

UNOFFICIAL COPY 00939063

7646/0092 05 001 Page 1 of 20
2000-11-30 11:48:54
Cook County Recorder 89.00

This instrument was prepared by
and,
after recording, return to
Randall S. Kulat
MELTZER, PURTILL &
STELLE
1515 East Woodfield Rd.
Schaumburg, IL 60173-5431



7644351020K

Property of Cook County Clerk's Office

Permanent Real Estate
Tax Index No.:
See Exhibit "A" attached

Street Address:
Various Properties located in
Cook County, IL

20+
15 Parcels
K.

FOURTH AMENDMENT TO REFINANCE LOAN AND LINE OF CREDIT AGREEMENT, MORTGAGE AND SECURITY AGREEMENT, LINE OF CREDIT NOTE, REFINANCE NOTE, SECURITY AGREEMENT, GUARANTY, LIMITED GUARANTY, ENVIRONMENTAL INDEMNITY AGREEMENT AND OTHER LOAN DOCUMENTS

Re: VARIOUS MULTI-FAMILY BUILDINGS

This Fourth Amendment to Refinance Loan and Line of Credit Agreement, Mortgage and Security Agreement, Line of Credit Note, Refinance Note, Security Agreement, Guaranty, Limited Guaranty, Environmental Indemnity Agreement and other Loan Documents ("Amendment") is entered into as of the 27th day of November, 2000, by and among 654-64 W. CORNELIA LIMITED PARTNERSHIP, 1435 N. DEARBORN LIMITED PARTNERSHIP, 1425 N. DEARBORN LIMITED PARTNERSHIP, 818 W. DIVERSEY LIMITED PARTNERSHIP, 3815-23 N. GREENVIEW LIMITED PARTNERSHIP, 3839-45 N. GREENVIEW LIMITED PARTNERSHIP, 373 HAZEL LIMITED PARTNERSHIP, 1128 MAPLE LIMITED PARTNERSHIP, 1130 MAPLE LIMITED PARTNERSHIP, 1134-44 MAPLE/1000-02 CRAIN LIMITED PARTNERSHIP, 1143-49 MAPLE/916-18 CRAIN LIMITED PARTNERSHIP, 1133-39 OAK LIMITED PARTNERSHIP, 627-35 W. OAKDALE LIMITED PARTNERSHIP, 724-32 W. ROSCOE LIMITED PARTNERSHIP, 515 SHERIDAN TERRACE LIMITED PARTNERSHIP, 2314-16 SHERMAN LIMITED PARTNERSHIP, 915-23 W. WAVELAND LIMITED PARTNERSHIP, and 127-33 S. HARVEY LIMITED PARTNERSHIP, each an Illinois limited partnership (each individually a "Partnership" and

BOX 333-CTI

collectively, "Borrower"), 325 KEDZIE LIMITED PARTNERSHIP and 3701 N. HOYNE LIMITED PARTNERSHIP, each an Illinois limited partnership (each individually a "Partnership" and collectively, "Co-Borrower"), WILLIAM B. SILVERSTEIN and THOMAS B. SILVERSTEIN (each a "Guarantor" and collectively "Guarantors"), ENOCH SILVERSTEIN and MARJORIE SILVERSTEIN (collectively, "Limited Guarantors") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

R E C I T A L S

Borrower, Guarantors, Limited Guarantors, Lender and certain others entered into a certain Refinance Loan and Line of Credit Agreement, Mortgage and Security Agreement, Line of Credit Note, Refinance Note, Security Agreement, Guaranty, Limited Guaranty, Environmental Indemnity Agreement and other Loan Documents dated February 13, 1997 ("Loan Agreement"), pursuant to which Lender agreed to loan to Borrower and others an amount not to exceed Seventeen Million Eighty-Five Thousand and No/100 Dollars (\$17,085,000.00) ("Loan") for the refinance of various parcels of real estate located in Cook County, Illinois, and as are legally described in **Exhibit A** hereto (collectively, the "Real Estate") and to extend to Borrower and others a certain revolving line of credit ("Line of Credit").

The Loan was originally evidenced by a certain non-revolving term note ("Refinance Note") in the original principal amount of \$15,585,000.00 and a certain revolving line of credit note ("Line of Credit Note") in the principal amount of not more than \$1,500,000.00 outstanding at any one time.

