

UNOFFICIAL COPY

99741473

8/26/00 153 001 Page 1 of 21
1999-08-04 09:27:49
Cook County Recorder 61.50

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601
Attn: John T. Cusack, Esq.



99741473

1473

This space reserved for Recorder's use only.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made as of this 30 day of July, 1999, by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under that certain Trust Agreement dated November 14, 1979, amended May 9, 1983, and known as Trust No. 48322 ("Maker"), PALMOLIVE VENTURE, an Illinois Limited Partnership ("Palmolive"), (Maker and Palmolive together, the "Borrower"), LEHNDORFF 919 MICHIGAN ASSOCIATES, a Texas joint venture ("Lender"). Borrower, Palmolive, and Lender are referred to hereinafter collectively as the "Parties".

RECITALS:

A. Lender has heretofore made a loan (the "Loan") in the maximum principal amount of Sixty Seven Million Three Hundred Ninety Eight Thousand Four Hundred Eighty Five and No/100 Dollars (\$67,398,485.00) in connection with certain real estate located in Cook County, Illinois, described on Exhibit A attached hereto and made a part hereof (the "Property"). The Loan is evidenced by (i) that certain Mortgage Note (the "First Note") dated July 13, 1989 from Borrower and payable to the order of Lender in the principal sum of Eleven Million Three Hundred Thirty Thousand and No/100 Dollars (\$11,330,000.00); (ii) that certain Mortgage Note (the "Second Note") dated July 13, 1989 from Borrower and payable to the order of Lender in the principal sum of Fifty Six Million Sixty Eight Thousand Four Hundred Eighty Five and No/100 Dollars (\$56,068,485.00), and (iii) that certain Loan Agreement dated July 13, 1989 between Borrower and Lender (the "Loan Agreement"). The First Note and the Second Note are sometimes referred to herein collectively as the "Notes".

B. The Notes are secured by, among other things, (i) that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement and Financing Statement dated as of

July 13, 1989, executed by Borrower in favor of Lender, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 89334938 (the "Mortgage"), which encumbers the Property and (ii) that certain Assignment of Rents and Leases dated as of July 13, 1989 (the "Assignment of Rents") made by Borrower in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89334939. The Note, the Loan Agreement, the Mortgage, the Assignment of Rents, and all other documents executed in connection with the Loan, including but not limited to Security Documents, as defined in the Loan Agreement, in their original form and as previously amended and as hereby amended are sometimes collectively referred to herein as the "Loan Documents").

C. Lender and Borrower desire to amend the Note and the Loan Documents to extend the maturity date and modify certain other provisions as provided herein but not otherwise.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the Recitals set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to modify the Loan Documents as provided herein (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree and amend the Notes, the Loan Agreement, the Mortgage, the Assignment of Rents and the other Loan Documents, as follows:

1. **Amendment to Second Note.** Effective as of the date of this Agreement, the Second Note is hereby amended by deleting Section (iv) in its entirety and inserting the following in lieu thereof: "(iv) on the earlier to occur of an acceleration of the sums due hereunder upon an Event of Default or September 8, 1999 all principal and accrued but unpaid interest shall be payable in full"; and

2. **Amendment to First Note.** The reference to "August 1, 1999" in the second grammatical paragraph of the First Note is hereby deleted and the date "September 8, 1999" substituted in lieu thereof.

3. **Amendment to Loan Agreement.** The Maturity Date as defined in Section 1.1 (kkk) of the Loan Agreement is hereby amended by deleting "August 1, 1999" (the "Old Second Note Maturity Date") and inserting "September 8, 1999" (the "New Second Note Maturity Date") in lieu thereof.

4. **Amendment to Mortgage and Other Loan Documents.** The reference to the Old Second Note Maturity Date in the second "Whereas" clause of the Mortgage is hereby deleted and a reference to the New Second Note Maturity Date is hereby inserted in lieu thereof. Any other

references to the Old Second Note Maturity Date in the Loan Documents are hereby deleted and the New Second Note Maturity Date is hereby inserted in lieu thereof.

5. **Expenses.** Borrower shall promptly pay all costs and expenses incurred by Lender in connection with this Agreement including, without limitation, recording fees, reasonable attorneys' fees and expenses.

