



99147097

99147097  
9661/0049 16 001 Page 1 of 12  
1999-02-11 11:06:02  
Cook County Recorder 43.50

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Kelley Dye & Warren  
777 South Figueroa Street, Suite 2700  
Los Angeles, CA 90017  
Attention: Ronald D. Husdon, Esq.

RR & Coe 9/500096N

**MODIFICATION OF AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF LEASES AND RENTS  
(QUAKER)**

THIS MODIFICATION OF AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Agreement") is made as of October 30, 1998, by SHUWA RIVERFRONT LIMITED PARTNERSHIP ("Assignor"), and THE SUMITOMO BANK, LIMITED, LOS ANGELES BRANCH ("Assignee").

WHEREAS, Assignor previously executed and delivered to and in favor of Assignee that certain Amended and Restated Secured Promissory Note dated as of January 11, 1996 in the principal amount of \$21,000,000, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of April 30, 1996, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1996, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of January 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of April 30, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of October 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of January 30, 1998, as further amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of May 29, 1998, and as further amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1998 (as amended, the "Note");

WHEREAS, the Note was executed and delivered pursuant to the terms of that certain Amended and Restated Secured Credit Agreement dated as of January 11, 1996, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of April 30, 1996, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1996, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of January 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of April 30, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of October 31, 1997, as amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of January

# UNOFFICIAL COPY

30, 1998, as further amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of May 29, 1998, and as further amended by that certain Amendment to Loan Agreement, Note and Related Loan Documents dated as of July 31, 1998 (as amended, the "Credit Agreement") between Assignor, Shuwa Investments Corporation, Shuwa Corporation of Chicago, Shuwa Wacker Corporation and Assignee;

WHEREAS, in connection with the execution and delivery of the Note, Assignor executed and delivered to Assignee that certain Amended and Restated Mortgage and Security Agreement dated as of January 11, 1996 and recorded on February 29, 1996 in the Official Records of the Cook County Recorder (the "Official Records") as Instrument Number 96157847, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of April 30, 1996 and recorded on June 7, 1996 as Instrument Number 96437349, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of July 31, 1996 and recorded on October 17, 1996 in the Official Records as Instrument Number 96791184, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of January 31, 1997 and recorded on February 27, 1997 in the Official Records as Instrument Number 97137413, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of April 30, 1997 and recorded on May 15, 1997 in the Official Records as Instrument Number 97346722, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of July 31, 1997 and recorded on August 25, 1997 in the Official Records as Instrument Number 97622330, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of October 31, 1997 and recorded on November 19, 1997 in the Official Records as Instrument Number 97867977, as amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of January 30, 1998 and recorded on February 17, 1998 in the Official Records as Instrument No. 98123716, as further amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of May 29, 1998 and recorded on July 1, 1998 in the Official Records as Instrument No. 98565528, and as further amended by that certain Modification of Amended and Restated Mortgage and Security Agreement dated as of July 31, 1998 and recorded on September 3, 1998 in the Official Records as Instrument No. 98-790213 (as amended, the "Mortgage").

WHEREAS, in connection with the execution and delivery of the Note, Assignor executed and delivered to Assignee that certain Amended and Restated Collateral Assignment of Leases and Rents dated as of January 11, 1996 and recorded on February 29, 1996 in the Official Records as Instrument Number 96157848, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of April 30, 1996 and recorded in the Official Records on June 7, 1996 as Instrument Number 96437350, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of July 31, 1996 and recorded in the Official Records on October 17, 1996 as Instrument Number 96791185, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of January 31, 1997 and recorded in the Official Records on February 27, 1997 as Instrument No. 97152710, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of April 30, 1997 and recorded in the Official Records on May 15, 1997 as Instrument No.

# UNOFFICIAL COPY

97346723, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of July 31, 1997 and recorded in the Official Records on August 25, 1997 as Instrument Number 97622331, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of October 31, 1997 and recorded in the Official Records on November 19, 1997 as Instrument Number 97867978, as amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of January 30, 1998 and recorded in the Official Records on February 17, 1998 as Instrument Number 98123717, as further amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of May 29, 1998 and recorded in the Official Records on July 1, 1998 as Instrument Number 98565529, and as further amended by that certain Modification of Amended and Restated Collateral Assignment of Leases and Rents dated as of July 31, 1998 and recorded in the Official Records on September 3, 1998 as Instrument Number 98790214 (as amended, the "Assignment of Leases");

WHEREAS, the Assignment of Leases encumbers that certain real property owned by Assignor described in Exhibit "A" hereto; and

WHEREAS, the parties have amended the terms of the Credit Agreement and the Note pursuant to that certain Amendment to Loan Agreement, Note and Related Loan Documents of even date herewith (the "Amendment").