The Refinance Note and the Line of Credit Note are secured, among other things, by the following documents, each dated February 13, 1997 (collectively, with the other loan documents, referred to as the "Loan Documents"):

(a) Mortgage and Security Agreement (the "Mortgage") made by Borrower and others to Lender and recorded in Cook County on February 13, 1997, as Document No. 97110923 covering the Real Estate, as amended;

(b) Assignment of Rents and Leases (the "Assignment of Rents") made by Borrower and others to Lender and recorded in Cook County on February 18, 1997, as Document No. 97110924 covering the Real Estate, as amended; and

(c) Security Agreement made by Borrower and others, as Debtor, to Lender, as Secured Party ("Security Agreement"), as amended.

Pursuant to the Guaranty made by Guarantors and others dated July 13, 1997 ("Guaranty"), in favor of Lender, Guarantors, and others, jointly and severally guaranteed (i) the payment of \$4,271,250.00 plus all other amounts due and owing under the Loan Documents and (ii) the performance of the covenants to be performed and observed under the Refinance Note, the Line of Credit Note, the Loan Agreement, the Mortgage and the other Loan Documents.

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Pursuant to the Limited Guaranty made by Limited Guarantors dated July 13, 1997 ("Guaranty"), in favor of Lender, Limited Guarantors, jointly and severally guaranteed (i) the payment of \$262,500.00 plus all other amounts due and owing under the Loan Documents.

Pursuant to that certain Environmental Indemnity Agreement dated July 13, 1997 ("Environmental Indemnity"), as amended, Borrower, Guarantors, Limited Guarantors and others agreed, among other things, to indemnify Lender from and against any loss or damage arising as the result of the existence of any Hazardous Materials (as such terms defined in the Environmental Indemnity) on the Real Estate.

The Guaranty, Limited Guaranty and the Environmental Indemnity shall each, where applicable, be included within the definition of "Loan Documents" herein.

The Loan has been previously amended as follows:

(a) pursuant to the terms of that certain First Amendment to Refinance Loan and Line of Credit Agreement, Mortgage and Security Agreement, Line of Credit Note, Refinance Note, Security Agreement, Guaranty, Limited Guaranty, Environmental Indemnity Agreement and Other Loan Documents made as of October 1, 1998 by and between Borrower, Guarantors, Limited Guarantor, Lender and others, and recorded with the Cook County Recorder on October 23, 1998 as Document No. 989592991 ("First Amendment"), wherein each party thereto agreed to amend the Loan to convert all of the then existing Line of Credit to term financing, thereby increasing the amount of the Loan by \$1,500,000.00 to the new Loan amount of Eighteen Million Five Hundred Eighty-Five Thousand and no/100 Dollars (\$18,585,000.00). Lender agreed to convert the Line of Credit and Borrower and others delivered to Lender an additional term note in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("First Term Note"). The First Term Note is also secured by the Real Estate; and

(b) pursuant to the terms of that certain Second Amendment to Refinance Loan and Line of Credit Agreement, Term Note, Line of Credit Note, Refinance Note, Security Agreement, Guaranty, Limited Guaranty, Environmental Indemnity Agreement and Other Loan Documents made as of June 1, 2000 by and between Borrower, Co-Borrower, Guarantors, Limited Guarantor, Lender and others, and that certain Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases made as of June 1, 2000 by Borrower and Co-Borrower and recorded with the Cook County Recorder on June 5, 2000 as Document No. 00404849 (collectively, the "Second Amendment"), wherein (i) certain parcels which comprised a portion of the original real estate were released; (ii) two (2) limited partnerships which had originally comprised a portion of Borrower were eliminated as borrowers under this Loan; and (iii) Co-Borrower acquired an interest in a portion of the Real Estate and thus became additional borrowers under this Loan. In accordance with the release of a portion of the original real estate, the Loan amount was reduced to the new Loan amount of Twelve Million Three Hundred Thirty-Nine Thousand Seven Hundred Fifteen and 32/100ths Dollars (\$12,339,715.32).

(c) Pursuant to the terms of that certain Third Amendment to Refinance Loan and Line of Credit Agreement, Term Note, Line of Credit Note, Refinance Note, Security Agreement,

Guaranty, Limited Guaranty, Environmental Indemnity Agreement and Other Loan Documents made as of July 31, 2000 by and among Borrower, Co-Borrower, Guarantors, Limited Guarantor, Lender and certain others and recorded with the Cook County Recorder on August 1, 2000 as Document No. 00581626 (collectively, the "Third Amendment"), wherein, the Loan was amended to convert all of the Line of Credit to term financing, amortized over the remaining amortization of the Refinance Note, at the Conversion Rate (as defined in the Loan Agreement), thereby increasing the amount of the Loan by \$1,500,000.00. In conjunction with the Third Amendment, Borrower and Co-Borrower executed and delivered to Lender an additional term note in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("Second Term Note"). The Second Term Note is also secured by the Real Estate.

