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THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

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2000-11-21 11:06:09
Cook County Recorder 73.00



PERMANENT TAX INDEX NUMBERS:

- 14-29-122-049-1001
- 14-29-122-049-1002
- 14-29-122-049-1003
- 14-29-122-049-1004
- 14-29-122-049-1005

PROPERTY ADDRESS:

Units 1, 2, 3, 4 and 5
2950-2954 North Lincoln Avenue
Chicago, Illinois 60657

SECOND LOAN MODIFICATION,
ASSUMPTION AND EXTENSION AGREEMENT

This SECOND LOAN MODIFICATION, ASSUMPTION AND EXTENSION AGREEMENT dated as of September 15, 2000 (the "Second Amendment"), is executed by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not personally, but solely as Successor Trustee ("Trust 117651-04") under a Trust Agreement dated November 1, 1993 and known as Trust No. 117651-04 (the "117651-04 Trust Agreement"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not personally, but solely as Successor Trustee ("Trust RV-012280") under a Trust Agreement dated November 5, 1993 and known as Trust No. RV-012280 (the "RV-012280 Trust Agreement"), COLE TAYLOR BANK, an Illinois banking corporation, whose address is 111 West Washington Street, Suite 650, Chicago, Illinois 60602, not personally, but solely as Trustee ("Trust 93-6026") under a Trust Agreement dated November 3, 1993 and known as Trust No. 93-6026 (the "93-6026 Trust Agreement"), CHICAGO TITLE LAND TRUST COMPANY, formerly known as Chicago Title and Trust Company, an Illinois corporation, whose address is 171 North Clark Salle Street, 5th Floor, Chicago, Illinois 60601, not personally, but solely as Trustee ("Trust 1098352"; Trust 117651-04, Trust RV-012280, Trust 93-6026 and Trust 1098352 being collectively referred to herein as the "Mortgagors") under a Trust Agreement dated November 4, 1993 and known as Trust No. 1098352 (the "1098352 Trust Agreement"), MICHAEL I. BROWN ("Brown"), BENJAMIN WEISS ("Weiss")

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and JAY LANDMAN ("Landman"; Brown, Weiss and Landman each sometimes being referred to herein as a "Guarantor" and collectively as the "Guarantors"; the Mortgagors and the Guarantors being collectively referred to herein as the "Borrowers"), whose addresses are c/o Brown, Udell & Pomerantz, 2950 North Lincoln Avenue, Chicago, Illinois 60657, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, as successor by merger to LaSalle Bank NI, formerly known as LaSalle Bank Lake View (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

WITNESSETH:

A. The Lender made a mortgage loan (the "Loan") to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee (the "Original Mortgagor") under a Trust Agreement dated July 2, 1990 and known as Trust No. 112262-06 (the "112262-06 Trust Agreement") and the Guarantors in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), evidenced by that certain Installment Note dated August 21, 1990 (the "Note"), jointly and severally executed by the Original Mortgagor and the Guarantors and made payable to bearer.

B. As of the date of the Note the Original Mortgagor was the record owner of the fee simple estate in and to the real estate and the improvements located thereon (the "Premises"), which Premises are legally described in the Mortgage (as hereinafter defined).

C. The fee interest of the Original Mortgagor in and to:

- (i) Unit 1 of the Premises was conveyed by the Trustee to Trust 117651-04 under and pursuant to those certain Trustee's Deeds In Trust dated March 11, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 30, 1994 as Document No. 04086253;
- (ii) Unit 2 of the Premises was conveyed by the Trustee to Trust 117651-04 under and pursuant to those certain Trustee's Deeds In Trust dated March 13, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 30, 1994 as Document No. 04086252;
- (iii) Unit 3 of the Premises was conveyed by the Trustee to Trust RV-012280 under and pursuant to those certain Trustee's Deeds In Trust dated April 10, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 30, 1994 as Document No. 04086251;
- (iv) Unit 4 of the Premises was conveyed by the Trustee to Trust 93-6026 under and pursuant to those certain Trustee's Deeds In Trust dated April 25, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 30, 1994 as Document No. 04086250; and

- (v) Unit 5 of the Premises (as hereinafter defined) was conveyed by the Trustee to Trust 1098352 under and pursuant to those certain Trustee's Deeds In Trust dated March 25, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on December 30, 1994 as Document No. 04086249.

