BASE	REV	INC	CHANGE	DATE	DATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL	
101	McDonald's	1,423	1	25.18	36,211	25-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$7,243	\$86,918
100	McDonald's - Change	347	1	9.00	3,116	25-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	24-Dec-97	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$1,561	\$18,737
100	Mingua's	2,237	1	20.75	46,418	25-Mar-96	24-Mar-97	24-Mar-97	24-Mar-97	24-Mar-97	24-Mar-97	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	21.89	49,192	25-Mar-97	24-Mar-98	24-Mar-98	24-Mar-98	24-Mar-98	24-Mar-98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	23.31	52,144	25-Mar-98	24-Mar-99	24-Mar-99	24-Mar-99	24-Mar-99	24-Mar-99	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	24.71	55,276	25-Mar-99	24-Mar-00	24-Mar-00	24-Mar-00	24-Mar-00	24-Mar-00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	26.19	58,587	25-Mar-00	24-Mar-01	24-Mar-01	24-Mar-01	24-Mar-01	24-Mar-01	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	27.75	62,074	25-Mar-01	24-Mar-02	24-Mar-02	24-Mar-02	24-Mar-02	24-Mar-02	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	29.38	65,844	25-Mar-02	24-Mar-03	24-Mar-03	24-Mar-03	24-Mar-03	24-Mar-03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	31.06	70,004	25-Mar-03	24-Mar-04	24-Mar-04	24-Mar-04	24-Mar-04	24-Mar-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	32.84	74,664	25-Mar-04	24-Mar-05	24-Mar-05	24-Mar-05	24-Mar-05	24-Mar-05	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	34.71	79,824	25-Mar-05	24-Mar-06	24-Mar-06	24-Mar-06	24-Mar-06	24-Mar-06	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	36.67	85,594	25-Mar-06	24-Mar-07	24-Mar-07	24-Mar-07	24-Mar-07	24-Mar-07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	38.72	91,974	25-Mar-07	24-Mar-08	24-Mar-08	24-Mar-08	24-Mar-08	24-Mar-08	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	40.87	99,064	25-Mar-08	24-Mar-09	24-Mar-09	24-Mar-09	24-Mar-09	24-Mar-09	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	43.12	106,874	25-Mar-09	24-Mar-10	24-Mar-10	24-Mar-10	24-Mar-10	24-Mar-10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	45.57	115,424	25-Mar-10	24-Mar-11	24-Mar-11	24-Mar-11	24-Mar-11	24-Mar-11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	48.22	124,844	25-Mar-11	24-Mar-12	24-Mar-12	24-Mar-12	24-Mar-12	24-Mar-12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	51.07	135,134	25-Mar-12	24-Mar-13	24-Mar-13	24-Mar-13	24-Mar-13	24-Mar-13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	54.12	146,404	25-Mar-13	24-Mar-14	24-Mar-14	24-Mar-14	24-Mar-14	24-Mar-14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	57.37	158,654	25-Mar-14	24-Mar-15	24-Mar-15	24-Mar-15	24-Mar-15	24-Mar-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	60.82	172,004	25-Mar-15	24-Mar-16	24-Mar-16	24-Mar-16	24-Mar-16	24-Mar-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	64.47	186,554	25-Mar-16	24-Mar-17	24-Mar-17	24-Mar-17	24-Mar-17	24-Mar-17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	68.32	202,404	25-Mar-17	24-Mar-18	24-Mar-18	24-Mar-18	24-Mar-18	24-Mar-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	72.37	219,654	25-Mar-18	24-Mar-19	24-Mar-19	24-Mar-19	24-Mar-19	