6. **Miscellaneous.**

a. Any references to the Notes, Loan Agreement, Mortgage, Assignment of Rents or any other Loan Document, contained in any of the Loan Documents shall be deemed to refer to such documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

b. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

c. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

e. This Agreement is executed by American National Bank and Trust Company of Chicago ("American National") not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by American National are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforced against American National, the beneficiaries thereof or their agents or representatives by reason of any of the covenants, statements, representations or warranties contained in this Agreement.

f. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than that number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

LENDER:

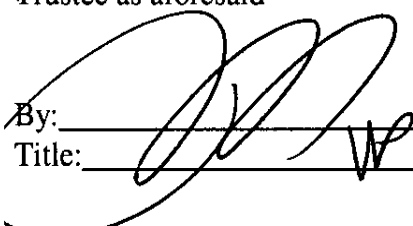
LEHNDORFF 919 MICHIGAN ASSOCIATES, a Texas joint venture

By: **L&B REALTY ADVISORS, INC.**,
a Delaware corporation, its
partnership manager

By: 
Its: **Paul C. Chapman**
Executive Vice President

BORROWER:

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

By: 
Title: _____

Attest: Attestation not required by American National Bank and Trust Company of Chicago Bylaws
Title: _____

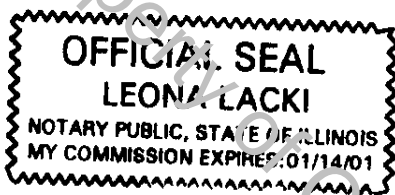
PALMOLIVE VENTURE, an Illinois limited partnership

By: 
Edward Ross
General Partner

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, LEONA LACKI, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that EDWARD ROSS, a general partner of Palmolive Venture, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 1999 .



Leona Lacki
Notary Public

My commission Expires: _____

COOK County Clerk's Office

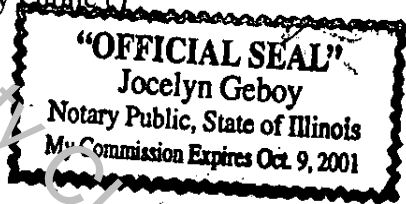
UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)SS.
)

I, JOCELYN GEBOY, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kasprzyk, personally known to me to be VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and _____ who is personally known to me to be the _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day and personally and severally acknowledged that as such _____ and _____ they signed and delivered said instrument and caused the corporate seal of said Bank, to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 1999 .

Jocelyn Geboy
Notary Public



My commission Expires: _____

UNOFFICIAL COPY

99741473

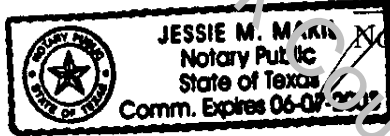
STATE OF ~~ILLINOIS~~ ^{TEXAS})
)SS.
COUNTY OF DALLAS)

L&B Realty Advisors, Inc., a Delaware corporation,

I, JESSIE M. MAKIL, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that PAUL C. CHAPMAN, personally known to me to be the Executive Vice President of ~~Lehndorf U.S. Equities, Inc., a Texas joint venture~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day and personally and severally acknowledged that as such he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of July, 1999.

Jessie M. Makil



My commission Expires: _____

UNOFFICIAL COPY

99741473

EXHIBIT A

Legal Description

Parcel 1

The North half of that certain tract of land described as follows: Lots 23 to 31 both inclusive in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian upon which parcel there is located the building commonly known as 917 N. Michigan Avenue.

Parcel 2 - Easement

The easement for light, air and view for the benefit of Parcel 1 over and upon the premises described as follows: commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the zenith, at a point on the South line of Parcel 1, 62 feet East of the Westerly line of said Parcel 1, thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid, being a continuation of the Westerly line of Parcel 1 extended South) a distance of 25 feet to a point in said Lot 26, thence East along a line parallel to the South line of Parcel 1 a distance of 88 feet to a point in Lot 24 in said Allmendinger's Lake Shore Drive Addition to Chicago aforesaid, thence North along a line parallel to the Westerly line of Lot 26 and 27 aforesaid a distance of 25 feet to the South line of Parcel 1, thence West along the South Line of Parcel 1 a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive-Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as Trust No. 19104, dated March 31, 1928 and recorded April 30, 1928 as Document No. 10005790 and also recorded on June 21, 1932 as Document No. 11106014, all in the Recorder's Office of Cook County, Illinois.

AMENDMENT TO LEASE AND MEMORANDUM OF LEASE

This **AMENDMENT TO LEASE** and **MEMORANDUM OF LEASE** (this "**Amendment**") is made as of this 30 day of July, 1999 by and between **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO**, a national banking association, not personally but solely as Trustee under that certain Trust Agreement dated November 14, 1979, amended May 9, 1983, and known as Trust No. 48322 ("**Lessee**") and **LEHNDORFF 919 MICHIGAN ASSOCIATES**, a Texas joint venture ("**Lessor**").