D. The Note is secured by, among other things, the following documents (together with any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Original Loan Documents"):

- (i) Trust Deed dated August 21, 1990, executed by the Original Mortgagor to Chicago Title & Trust Company, as Trustee for the benefit of the Lender, and registered with the Office of the Registrar of Titles of Cook County, Illinois on September 6, 1990 as Document Number LR 3909733 (the "Mortgage"), which Mortgage encumbers the Premises;
- (ii) Lease and Rent Assignment dated August 21, 1990, executed by the Original Mortgagor to Chicago Title & Trust Company, as Trustee for the benefit of the Lender, and registered with the Office of the Registrar of Titles of Cook County, Illinois on September 6, 1990 as Document Number LR 3909734 (the "Assignment of Rents"), which Assignment of Rents encumbers the Premises;
- (iii) Assignment under Land Trust and Security Agreement dated August 21, 1990, jointly and severally executed by the Guarantors to and for the benefit of the Lender and accepted by the Original Mortgagor (the "Original Collateral Assignment"), which Original Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantors, as beneficiary, in the 112262-06 Trust Agreement;
- (iv) Mortgage Loan Guaranty dated August 21, 1990, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Guaranty").
- (v) Assignment under Land Trust and Security Agreement dated December 23, 1994, jointly and severally executed by the Guarantors, doing business as 2950 N. Lincoln Building Partnership (the "Partnership") to and for the benefit of the Lender and accepted by Trust 117651-04 (the "Trust 117651-04 Collateral Assignment"), which Trust 117651-04 Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantors, as beneficiary, in the 117651-04 Trust Agreement;
- (vi) Assignment under Land Trust and Security Agreement dated December 23, 1994, jointly and severally executed by the Guarantors, doing business as the partnership, to and for the benefit of the Lender and accepted by Trust RV-012280 (the "Trust RV-012280 Collateral Assignment"), which Trust RV-012280 Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantors, as beneficiary, in the RV-012280 Trust Agreement;

- (vii) Assignment under Land Trust and Security Agreement dated December 23, 1994, jointly and severally executed by the Guarantors to and for the benefit of the Lender and accepted by Trust 93-6026 (the "Trust 93-6026 Collateral Assignment"), which Trust 93-6026 Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantors, as beneficiary, in the 93-6026 Trust Agreement; and
- (viii) Assignment under Land Trust and Security Agreement dated December 23, 1994, jointly and severally executed by the Guarantors to and for the benefit of the Lender and accepted by Trust 1098352 (the "Trust 1098352 Collateral Assignment"), which Trust 1098352 Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantors, as beneficiary, in the 1098352 Trust Agreement").

E. Under and pursuant to that certain Loan Modification and Extension dated September 15, 1995, executed by and between the Original Mortgagor and the Lender (the "First Amendment"; the Original Loan Documents, as modified and amended by the First Amendment being collectively referred to herein as the "Loan Documents"), the maturity date of the Loan was extended from September 15, 1995 to September 15, 2000, the interest rate was decreased from 10.75% per annum to 8.20% per annum, and the repayment terms of the Loan were modified.

F. The Borrowers have requested to modify and amend the Loan Documents to provide for a further extension of the maturity date, interest rate and repayment terms of the Loan, and the Lender has agreed to modifications, provided the Borrowers comply with the terms and conditions of this Second Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Second Amendment shall have the meanings assigned thereto in the Loan Agreement.
3. Assumption of Obligations; Approval of Conveyances. The Mortgagors hereby assume all of the obligations and liabilities of the Original Mortgagor to the Lender under and pursuant to the Note, the Mortgage, the Assignment of Rents, the First Amendment and any of the other Loan Documents to which the Original Mortgagor was a party, and each agrees to perform and comply with each covenant, term, condition and agreement of the Note, the Mortgage, the Assignment of Rents, the First Amendment and any such other Loan Documents

required to be performed by the Original Mortgagor thereunder. All of the covenants, conditions, terms and provisions of the Note, the Mortgage, the Assignment of Rents and the First Amendment incorporated herein, ratified by the Mortgagors and renewed as if re-executed by the Mortgagors and, in the case of the Note, the Guarantors as well, as of the date of this Second Amendment. The Lender hereby consents and approves the assignment and transfer of the Premises from the Original Mortgagor to the Mortgagors, subject to the terms and conditions of this Second Amendment and the Loan Documents, as amended hereby.

4. Extension of Maturity. The maturity date of the Loan evidenced by the Note is hereby extended from September 15, 2000 to August 15, 2005, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "September 15, 2000" is hereby changed to "August 15, 2005" each time it appears in the Loan Documents and all references to the date "September 15, 2000" shall be deemed to refer to the date "August 15, 2005".

5. Interest Rate. The outstanding principal balance of the Loan shall bear interest at a fixed per annum rate of interest equal to eight and forty four one-hundredths percent (8.44%) (the "Interest Rate"). From and after the maturity of the Loan, whether by acceleration or otherwise, the principal balance of the Loan and all accrued and unpaid interest thereon shall bear interest (the "Default Rate") at the from time to time greater of (i) a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined) plus three percent (3.00%), or (ii) the Interest Rate plus three percent (3.00%), and shall be payable upon demand from the Lender. All interest payable hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

"Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be then most recently announced by the Lender as its Prime Rate, which is not intended to be the Lender's lowest or most favorable rate of interest at any one time. The effective date of any change in the Default Rate shall for purposes hereof be the date the Prime Rate is changed by the Lender. The Lender shall not be obligated to give notice of any change in the Prime Rate.