Each of the Loan Documents herein shall refer to such documents as amended by the First Amendment, Second Amendment and Third Amendment.

Borrower, Co-Borrower, Limited Guarantors, and Guarantors have now requested that, in accordance with the terms of the Loan Agreement, the Loan be amended to once again convert all of the Line of Credit to term financing, amortized over the remaining amortization of the Refinance Note, at the Conversion Rate (as defined in the Loan Agreement), thereby increasing the amount of the Loan by \$1,500,000.00 from \$13,451,071.21 to \$14,897,468.58, after taking into account certain payments. Lender has agreed to convert the Line of Credit and Borrower and Co-Borrower have agreed to execute and deliver to Lender an additional term note in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("Third Term Note"). The Third Term Note shall also be secured by the Real Estate, which is legally described on **Exhibit A** attached hereto. (The Refinance Note, the Line of Credit Note, the First Term Note, Second Term Note and the Third Term Note are sometimes hereinafter collectively referred to as the "Notes")

Lender requires in connection with its agreement to the foregoing that the Loan Documents be amended on the terms and upon the conditions contained in this Amendment to reflect the conversion of the Line of Credit, the increase in the Loan amount, and the other matters.

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Co-Borrower, Guarantors, Limited Guarantors and Lender hereby agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein and made a part hereof. Except as otherwise expressly indicated, all capitalized terms used herein or in any of the Recitals shall have the same meanings as ascribed to them in the Loan Agreement.

2. Confirmation. Borrower, Co-Borrower and each Guarantor and each Limited Guarantor hereby confirm and certify to Lender that each representation and warranty contained in the Loan Agreement, as amended and as amended hereby, is true, complete and correct in all respects as of the date hereof.

3. Increase in Loan Amount. The Loan Documents, including the Loan Agreement, Security Agreement, Limited Guaranty, Environmental Indemnity Agreement and Guaranty are each hereby amended such that the Loan amount is increased by \$1,500,000.00 from the principal amount of Thirteen Million Four Hundred Fifty-One Thousand Seventy-One and 21/100ths Dollars (\$13,451,071.21) to the "Increased Loan Amount" of, after taking into account certain payments, Fourteen Million Eight Hundred Ninety-Seven Thousand Four Hundred Sixty-Eight and 58/100ths Dollars (\$14,897,468.58), such increase as evidenced by the delivery of the Third Term Note. Any references in such documents to the Loan shall be deemed to mean and refer to the Loan as amended hereby ("Amended Loan"). Upon the delivery of the Third Term Note, the Line of Credit shall be available to the maximum amount of \$1,500,000.00.

Lender hereby consents to this Conversion (as defined in the Loan Agreement), which constitutes the second Conversion during this calendar year, provided however, that such consent shall not be deemed a waiver of any right or condition under Section 2.2 (b) of the Loan Agreement.

4. Delivery of the Third Term Note. Borrower and Co-Borrower shall make and deliver to Lender the Third Term Note in the amount of \$1,500,000.00.

5. Conversion Fee. Borrower and Co-Borrower shall pay to Lender a "Conversion Fee" in the amount of one percent (1.00%), paid upon execution hereof, for the aggregate amount of the Third Term Note.

6. Amendment of Mortgage and Assignment of Rents. The Mortgage and Assignment of Rents are hereby amended to secure the Increased Loan Amount and reflect that the Loan amount referenced therein has been increased by \$1,500,000.000 to the new Loan amount of Fourteen Million Eight Hundred Ninety-Seven Thousand Four Hundred Sixty-Eight and 58/100ths Dollars (\$14,897,468.58). Any references in the Mortgage and Assignment of Rents to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Borrower, Co-Borrower, Limited Guarantors and Guarantors each agree that Lender shall have the right to record this Amendment in Cook County to reflect the subject matter of this Amendment

7. Other Conforming Amendments. The Security Agreement, the Limited Guaranty, the Environmental Indemnity, Guaranty, and the other Loan Documents ("Amended Loan Documents"), are hereby amended to reflect the Increased Loan Amount. All requirements, conditions and obligations under any of the Loan Agreement, Notes, Mortgage, Assignment of Rents, and other Loan Documents, shall apply, govern and control the repayment of the Loan as amended hereby.

8. Additional Requirements. The obligations of Lender to convert the Line of Credit and to increase the Loan amount shall be subject to Borrower, Co-Borrower, Guarantors, Limited Guarantors and others having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Fourth Amendment, executed by all parties (other than Lender).
- (b) The Third Term Note executed by Borrower and Co-Borrower.
- (c) An Endorsement to the Loan Policy issued by the Title Company insuring the Mortgage which (i) extends the effective date of the Loan Policy to the date of recording of this Amendment, (ii) reflects the increase in amount of the Loan to Fourteen Million Eight Hundred Ninety-Seven Thousand Four Hundred Sixty-Eight and 58/100ths Dollars (\$14,897,468.58); and (iii) raises no exceptions or other matters to title which are objectionable to Lender.
- (d) Receipt of the Conversion Fee.