WITNESSETH:

WHEREAS, Lessors's predecessor-in-interest, The Prudential Insurance Company of America ("**Prudential**") and Lessee's predecessor-in-interest, 2000 Corporation ("**2000**") entered into that certain Lease dated December 26, 1958 (the "**Original Lease**"), as amended by certain Amendments to Lease dated November 30, 1961, May 31, 1983 and July 20, 1989 (collectively, the "**Amendments**") (the Original Lease and the Amendments together, the "**Lease**") relating to certain property commonly known as 919 North Michigan Avenue, Chicago, Illinois, which property is legally described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**") (all capitalized terms employed herein, unless otherwise defined herein, shall have the meanings ascribed thereto in the Lease).

WHEREAS, Lessor has succeeded to all right, title and interest of Prudential, as lessor under the Lease.

WHEREAS, Lessee has succeeded to all right, title and interest of 2000, as lessee under the Lease.

WHEREAS, the Lessor and Lessee executed and recorded a certain Memorandum of Third Amendment To Lease dated as of July 13, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 21, 1989, as Document Number 89334236 (the "**Memorandum**") relating to the Lease.

WHEREAS, Lessor and Lessee desire to amend the Lease and the Memorandum to reflect the extension of the Maturity Date of the Second Note (as such term is employed in Section 1.1(kkk) of that certain Loan Agreement dated July 13, 1989 (the "**Loan Agreement**") by and among Lessor, Lessee and Palmolive Venture, an Illinois limited partnership ("**Palmolive**") and to modify certain other provisions as provided herein but not otherwise.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are incorporated in this Amendment as though set forth fully herein below.

2. **Option to Purchase.** Article 34 of the Lease is hereby amended as follows:

a. Section 34.01(a) is hereby deleted in its entirety and the following shall be inserted in lieu thereof: "Option Agreement' means that certain Option Agreement, dated July 13, 1989 by and among Lessor, Lessee, Palmolive and Palmolive Partners Limited Partnership, an Illinois limited partnership, as amended by that certain Amendment to Option Agreement and Memorandum of Option dated July 30, 1999."

b. Section 34.01(k) is hereby deleted in its entirety and the following shall be inserted in lieu thereof: "' Maturity Date means the Maturity Date of the Second Note as defined in Section 1.1(kkk) in that certain Loan Agreement, as amended by the Modification Agreement dated July 30, 1999.'"

3. **Amendment of Memorandum.** From and after the date hereof, all references to the Lease as set forth in the Memorandum shall be deemed to refer the Lease as modified by this Amendment. This Amendment shall be promptly recorded against the title to the Real Property to memorialize the matters set forth herein.

4. **Integration of this Amendment and the Lease.** This Amendment and the Lease shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail. As amended by this Amendment, the Lease shall remain in full force and effect, in accordance with its terms.

5. **Integration of this Amendment and the Memorandum.** This Amendment and the Memorandum shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Memorandum, the terms and provisions of this Amendment shall, in all instances, control and prevail. As amended by this Amendment, the Memorandum shall remain in full force and effect, in accordance with its terms.

6. **No Personal Liability of Trustee.** This Amendment is executed by American National Bank and Trust Company of Chicago ("American National") not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by American National are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforced against American National, the beneficiaries thereof or their agents or representatives by reason of any of the covenants, statements, representations or warranties contained in this Amendment.

7. **Counterparts.** To facilitate execution, this Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making

proof of this Amendment to produce or account for more than that number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set forth above.

LESSOR:

LEHNDORFF 919 MICHIGAN ASSOCIATES,
a Texas joint venture, its general partner

By: **L&B REALTY ADVISORS, INC.,**
a Delaware corporation, its
partnership manager

By: _____
Name: _____
Its: _____ Paul C. Chapman _____
Executive Vice President _____

LESSEE:

**American National Bank & Trust
Company of Chicago,** a national banking
association, not personally but solely as
Trustee under Trust Agreement dated
November 14, 1979, amended May 9, 1983,
and known as Trust No. 48322

By: _____
Name: _____
Its: _____

UNOFFICIAL COPY

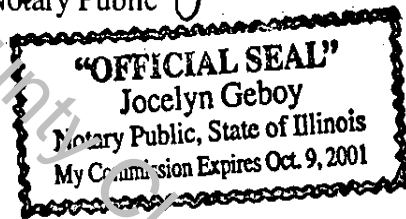
99741473

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, JOCELYN GEBOY, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kasprzyk, personally known to me to be VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and _____ who is personally known to me to be the _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day and personally and severally acknowledged that as such _____ and _____ they signed and delivered said instrument and caused the corporate seal of said Bank, to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 1999 .