6. Principal and Interest Payments. The indebtedness evidenced by the Note and secured by the Loan Documents (the "Indebtedness"), of which the principal amount of THREE HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED FORTY NINE and 21/100 DOLLARS (\$374,849.21) remains outstanding as of the date hereof, and all accrued interest thereon, shall be paid in installments of principal and interest each in the amount of Four Thousand Six Hundred Fifty Nine and 38/100 Dollars (\$4,659.38) commencing on October 15, 2000 and continuing on the fifteenth day of each month through and including July 15, 2005. On August 15, 2005, the Borrowers shall pay to the Lender a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon.

7. Principal Prepayments. The parties hereto acknowledge that the Loan was made on the basis and assumption that the Lender would receive the payments of principal and interest originally set forth therein, as amended hereby, for the full term thereof.

(a) Voluntary Prepayments. Provided that no default then exists under any of the Loan Documents, the Borrowers may voluntarily prepay the principal balance of the Loan, but only in whole and subject to the following conditions:

(i) Not less than thirty (30) days prior to the date upon which the Borrowers desire to make such prepayment, the Borrowers shall deliver to the Lender written notice of its intention to prepay, which notice shall be irrevocable and shall state the prepayment amount and the prepayment date (the "Prepayment Date");

(ii) The Borrowers shall pay to the Lender, concurrently with such prepayment, a prepayment premium (the "Prepayment Premium") equal to the Yield Amount (as hereinafter defined); and

(iii) The Borrowers shall pay to the Lender all accrued and unpaid interest on the Loan through the date of such prepayment on the principal balance being prepaid.

Notwithstanding the foregoing, no Prepayment Premium shall be owing if such prepayment is made on or after May 15, 2005.

(b) Mandatory Prepayment. Whenever the maturity of the Loan has been accelerated by the Lender by reason of the occurrence of a default under any of the Loan Documents, including an acceleration by reason of further encumbrance or other default, there shall be due, in addition to the outstanding principal balance, accrued interest and other sums due thereunder, the Prepayment Premium as set forth above.

(c) Yield Amount. For purposes of the Loan Documents and this Second Amendment, the "Yield Amount" shall be the amount calculated as follows:

(i) There shall first be determined, as of the Prepayment Date (which, for the purpose of this Section 6, shall include such date on which demand for a mandatory prepayment is made by the Lender following the occurrence of a default under any of the Loan Documents), the amount, if any, by which the Fixed Interest Rate exceeds the yield to maturity percentage (the "Current Yield") for the United States Treasury Note closest in maturity to the Maturity Date (the "Treasury Note") as published in *The Wall Street Journal* on the fifth business day preceding the Prepayment Date. If publication of (A) *The Wall Street Journal* or (B) the Current Yield of the Treasury Note in *The Wall Street Journal* is discontinued, the Lender, in its sole discretion, shall designate another daily

financial or governmental publication of national circulation to be used to determine the Current Yield;

(ii) The difference calculated pursuant to clause 6(c)(i) above shall be multiplied by the outstanding principal balance of the Loan as of the Prepayment Date;

(iii) The product calculated pursuant to clause 6(c)(ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365; and

(iv) The product calculated pursuant to clause 6(c)(iii) above shall be discounted at the annual rate of the Current Yield to the present value thereof as of the Prepayment Date, on the assumption that said sum would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date;

provided that the Borrowers shall not be entitled in any event to a credit against, or a reduction of, the indebtedness being prepaid if the Current Yield exceeds the Fixed Interest Rate or for any other reason.

8. Security Agreement; Financing Statement. The Borrowers and the Lender agree that the Mortgage, as amended hereby, shall constitute a Security Agreement within the meaning of the Uniform Commercial Code in effect in Illinois (the "UCC") with respect to (a) all sums at any time on deposit with the Lender for the benefit of any of the Borrowers or held by the Lender (whether deposited by or on behalf of any of the Borrowers or anyone else) pursuant to any of the provisions of the Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of the Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the UCC, and which property is referred to hereinafter as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Lender, and the Collateral and all of the Borrowers' right, title and interest therein are hereby assigned to Lender, all to secure payment of the Indebtedness. All of the provisions contained in the Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this section shall not limit the applicability of any other provision of the Mortgage but shall be in addition thereto:

(a) The Borrowers (being the Debtors as that term is used in the UCC) are and will be the true and lawful owners of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting the

Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by the Borrowers solely for business purposes.

(c) The Collateral will be kept at the Premises and will not be removed therefrom without the consent of the Lender (being the Secured Party as that term is used in the UCC). The Collateral may be affixed to the Premises but will not be affixed to any other real estate.