24-Mar-19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	76.62	238,404	25-Mar-19	24-Mar-20	24-Mar-20	24-Mar-20	24-Mar-20	24-Mar-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	81.07	258,754	25-Mar-20	24-Mar-21	24-Mar-21	24-Mar-21	24-Mar-21	24-Mar-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	85.72	280,804	25-Mar-21	24-Mar-22	24-Mar-22	24-Mar-22	24-Mar-22	24-Mar-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	90.57	304,554	25-Mar-22	24-Mar-23	24-Mar-23	24-Mar-23	24-Mar-23	24-Mar-23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	95.62	330,104	25-Mar-23	24-Mar-24	24-Mar-24	24-Mar-24	24-Mar-24	24-Mar-24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	100.87	357,454	25-Mar-24	24-Mar-25	24-Mar-25	24-Mar-25	24-Mar-25	24-Mar-25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	106.32	386,604	25-Mar-25	24-Mar-26	24-Mar-26	24-Mar-26	24-Mar-26	24-Mar-26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	111.97	417,654	25-Mar-26	24-Mar-27	24-Mar-27	24-Mar-27	24-Mar-27	24-Mar-27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	117.82	450,604	25-Mar-27	24-Mar-28	24-Mar-28	24-Mar-28	24-Mar-28	24-Mar-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	123.87	485,354	25-Mar-28	24-Mar-29	24-Mar-29	24-Mar-29	24-Mar-29	24-Mar-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	130.02	521,504	25-Mar-29	24-Mar-30	24-Mar-30	24-Mar-30	24-Mar-30	24-Mar-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	136.27	559,754	25-Mar-30	24-Mar-31	24-Mar-31	24-Mar-31	24-Mar-31	24-Mar-31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	142.62	600,104	25-Mar-31	24-Apr-01	24-Apr-01	24-Apr-01	24-Apr-01	24-Apr-01	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	149.07	643,654	25-Mar-31	24-Apr-02	24-Apr-02	24-Apr-02	24-Apr-02	24-Apr-02	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	155.62	690,304	25-Mar-31	24-Apr-03	24-Apr-03	24-Apr-03	24-Apr-03	24-Apr-03	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	162.27	740,154	25-Mar-31	24-Apr-04	24-Apr-04	24-Apr-04	24-Apr-04	24-Apr-04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	169.02	793,404	25-Mar-31	24-Apr-05	24-Apr-05	24-Apr-05	24-Apr-05	24-Apr-05	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	175.87	850,354	25-Mar-31	24-Apr-06	24-Apr-06	24-Apr-06	24-Apr-06	24-Apr-06	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	182.82	910,704	25-Mar-31	24-Apr-07	24-Apr-07	24-Apr-07	24-Apr-07	24-Apr-07	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	189.87	974,054	25-Mar-31	24-Apr-08	24-Apr-08	24-Apr-08	24-Apr-08	24-Apr-08	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	197.02	1,040,404	25-Mar-31	24-Apr-09	24-Apr-09	24-Apr-09	24-Apr-09	24-Apr-09	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	204.27	1,118,654	25-Mar-31	24-Apr-10	24-Apr-10	24-Apr-10	24-Apr-10	24-Apr-10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	211.62	1,200,104	25-Mar-31	24-Apr-11	24-Apr-11	24-Apr-11	24-Apr-11	24-Apr-11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	219.07	1,284,654	25-Mar-31	24-Apr-12	24-Apr-12	24-Apr-12	24-Apr-12	24-Apr-12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100	Mingua's	2,237	1	226.62	1,372,304	25-Mar-31	24-Apr-13	24-Apr-13	24-Apr-13	24-Apr-13	24-Apr-13	\$0	\$0												