Jocelyn Geboy
Notary Public



My commission Expires: _____

UNOFFICIAL COPY

99741473

TEXAS

STATE OF ~~ILLINOIS~~)
)SS.
COUNTY OF DALLAS)

L&B Realty Advisors, Inc., a Delaware corporation,

I, JESSIE M. MAKIL, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that PAUL C. CHAPMAN, personally known to me to be the Executive Vice President of ~~Lehndorff U.S. Equities, Inc., a Texas joint venture,~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day and personally and severally acknowledged that as such he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of July, 1999.



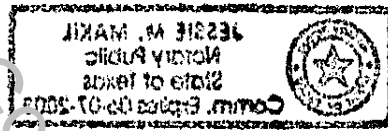
Jessie M. Makil
Notary Public

My commission Expires: _____

UNOFFICIAL COPY

0358 10 1012

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A

99741473

LEGAL DESCRIPTION

Parcel 1

The North half of that certain tract of land described as follows: Lots 23 to 31 both inclusive in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian upon which parcel there is located the building commonly known as 919 N. Michigan Avenue.

Parcel 2 - Easement

The easement for light, air and view for the benefit of Parcel 1 over and upon the premises described as follows: commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the zenith, at a point on the South line of Parcel 1, 62 feet East of the Westerly line of said Parcel 1, thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid, being a continuation of the Westerly line of Parcel 1 extended South) a distance of 25 feet to a point in said Lot 26, thence East along a line parallel to the South line of Parcel 1 a distance of 88 feet to a point in Lot 24 in said Allmendinger's Lake Shore Drive Addition to Chicago aforesaid, thence North along a line parallel to the Westerly line of Lot 26 and 27 aforesaid a distance of 25 feet to the South line of Parcel 1, thence West along the South Line of Parcel 1 a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive-Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as Trust No. 19104, dated March 31, 1928 and recorded April 30, 1928 as Document No. 10005790 and also recorded on June 21, 1932 as Document No. 11106014, all in the Recorder's Office of Cook County, Illinois.

AMENDMENT TO OPTION AGREEMENT AND MEMORANDUM OF OPTION

This **AMENDMENT TO OPTION AGREEMENT** and **MEMORANDUM OF OPTION** (this "**Amendment**") is made as of this 30 day of July, 1999 by and among **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO**, a national banking association, not personally but solely as Trustee under that certain Trust Agreement dated November 14, 1979, amended May 9, 1983, and known as Trust No. 48322 ("Trustee"), **PALMOLIVE VENTURE**, an Illinois limited partnership ("Palmolive"), and **PALMOLIVE PARTNERS LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Optionee") by its sole general partner, **LEHNDORFF 919 MICHIGAN ASSOCIATES**, a Texas joint venture ("Lehndorff"). Trustee, Palmolive, and Lehndorff are referred to hereinafter collectively as the "Parties":

WITNESSETH:

WHEREAS, the Parties executed a certain Option Agreement dated as of July 13, 1989 (the "**Original Agreement**"), relating to certain property commonly known as 919 North Michigan Avenue, Chicago, Illinois, which property is legally described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**") (all capitalized terms employed herein, unless otherwise defined herein, shall have the meanings ascribed thereto in the Original Agreement);

WHEREAS, the Parties executed and recorded a certain Memorandum of Option dated as of July 13, 1989 and recorded on July 21, 1989, as Document Number 89334937 (the "**Memorandum**") relating to the Original Agreement;

WHEREAS, Optionee exercised its option in accordance with Section 2.2 of the Original Agreement;

WHEREAS, Optionee and the Parties desire to amend the Original Agreement to extend the Closing Date, as set forth herein below; and

WHEREAS, the Parties desire to amend the Memorandum to reflect the fact that the Original Agreement is being amended hereby.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated in this Amendment as though set forth fully herein below.

2. **Extension of Closing Date.** The Closing Date is hereby extended from August 2, 1999 to September 9, 1999. All references in the Original Agreement to the Closing Date shall be deemed to refer to September 9, 1999.

3. **Amendment of Memorandum.** From and after the date hereof, all references to the Original Agreement as set forth in the Memorandum shall be deemed to refer the Original Agreement as modified by this Amendment. This Amendment shall be promptly recorded against the title to the Real Property to memorialize the matters set forth herein.