(d) No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and the Borrowers, at their own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to the Lender such financing statements and other documents in form satisfactory to the Lender and will do all such acts as the Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting the Lender and no other party and liens and encumbrances (if any) expressly permitted hereby; and the Borrowers will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender to be desirable.

(e) Upon an Event of Default hereunder, the Lender shall have the remedies of a secured party under the UCC, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as the Borrowers can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to the Premises, such removal shall be subject to the conditions stated in the Code); and the Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Borrowers' right of redemption in satisfaction of the obligations of the Borrowers, as provided in the UCC. The Lender may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. The Lender may require the Borrowers to assemble the Collateral and make it available to Lender for its possession at a place to be designated by the Lender which is reasonably convenient to both parties. The Lender will give the Borrowers at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the addresses of the Borrowers set forth above at least ten (10) days before the time of the sale or disposition. The Lender may buy at any public sale. The

Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If the Lender so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by the Lender, shall be applied against the Indebtedness in such order or manner as the Lender shall select. The Lender will account to the Borrowers for any surplus realized on such disposition.

(f) The terms and provisions contained in this section, unless the context otherwise requires, shall have the meanings and be construed as provided in the UCC.

(g) This First Amendment is intended to be a financing statement within the purview of Section 9-402(6) of the UCC with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of the Borrowers (Debtors) and Lender (Secured Party) are set forth above. This First Amendment is to be filed for recording with the Recorder of Deeds of the county where the Premises are located. The Mortgagees are the record owners of the Premises.

(h) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all leases between any of the Mortgagees or their agents (including any of the Guarantors) as lessor, and any tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said leases, together with all of the right, title and interest of the Mortgagees, as lessor thereunder.

9. Insurance. The Borrowers shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by policies of All Risk Replacement Cost Insurance with an Agreed Amount Endorsement and such other appropriate insurance as may be required by the Lender, all in form and substance satisfactory to the Lender. The Borrowers shall also provide liability insurance with such limits for personal injury and death and property damage as the Lender may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to the Lender, each insurer to have a Best's rating of A+:XV, with Lender clauses attached to all policies in favor of and in form satisfactory to the Lender, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to the Lender. The Borrowers shall deliver all policies, including additional and renewal policies, to the Lender, and, in the case of insurance about to expire, shall deliver renewal policies not less than 30 days prior to their respective dates of expiration.

Unless the Borrowers provide the Lender evidence of the insurance coverages required, the Lender may purchase insurance at the Borrowers' expense to cover the Lender's interest in the

Premises. The insurance may, but need not, protect the Borrowers' interests. The coverages that the Lender purchases may not pay any claim that any of the Borrowers makes or any claim that is made against any of the Borrowers in connection with the Premises. The Borrowers may later cancel any insurance purchased by the Lender, but only after providing the Lender with evidence that the Borrowers have obtained insurance as required hereby. If the Lender purchases insurance for the Premises, the Borrowers will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which the Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance which the Borrowers may be able to obtain on their own.

In case of loss or damage by fire or other casualty, the Lender is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks, or (b) to allow the Borrowers to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Lender is authorized to collect and issue a receipt for any such insurance money. At the option of the Lender, such insurance proceeds shall be applied either to reduce the Indebtedness or to reimburse the Borrowers for the cost of rebuilding and restoration of the Premises. Irrespective of whether such insurance proceeds are used to reimburse the Borrowers for the cost of said rebuilding or restoration or not, and irrespective of whether such insurance proceeds are or are not adequate for such purpose, the buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), then the Lender shall approve plans and specifications of such work before such work shall be commenced. In any case, where the insurance proceeds are used for rebuilding and restoration, such proceeds shall be disbursed in the manner and under the conditions that the Lender may require and upon the Lender being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and subcontractors' sworn statements and other evidence of cost and payments so that the Lender can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. If the estimated cost of completion exceeds the amount of the insurance proceeds available, the Borrowers immediately shall, on written demand of the Lender, deposit with the Lender in cash the amount of such estimated excess cost. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Lender, be applied on account of the Indebtedness.

10. Condemnation. If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to the Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the names of the Mortgagors and/or the Guarantors and the same shall be paid forthwith to the Lender. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Lender may declare the whole of the balance of the Indebtedness to be due and payable. Notwithstanding the provisions of this section to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Lender, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by the Mortgagors and/or the Guarantors, and the Lender hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise due and payable.

