



99962337

AMENDMENT OF LEASE

This Agreement made this 7th day of October, 1999 by and between Kent Maynard, Rodney Maynard as Trustee of the Rodney Maynard Revocable Trust, Gordon E. Marshall as Trustee under Trust Agreement dated February 19, 1982 and known as the Gordon E. Marshall Living Trust, and Betty M. Macfarland (collectively referred to herein as "Lessor") and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 30th, 1987 and Known as Trust # 103175-01 and Standard Bank & Trust Company as Trustee under Trust Agreement dated January 27, 1977 and Known as Trust # 5186 (collectively the "Lessee" and collectively with Lessor, the "Parties").

WITNESSETH:

WHEREAS, Lucy J. Atwater, as lessor, heretofore entered into an Indenture of Lease (hereinafter the "Original Lease") with Chauncey Keep, as lessee, dated January 31, 1912, which Original Lease was recorded in the Recorder's Office of Cook County, Illinois, on April 16, 1912 as Document No. 4947021, in Block 1, 794 of Records at page 150; and

WHEREAS, the Original Lease devised, for a term of 198 years, commencing February 1, 1912 and ending January 31, 2110, the following described premises, to wit:

All that part of Lots one (1) and two (2) in Block ten (10) in Fort Dearborn Addition to Chicago, bounded as follows, to-wit: Beginning at the northwest corner of said Block ten (10) and running thence south along the west line of said block one hundred (100) feet; thence east forty (40) feet; thence north one hundred (100) feet to the north line of said Block ten (10); thence west along said north line forty (40) feet to the place of beginning; also described as Lots one (1) and two (2) of the subdivision of Lots one (1), two (2), three (3), four (4) and five (5), in Block ten (10), in Fort Dearborn Addition to Chicago; together with the buildings and improvements thereon, now known as Number 53 East Lake Street and Numbers 179, 181, 183 and 185 North Wabash Avenue

(the "Premises"); and

WHEREAS, the Original Lease has been amended from time to time by the following:

Supplemental Indenture dated June 30, 1916 and recorded July 19, 1916 as Document 5913464;

Supplemental Indenture dated June 30, 1922 and recorded July 19, 1922 as Document 7580239;

17-10-306-001
17-10-306-002

BOX 333-CTI

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Supplemental Indenture dated March 1, 1926 and recorded June 16, 1926
in Book 22886 Page 598; and

Agreement dated January 25, 1961 and recorded on February 7, 1961 as
Document 180798656;

(referred to collectively with the Original Lease herein as the "Lease"); and

WHEREAS, Lessee has requested, and Lessor is willing to amend the Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ARTICLE SECOND, SECTION 2 of the Original Lease is deleted and replaced by the following:

SECTION 2. And the lessee does further covenant and agree to and with the lessor, her personal representatives, heirs and assigns, to pay said rent at the respective times and places and in the manner aforesaid, without any deduction or abatement whatsoever; and further, to pay all rent reserved and agreed to be paid under this lease in then lawful, legal tender currency of the United States of America.

2. ARTICLE TWENTIETH, SECTION 2 of the Original Lease is deleted.

3. ARTICLE TWENTY-THIRD, SECTION 4 of the Original Lease is deleted.

4. All other terms and conditions of the Lease remain unchanged and remain in full force and effect.

5. This Agreement and the Lease shall be construed as parts of one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

UNOFFICIAL COPY

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KENT MAYNARD, RODNEY MAYNARD AS TRUSTEE OF THE RODNEY MAYNARD REVOCABLE TRUST, GORDON E. MARSHALL AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1982 AND KNOWN AS THE GORDON E. MARSHALL LIVING TRUST, AND BETTY M. MACFARLAND

By: [Signature]
KENT MAYNARD, JR

Their: Attorney-in-Fact

American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 30th, 1987 and Known as Trust # 103175-01

By: [Signature]
Its: _____

Standard Bank & Trust Company as Trustee under Trust Agreement dated January 27, 1977 and Known as Trust # 5186

By: [Signature]
Patricia Ralphson, T. O.

Its: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in account of any Warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

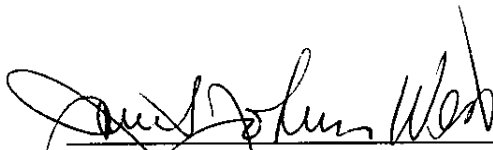
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JANET JOHNSON WEST, a notary public in and for the County and State
aforesaid, do hereby certify, that Kent Maynard, Jr. ^{ATTORNEY-IN-FACT} personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he signed, sealed and delivered the said instrument as his free and
voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of October,
1999.



NOTARY PUBLIC
My Commission Expires: _____

"OFFICIAL SEAL"
JANET JOHNSON WEST
Notary Public, State of Illinois
My Commission Expires 3/12/01