4. **Integration of this Amendment and the Agreement.** This Amendment and the Original Agreement shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Amendment shall, in all instances, control and prevail. As amended by this Amendment, the Original Agreement shall remain in full force and effect, in accordance with its terms.

5. **Integration of this Amendment and the Memorandum.** This Amendment and the Memorandum shall, for all purposes, be deemed to be one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Memorandum, the terms and provisions of this Amendment shall, in all instances, control and prevail. As amended by this Amendment, the Memorandum shall remain in full force and effect, in accordance with its terms.

6. **No Personal Liability of Trustee.** This Amendment is executed by American National Bank and Trust Company of Chicago ("American National") not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by American National are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforced against American National, the beneficiaries thereof or their agents or representatives by reason of any of the covenants, statements, representations or warranties contained in this Amendment.

7. **Counterparts.** To facilitate execution, this Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than that number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date set forth above.

OPTIONEE:

PALMOLIVE PARTNERS LIMITED
PARTNERSHIP, an Illinois limited partnership

By: Lehndorff 919 Michigan Associates,
a Texas joint venture, its general partner

By: L&B Realty Advisors, Inc., a Delaware
corporation, its partnership manager

By: _____
Name: — Paul C. Chapman —
Its: — Executive Vice President —

OWNER:

PALMOLIVE VENTURE, an Illinois
limited
partnership

By: _____
Name: EDWARD ROSS
Title: GENERAL PARTNER

TRUSTEE:

**American National Bank & Trust
Company of Chicago**, a national banking
association, not personally but solely as
Trustee under Trust Agreement dated
November 14, 1979, amended May 9, 1983,
and known as Trust No. 48322

By: _____
Name: _____
Its: _____

UNOFFICIAL COPY

39741473

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, LEONA LACKI, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that LEONARD ROSS, a general partner of Palmolive Venture, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 1999 .



Leona Lacki
Notary Public

My commission Expires: _____

Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

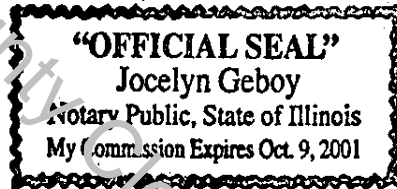
99741473

I, JOCelyn GEBOY, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kasprzyk, personally known to me to be VP of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and _____ who is personally known to me to be the _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day and personally and severally acknowledged that as such _____ and _____ they signed and delivered said instrument and caused the corporate seal of said Bank, to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of July, 1999 .

Jocelyn Geboy
Notary Public

My commission Expires: _____



UNOFFICIAL COPY

TEXAS

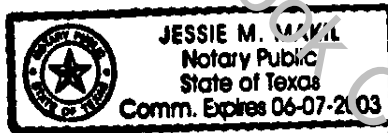
STATE OF ~~ILLINOIS~~)
)SS.
COUNTY OF DALLAS)

99741473

L&B Realty Advisors, Inc., a Delaware corporation,

I, JESSIE M. MAKIL, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that PAUL C. CHAPMAN, personally known to me to be the Executive Vice President of ~~Lehndorff U.S. Equities, Inc., a Texas joint venture,~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day and personally and severally acknowledged that as such he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of July, 1999.



Jessie M. Makil
Notary Public

My commission Expires: _____

EXHIBIT A

Parcel 1

The North half of that certain tract of land described as follows: Lots 23 to 31 both inclusive in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian upon which parcel there is located the building commonly known as 919 N. Michigan Avenue.

Parcel 2 - Easement

The easement for light, air and view for the benefit of Parcel 1 over and upon the premises described as follows: commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the zenith, at a point on the South line of Parcel 1, 62 feet East of the Westerly line of said Parcel 1, thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid, being a continuation of the Westerly line of Parcel 1 extended South) a distance of 25 feet to a point in said Lot 26, thence East along a line parallel to the South line of Parcel 1 a distance of 88 feet to a point in Lot 24 in said Allmendinger's Lake Shore Drive Addition to Chicago aforesaid, thence North along a line parallel to the Westerly line of Lot 26 and 27 aforesaid a distance of 25 feet to the South line of Parcel 1, thence West along the South Line of Parcel 1 a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive-Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as Trust No. 19104, dated March 31, 1928 and recorded April 30, 1928 as Document No. 10005790 and also recorded on June 21, 1932 as Document No. 11106014, all in the Recorder's Office of Cook County, Illinois.