11. Events of Default. The occurrence of any one or more of the following shall constitute a default under the Loan Documents (an "Event of Default"):

- (a) default shall be made in the due and punctual payment of principal or interest of the Note, or any payment due in accordance with the terms thereof;
- (b) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions contained in any of Loan Documents, as amended hereby;
- (c) any oral or written warranty, representation, certificate or statement of any of the Borrowers to the Lender is untrue;
- (d) default shall be made in the due payment, observance or performance of any of the covenants and agreements or conditions contained in any other agreements or financing arrangements now existing or hereafter entered into between any of the Borrowers and the Lender;
- (e) any of the Borrowers shall file a petition seeking relief under the Federal Bankruptcy Code (11 U.S.C. 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its or their debts, or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days;

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(f) an order for relief shall be entered in an involuntary case against any of the Borrowers, or a trustee or a receiver shall be appointed for any of the Borrowers, or for all or any major portion of the property of any of the Borrowers, in any involuntary proceeding, or any court shall have taken jurisdiction of the property of any of the Borrowers, or the major part thereof, in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation or winding up of any of the Borrowers, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days;

(g) any of the Borrowers shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof;

(h) the entry of any judgment, levy, attachment, garnishment or other process, or the filing of any lien against the Premises or any other collateral securing this Note, and such judgment or other process shall not have been, within thirty (30) days from the entry thereof, (i) bonded over to the satisfaction of the Lender and appealed, (ii) vacated, or (iii) discharged;

(i) any event occurs or condition exists which constitutes an event of default under any other Loan Document; or

(j) any sale, conveyance, assignment, pledge, hypothecation, mortgage, encumbrance, lease (other than for actual occupancy of the Premises as consented to by the Lender) or other transfer of title to, or any interest in the Premises, or in the beneficial interest or power of direction in the 117651-04 Trust Agreement, the RV-012280 Trust Agreement, the 93-6026 Trust Agreement, the 1098352 Trust Agreement, or any portion thereof (whether voluntary or by operation of law) without the Lender's prior written consent.

Upon the occurrence of an Event of Default, the Indebtedness shall become at the option of the Lender, immediately due and payable without notice to the Borrowers. If while any insurance proceeds or condemnation awards are being held by the Lender to reimburse the Borrowers for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth herein, the Lender shall be or become entitled to and shall accelerate the Indebtedness, then and in such event, the Lender shall be entitled to apply all such insurance proceeds and to any condemnation awards then held by the Lender in reduction of the Indebtedness (less the amount thereof, if any, which is then currently payable for work completed and in place in connection with such rebuilding or restoration), and any excess held by it over the amount of the Indebtedness shall be returned to the Borrowers or any party entitled thereto without interest.

12. Lender's Performance of Defaulted Acts and Expenses Incurred by Lender. If an Event of Default has occurred, the Lender may, but need not, make any payment or perform any act required of the Borrowers under the Loan Documents in any form and manner deemed expedient by the Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of the Borrowers in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by the Lender in regard to any taxes or to protect the Premises or the lien of the Loan Documents, shall be additional Indebtedness, and shall become immediately due and payable by the Borrowers to the Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by the Lender in connection with (a) sustaining the lien of the Loan Documents or their priority, (b) protecting or enforcing any of the Lender's rights thereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting any of the Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting any of the Loan Documents or the Premises, shall be additional Indebtedness, and shall become immediately due and payable by the Borrowers to the Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this section shall be immediately due and payable by the Borrowers to the Lender, and shall be additional Indebtedness evidenced by the Note and secured by the Loan Documents. The Lender's failure to act shall never be considered as a waiver of any right accruing to the Lender on account of any Event of Default. Should any amount paid out or advanced by the Lender hereunder, or pursuant to any agreement executed by the Borrowers in connection with the Loan, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then the Lender shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Compliance with Laws; Environmental. The Premises and their present use comply, and at all times shall comply, with all applicable laws and governmental regulations including, without limitation, all federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability.

The Borrowers shall take all actions necessary to cause the Premises to be kept free of any "Hazardous Materials". As used herein, "Hazardous Materials" means any above or underground storage tanks, flammables, explosives, accelerants, asbestos, radioactive materials, radon, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, petroleum or petroleum based or related substances, hydrocarbons or like

substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including, without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (P.L. 99-499, 42 U.S.C.), The Toxic Substance Control Act of 1976 as amended, (15 U.S.C. §2601 et seq.), The Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), The Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.), The Clean Water Act, as amended (33 U.S.C. §1251, et seq.), The Clean Air Act, as amended (42 U.S.C. §7401 et seq.), The Illinois Environmental Protection Act, as amended (415 ILCS 5/1 et seq.), any so-called "Superfund" or "Superlien" law or any other applicable federal, state or local law, common law, code, rule, regulation, or ordinance, presently in effect or hereafter enacted, promulgated or implemented.

The Borrowers shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable laws, nor shall the Borrowers cause or permit, as a result of any intentional or unintentional act or omission on the part of the Borrowers or any tenant, subtenant, occupant or other entity or person, a release of Hazardous Materials onto the Premises or onto any other property.

The Borrowers shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of the Lender, and in accordance with the orders and directives of all federal, state and local governmental authorities.