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29 North Wacker Drive
1799 East Tenth
6/28/99

MO	NO	NAME	NOA	LVL	RATE	BASE	REV.	DATE	CHANGE	DATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL		
310		Young Tents Inc.	7,180	5	16.00	115,812	115,812	15-May-99	14-May-00		50	50	50	50	50	50	50	50	50	50	50	50	50	518,990	
		Young Tents Inc.			16.78	197,685	197,685	15-May-00	14-May-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	518,990
					17.28	201,540	201,540	15-May-01	14-May-02		50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
					21.41	209,666	209,666	15-May-02	14-May-03		50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
					21.26	215,909	215,909	15-May-03	14-May-04		50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
		Caltrans Space	5,131	5																					
		Total SF Per Floor 5																							
650		Griffis & Associates	1,970	6	16.85	66,804	66,804	01-Aug-92	31-Mar-93		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Griffis & Associates			17.15	69,332	69,332	01-Aug-93	31-Mar-94		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					17.88	70,477	70,477	01-Aug-94	31-Mar-95		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					18.34	70,889	70,889	01-Aug-95	31-Mar-96		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					18.60	70,827	70,827	01-Aug-96	31-Mar-97		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					18.96	72,334	72,334	01-Aug-97	31-Mar-98		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.36	76,861	76,861	01-Aug-98	31-Mar-99		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.74	78,178	78,178	01-Aug-99	31-Mar-00		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					20.14	78,945	78,945	01-Aug-00	31-Mar-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					1.16	4,006	4,006	01-Aug-93	31-Mar-02	CHG	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Griffis & Associates	965		18.34	17,865	17,865	01-Aug-97	31-Mar-98		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Griffis & Associates			18.79	18,518	18,518	01-Aug-98	31-Mar-99		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.15	19,080	19,080	01-Aug-99	31-Mar-00		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.55	19,631	19,631	01-Aug-00	31-Mar-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					20.55	20,222	20,222	01-Aug-01	31-Mar-02		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					21.15	20,823	20,823	01-Aug-02	31-Mar-03		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					0.81	605	605	01-Aug-92	31-Mar-02	CHG	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Unbonded Space	7,059																						
		Total SF Per Floor 6																							
702		APFACD	1,637	7	12.83	45,201	45,201	01-Nov-90	31-Dec-91		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		APFACD			12.85	47,448	47,448	01-Nov-91	31-Dec-92		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					13.06	51,215	51,215	01-Nov-92	31-Dec-93		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					13.27	51,744	51,744	01-Nov-93	31-Dec-94		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					13.48	54,228	54,228	01-Nov-94	31-Dec-95		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					22.20	54,098	54,098	01-Nov-95	31-Dec-96		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					22.42	56,655	56,655	01-Nov-96	31-Dec-97		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					22.62	57,164	57,164	01-Nov-97	31-Dec-98		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					22.87	57,795	57,795	01-Nov-98	31-Dec-99		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					23.10	58,374	58,374	01-Nov-99	31-Dec-00		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					23.19	58,951	58,951	01-Nov-00	31-Dec-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					1.68	4,251	4,251	01-Nov-90	31-Dec-01	CHG	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		APFACD - APFACD	2,025	7	13.77	13,859	13,859	11-May-92	31-Mar-93		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		APFACD			11.50	37,663	37,663	01-Nov-92	31-Dec-93		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					18.87	38,212	38,212	01-Nov-93	31-Dec-94		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.25	38,981	38,981	01-Nov-94	31-Dec-95		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					19.63	39,751	39,751	01-Nov-95	31-Dec-96		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					20.09	40,501	40,501	01-Nov-96	31-Dec-97		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					21.50	43,335	43,335	01-Nov-97	31-Dec-98		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					21.15	44,154	44,154	01-Nov-98	31-Dec-99		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					21.81	46,191	46,191	01-Nov-99	31-Dec-00		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					24.19	47,587	47,587	01-Nov-00	31-Dec-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					1.12	2,112	2,112	11-May-92	31-Mar-02	CHG	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Boone	1,622	7	18.08	30,115	30,115	06-Sep-90	31-Oct-97		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Boone			21.88	31,753	31,753	01-Nov-97	31-Oct-01		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
					4.51	7,515	7,515	06-Sep-90	31-Oct-01	CHG	50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Boone - Management Office	150	5	21.61	3,245	3,245	04-Nov-97	31-Nov-00		50	50	50	50	50	50	50	50	50	50	50	50	50	50	
		Unbonded Space	6,445																						
		Total SF Per Floor 7																							