NOW THEREFORE, in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

1. The Assignment of Leases is hereby modified as follows:
  - (a) all references therein to the term "Note" shall mean and refer to the Note as amended by the Amendment;
  - (b) all references therein to the term "Credit Agreement" shall mean and refer to the Credit Agreement as amended by the Amendment; and
  - (c) all references therein to the term "Mortgage" shall mean and refer to the Mortgage as amended by the Amendment and the documents and instruments delivered pursuant thereto.
2. The provisions hereof shall bind and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.
3. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth for such terms in the Assignment of Leases.

99147097

# UNOFFICIAL COPY

4. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.

5. Except as amended herein, the Assignment of Leases shall remain in full force and effect as originally written. By signing this Agreement, Assignor hereby reaffirms all of its obligations under the Assignment of Leases.

Property of Cook County Clerk's Office

99147097


# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

SHUWA RIVERFRONT LIMITED  
PARTNERSHIP, and Illinois limited partnership

By: Shuwa Corporation of Chicago,  
its general partner

SIGNATURE MUST BE NOTARIZED

By:   
Takaji Kobayashi,  
President

THE SUMITOMO BANK, LIMITED,  
LOS ANGELES BRANCH

SIGNATURE MUST BE NOTARIZED

By:   
Name: GORO HIRAI  
Title: JOINT GENERAL MANAGER

# UNOFFICIAL COPY

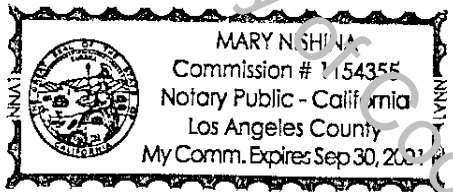
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of LOS ANGELES } ss.

On FEBRUARY 2, 1999, before me, MARY NISHINA, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared TAKAJI KOBAYASHI  
Name(s) of Signer(s)

Personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Mary Nishina  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

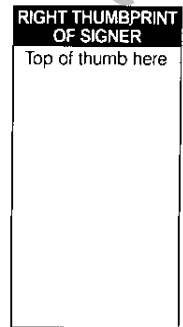
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



99147097



# UNOFFICIAL COPY

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

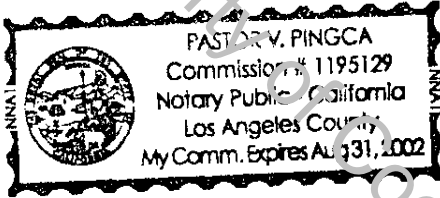
County of LOS ANGELES } ss.

On 2/3/99, before me, PASTOR V. PINGCA - NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GORO HIRAI  
Name(s) of Signer(s)

- personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Pastor V. Pingca  
Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

99147097

# UNOFFICIAL COPY

PARCEL 1:

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

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

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

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

PARCEL 2:

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

99147097



# UNOFFICIAL COPY

HOTEL LIMITED PARTNERSHIP, OVER, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

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

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

AND

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

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

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE PARKING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NO. 86025945 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102, OVER, ACROSS, UNDER AND

99147097

# UNOFFICIAL COPY

UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

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

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

AND

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE +60.00 FEET ABOVE CHICAGO CITY DATUM BOUNDED AND DESCRIBED AS FOLLOWS:

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

PARCEL 4:

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

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39

99147097

# UNOFFICIAL COPY

NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 3 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT OF THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

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

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

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

99147097

# UNOFFICIAL COPY

FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 26.16 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90 DEGREES EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90 DEGREES WEST A DISTANCE OF 1.96 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NO. 17-09-409-006-0000, VOLUME 501.

PROPERTY ADDRESS: 321 N. CLARK STREET, CHICAGO

Property of Cook County Clerk's Office

99147097