None of the Borrowers nor, to the best of the Borrowers' knowledge, any previous owner, occupier, or user of the Premises, has used, generated, stored or disposed of, on, under or about the Premises any Hazardous Materials except in accordance with all applicable laws. Further, the Premises do not contain, and, to the best of the Borrowers' knowledge, have not in the past contained, any asbestos containing material in friable form and there is no current or potential airborne contamination that would be caused by maintenance or tenant finish activities in any building located on the Premises. The Borrowers shall protect, indemnify and hold harmless the Lender, its directors, officers, employees, agents, successors and assigns, from and against any and all loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials on, under or about the Premises, including, without limitation, (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises and the preparation and implementation of any closure, remedial or other plans as required by applicable law, regulation or ordinance or by any court or administrative order. This indemnity shall survive

the reconveyance of the lien of the Mortgage, or the extinguishment of the lien by foreclosure, deed in lieu of foreclosure, or any other remedy exercised by the Lender upon a default hereunder.

14. Indemnity. The Borrowers hereby jointly and severally covenant and agree that no liability shall be asserted or enforced against the Lender in the exercise of the rights and powers granted to the Lender in the Loan Documents, and the Borrowers hereby expressly waive and release any such liability. The Borrowers shall jointly and severally indemnify and save the Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against the Lender at any time by any third party which relate to or arise from: (a) any suit or proceeding (including bankruptcy proceedings), or the threat thereof, in or to which the Lender may or does become a party, either as plaintiff or as a defendant, by reason of the Loan Documents or for the purpose of protecting the lien of the Loan Documents; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to the Lender in accordance with the terms of the Loan Documents; provided, however, that the Borrowers shall not be obligated to indemnify or hold the Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of the Lender. All costs provided for herein and paid for by the Lender shall be additional Indebtedness and shall become immediately due and payable upon demand by the Lender and with interest thereon from the date incurred by the Lender until paid at the Default Rate.

15. Waiver of Jury Trial. THE BORROWERS AND THE LENDER, HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THE LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE LOAN DOCUMENTS, OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THE LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWERS AGREE THAT THEY WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED HEREUNDER OR UNDER THE NOTE OR THE MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

16. Amended Legal Description. The legal description of the Premises set forth in the Mortgage and the Assignment of Rents are hereby amended in their entirety to read as Exhibit "A" attached hereto and made a part hereof.

17. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this First Amendment to the original Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

18. Ratification and Continuing Effect of Loan Documents; Confirmation of Obligations. Each of the Borrowers hereby expressly (a) restates, ratifies and confirms in all respects all of the respective obligations and liabilities of the Original Mortgagor and/or the Guarantors under and pursuant to the Loan Documents, as amended hereby, and the liens and security interests created thereby, including, without limitation, the Mortgage, the Assignment of Rents, the Guaranty, the Trust 117651-04 Collateral Assignment, the Trust RV-012280 Collateral Assignment, the Trust 93-6026 Collateral Assignment and the Trust 1098352 Collateral Assignment, (b) agrees that such obligations and liabilities to the Lender under and pursuant to the Loan Documents shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever, except as expressly modified and amended by this Second Amendment, (c) agrees and acknowledges that the Borrowers have no defenses, claims, counterclaims or set-offs to the enforcement by the Lender of the obligations and liabilities set forth under the Loan Documents, and (d) agrees that the acceptance by the Lender of this Second Amendment and the assumption by the Mortgagors of the obligations and liabilities of the Original Mortgage under the Note, the Mortgage, the Assignment of Rents and the other Loan Documents shall not in any manner whatsoever (i) waive any existing or future Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents, (ii) impair or affect the liability of any of the Mortgagors or the Guarantors to the Lender under the Loan Documents, (iii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against any of the Mortgagors or the Guarantors pursuant to the Loan Documents, including, without limitation, the Note, the Mortgage and the Assignment of Rents, and/or (iv) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing by any of the Mortgagors or the Guarantors to the Lender under the Loan Documents, including, without limitation, the lien of the Mortgage and the Assignment of Rents. All of the provisions of the Loan Documents are incorporated herein and renewed as if re-executed as of the date of this Second Amendment. To the extent any of the terms, provisions, representations, warranties or covenants set forth in the Loan Documents differ from, or are inconsistent with, the terms of this Second Amendment, the provisions of this Second Amendment shall govern and control.

19. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Second Amendment, the Mortgagors hereby certify and represent to the Lender, and the Guarantors hereby certify, represent and warrant to the Lender that all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Second Amendment.