NO	NAME	NRA	NRA	BASE	BASE	REV.	REV.	CHG	CHG	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL	
800	AFSCME		12,781	12,781	12,777	227,118	227,118	01-Aug-87	31-Oct-90	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					12,785	221,153	221,153	01-Nov-90	31-Dec-92	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					20,841	266,464	266,464	01-Jan-93	31-Dec-93	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					21,026	279,852	279,852	01-Jan-94	31-Dec-94	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					21,448	274,526	274,526	01-Jan-95	31-Dec-95	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					22,200	283,728	283,728	01-Nov-96	31-Dec-97	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					22,622	286,550	286,550	01-Nov-98	31-Dec-99	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					22,622	289,106	289,106	01-Nov-99	31-Dec-00	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					23,877	292,391	292,391	01-Jan-00	31-Dec-01	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					23,333	298,181	298,181	01-Jan-01	31-Dec-02	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					1,400	21,501	21,501	01-Aug-87	31-Dec-02	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
	Total SF Per Phase 8		12,781							30	30	30	30	30	30	30	30	30	30	30	30	3,240	
900	Metron		12,785	12,785	12,785	245,659	245,659	01-Nov-87	31-Oct-97	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
					12,785	241,014	241,014	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					4,531	57,654	57,654	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Total SF Per Phase 9		12,785							30	30	30	30	30	30	30	30	30	30	30	30	3,240	
1000	Metron		12,785	12,785	12,785	245,659	245,659	01-Nov-87	31-Oct-97	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
					12,785	241,014	241,014	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
					4,531	57,654	57,654	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	30	3,240
	Total SF Per Phase 10		12,785							30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Metron (Drumbeat)				8.75	31,103	31,103	11-Jul-87	10-Sep-88	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
					10.00	44,700	44,700	01-Oct-98	10-Sep-03	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Metron - Storage				1.586	12.30	15,825	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	McDonald's - Storage				557	12.30	15,825	01-Nov-87	31-Oct-02	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Laboratory - Storage				616	12.00	7,392	01-Jun-89	31-Dec-99	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Unkempt Space				4,859	12.00	58,308	01-Jun-89	31-Dec-99	30	30	30	30	30	30	30	30	30	30	30	30	3,240	
	Total SF Income/Other									30	30	30	30	30	30	30	30	30	30	30	30	3,240	

Property of Cook County Clerk's Office

99682156

EXHIBIT C

Personal Property

All of Borrower's "Equipment" and "Fixtures," as such terms are used in the Uniform Commercial Code, that are now or are hereafter attached to or located at the real property described on Exhibit A, together with all additions, accessions, accessories, parts, parts, fittings, substitutes for such property, all proceeds and products of such property, all insurance payments and awards for and related to such property and all records, drawings, schematics and plans for such property. The Collateral includes, but is not limited to all of Borrower's right, title and interest in and to the following, to the extent attached to or located at the above-described real property: (a) all machinery, fittings, fixtures, apparatus, equipment and articles used to supply heat, gas, electricity, air conditioning, water, light, waste disposal, power refrigeration, ventilation or fire or sprinkler protection, (b) all elevators, escalators, overhead cranes, hoists and assists, power driven machinery and equipment and other similar machinery and equipment, (c) all furniture, furnishings, supplies, draperies, maintenance and repair equipment and supplies, floor coverings, screens, storm windows, blinds, awnings, appliances, building supplies and materials, shrubbery and plants, and (d) all interest of Borrower in any of the above-described property hereafter acquired; however, the Collateral excludes the trade fixtures, inventory and removable personal property owned by any tenant or licensee of the real property. The enumeration of any specific articles of the Collateral shall in no way be held to exclude any items of property not specifically enumerated. The Collateral also includes all rents, issues and profits and security deposits arising from the above-described real and personal property, and all accounts held by Lender (including, but not limited to, all escrow accounts) for the payment of: real estate taxes and assessments relating to the above-described real property; insurance premiums relating to the above-described real property; or repairs, replacements or improvements to the above-described real or personal property.

Clerk's Office