20. Reaffirmation of Guaranties. Each of the Guarantors hereby expressly (a) consents to the execution by the Borrower of this Second Amendment; (b) acknowledges that the

Guaranty is each hereby modified and amended so that all references in the Guaranties to the "Indebtedness Hereby Guaranteed" (as defined in each Guaranty) shall include all of the obligations and liabilities owing from any of the Mortgagors and/or any of the Guarantors to the Lender from time to time under and pursuant to the Loan Documents and as evidenced by the Note, as modified and amended by this Second Amendment, (c) reaffirms in all respects all of the obligations under the Guaranty, as modified and amended by this Second Amendment, in all respects; and (d) agrees that such obligations shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any manner whatsoever by the execution of this Second Amendment.

21. References. All references in the Loan Documents and/or in this Second Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this Second Amendment.

22. Entire Agreement. This Second Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Second Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

23. Successors. The Loan Documents, as modified by this Second Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

24. Severability. In the event any provision of this Second Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Amendments, Changes and Modifications. This Second Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

26. Construction.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this Second Amendment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Second Amendment are to the designated Sections and other subdivisions of this Second Amendment as originally executed.

(c) The headings of this Second Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

27. Execution of Counterparts. This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

28. Governing Law. This Second Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

29. Trustee's Exculpation. This Second Amendment is executed by (a) LaSalle Bank National Association, not personally, but solely as Successor Trustee under that certain Trust Agreement dated November 1, 1993 and known as Trust No. 117651-04, (b) LaSalle Bank National Association, not personally but solely as Successor Trustee under that certain Trust Agreement dated November 5, 1993 and known as Trust No. RV-012280, (c) Cole Taylor Bank, not personally, but solely as Trustee under that certain Trust Agreement dated November 3, 1993 and known as Trust No. 93-6026, and Chicago Title Land Trust Company, not personally, but solely as Trustee under that certain Trust Agreement dated November 4, 1993 and known as Trust No. 1098352, solely in the exercise of the authority conferred upon them as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against any of them, their agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied, all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustees shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and none of them shall be liable for any action or non-action taken in violation of any of the covenants contained herein.

UNOFFICIAL COPY

00916936

IN WITNESS WHEREOF, the parties hereto have caused this Second Modification, Assumption and Extension Agreement to be executed as of the date set forth above.

LASALLE BANK NATIONAL ASSOCIATION,
not personally, but solely as Successor Trustee
under a Trust Agreement dated November 1, 1993
and known as Trust No. 117651-04

ATTEST:

Attestation not required by
LaSalle Bank National Association
By: Bylaws
Name: _____
Title: _____

By: Georgeann C. Losurdo
Name: Georgeann C. Losurdo
Title: ASST. VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGEANN C. LOSURDO, the ASST. VICE PRESIDENT, and that N/A, the _____, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Trustee of Trust No. 117651-04 as aforesaid, who ~~are~~ personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT VICE PRESIDENT and N/A signed and delivered the said instrument as ~~their~~ ^{her} own free and voluntary act and as the free and voluntary act of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of November, 2000.



Christine C. Young
Notary Public

My Commission Expires:

6-21-03

GKF:ef
October 17, 2000

(123214)

LASALLE BANK NATIONAL ASSOCIATION,
not personally, but solely as Successor Trustee
under a Trust Agreement dated November 5, 1993
and known as Trust No. RV-012280

ATTEST:

**Attestation not required by
LaSalle Bank National Association**

By: _____
Name: _____
Title: _____

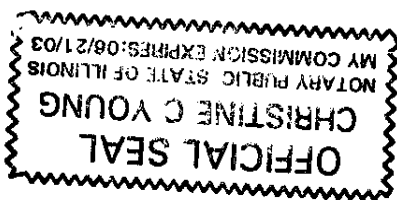
By: George C. Losurdo
Name: George C. Losurdo
Title: ASST. VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that George C. Losurdo, the
ASST. Vice-President, and that _____, the
_____, of LASALLE BANK NATIONAL ASSOCIATION, a
national banking association, as Trustee of Trust No. RV-012280 as aforesaid, who are
personally known to me to be the same person whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that as such
ASST. Vice-President and _____, they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act
of said banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3^d day of November ~~October~~, 2000.

[Signature]
Notary Public



My Commission Expires:

6-21-03

GKF:ef
October 17, 2000

UNOFFICIAL COPY 00916936

(123214)

COLE TAYLOR BANK, not personally, but solely as Trustee under a Trust Agreement dated November 3, 1993 and known as Trust No. 93-6026

ATTEST:

By: [Signature]
Name: MARITZA CASTILLO
Title: Sr. Trust Officer

By: [Signature]
Name: Juliana A. Clementi
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Juliana A. Clementi, the VICE PRESIDENT, and that MARITZA CASTILLO, the Sr Trust Officer, of COLE TAYLOR BANK, an Illinois banking corporation, as Trustee of Trust No. 93-6026 as aforesaid, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and Sr Trust Officer, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of NOV. ~~October~~, 2000.

[Signature]
Notary Public

My Commission Expires:

2/19/02



GKF:ef
October 17, 2000

(123214)



CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as Trustee under a
certain Trust Agreement dated November 4, 1993
and known as Trust No. 1098352

ATTEST

By: [Signature]
Name: _____
Title: ASST. SECRETARY

By: [Signature]
Name: CAROLYN PAMPENELLA
Title: Asst. Vice President

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CAROLYN PAMPENELLA, the Asst. Vice President, and that WAZEN MICHEL, the ASST. SECRETARY, of CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Trustee of Trust No. 1098352 as aforesaid, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Asst. Vice President and ASST. SECRETARY, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this NOV 01 2000 day of October, 2000.



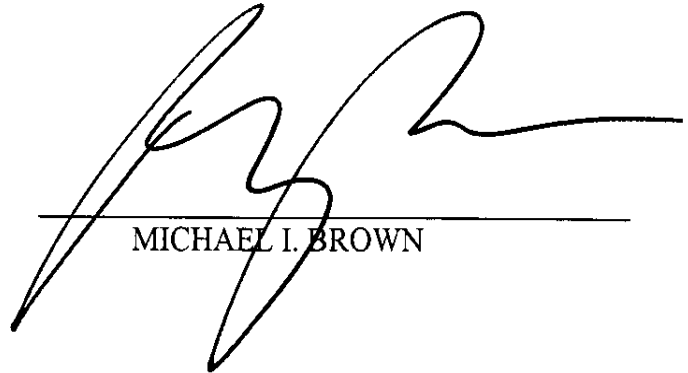
[Signature]
Notary Public

My Commission Expires:

2/10/02

GKF:ef
October 17, 2000

(123214)




MICHAEL I. BROWN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL I. BROWN, who is 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 2000.



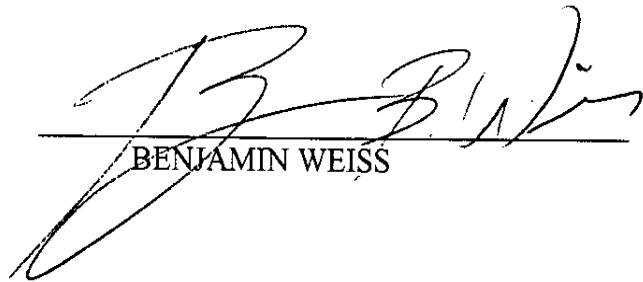
"OFFICIAL SEAL" Notary Public
Kathleen Burmeister
Notary Public, State of Illinois
My Commission Expires: 1-14-01

GKF:ef
October 17, 2000

UNOFFICIAL COPY

00916936

(123214)

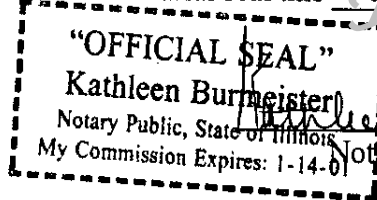


 BENJAMIN WEISS

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BENJAMIN WEISS, who is 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 2000.



 Notary Public

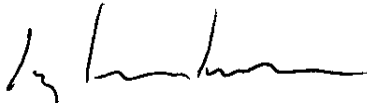
My Commission Expires:

GKF:ef
 October 17, 2000

UNOFFICIAL COPY

00916936

(123214)

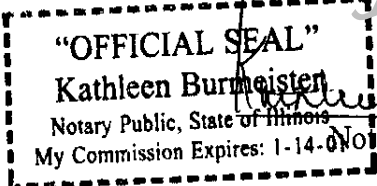
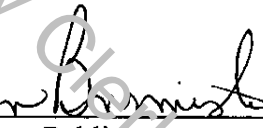


 JAY LANDMAN

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAY LANDMAN, who is 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 2000.

 
 "OFFICIAL SEAL"
 Kathleen Burmeister
 Notary Public, State of Illinois
 My Commission Expires: 1-14-01

 Notary Public

My Commission Expires:

GKF:ef
 October 17, 2000

(123214)

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

UNIT NUMBER 1, UNIT NUMBER 2, UNIT NUMBER 3, UNIT NUMBER 4 AND UNIT NUMBER 5 IN THE 2950 N. LINCOLN AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 19, 20, 21 AND THAT PART OF LOT 28 LYING EAST OF A LINE PARALLEL WITH AND 82.3 FEET EAST OF THE WEST LINE THEROF, IN S. D. JACOBSON'S SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DELARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93969447; TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

Permanent Tax Index Numbers:

14-29-122-049-1001
14-29-122-049-1002
14-29-122-049-1003
14-29-122-049-1004
14-29-122-049-1005

Property Addresses of Premises:

Units 1, 2, 3, 4 and 5
2950-2954 North Lincoln Avenue
Chicago, Illinois 60657

GKF:ef
October 17, 2000