9. Loan Expenses. In addition to the Loan Expenses described in the Loan Agreement, as amended, Borrower and Co-Borrower hereby agree to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender's reasonable attorney's fees in connection with the negotiation and documentation of the agreements contained in this Amendment, and other documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment, and other documents (collectively, the "Additional Loan Expenses"). In the event the Additional Loan Expenses are not paid to Lender within five (5) days after the written demand therefor by Lender, the Additional Loan Expenses shall bear interest from the date so incurred until paid at the Default Rate or may be paid by Lender at any time following said five (5) day written demand by disbursement of proceeds of the Loan, as amended by this Amendment.

10. Representations and Warranties. Borrower, Co-Borrower and each Guarantor and each Limited Guarantor represent and warrant to Lender that: (i) each has full power and authority to execute and deliver this Amendment, and other documents, where applicable, and to perform their respective obligations hereunder and thereunder; (ii) upon the execution and delivery of this Amendment, and other Loan Documents, each as amended hereby, shall be valid, binding and enforceable upon Borrower, Co-Borrower and each Guarantor and each Limited Guarantor, as the case may be, in accordance with its terms; (iii) execution and delivery of this Amendment, and other documents, as the case may be, does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Borrower or Co-Borrower is a party or by which Borrower or Co-Borrower is bound or which is binding upon or applicable to the Real Estate, or any portion thereof; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this Amendment; (v) there is not any condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of their knowledge threatened, affecting Borrower, Co-Borrower, Guarantors, Limited Guarantors or the Real Estate, or which would prevent Borrower, Co-Borrower, Guarantors or Limited Guarantors from complying with or performing his or its respective obligations under the Loan Documents, as amended by this

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Amendment, within the time limits set forth therein for such compliance or performance, and the undersigned knows of no basis for any such matter.

11. Guarantors Consent, Ratification and Extension of Guarantees. Guarantors and Limited Guarantors hereby consent to the execution and delivery of this Amendment, the Third Term Note and other Amendment Documents. Guarantors and Limited Guarantors hereby ratify and confirm their liabilities and obligations under the Guarantees and with respect to the Loan Documents, as amended by this Amendment and acknowledge that they have no defenses, claims, or set-offs to the enforcement by Lender of the liabilities and obligations under the respective Guarantees and/or the Environmental Indemnity, as the case may be, as of the date of the execution and delivery of this Amendment. Each Guarantor and each Limited Guarantor hereby fully, unconditionally, irrevocably, jointly and severally agrees to be bound by the terms of the Guarantees, as amended, as applicable, with respect to each and every one of the obligations and liabilities under the Loan, as amended hereby.

12. Miscellaneous.

(a) Except as expressly amended herein, the Loan Agreement, the Refinance Note, the Line of Credit Note, the First Term Note, the Second Term Note, the Mortgage, the Assignment of Rents and the other Loan Documents, as amended, shall remain in full force and effect in accordance with their respective terms.

(b) This Amendment shall be binding on the Guarantors, Limited Guarantors, Borrower, Co-Borrower and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

This Amendment has been entered into as of the date first above written.

BORROWER:

654-64 W. CORNELIA LIMITED PARTNERSHIP, an Illinois limited partnership

1435 N. DEARBORN LIMITED PARTNERSHIP, an Illinois limited partnership

1425 N. DEARBORN LIMITED PARTNERSHIP, an Illinois limited partnership

818 W. DIVERSEY LIMITED PARTNERSHIP, an Illinois limited partnership

3815-23 N. GREENVIEW LIMITED PARTNERSHIP, an Illinois limited partnership

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00939063

3839-45 N. GREENVIEW LIMITED PARTNERSHIP, an Illinois limited partnership

373 HAZEL LIMITED PARTNERSHIP, an Illinois limited partnership

1128 MAPLE LIMITED PARTNERSHIP, an Illinois limited partnership

1130 MAPLE LIMITED PARTNERSHIP, an Illinois limited partnership

1134-44 MAPLE/1000-02 CRAIN LIMITED PARTNERSHIP, an Illinois limited partnership

1143-49 MAPLE/916-18 CRAIN LIMITED PARTNERSHIP, an Illinois limited partnership

1133-39 OAK LIMITED PARTNERSHIP, an Illinois limited partnership

627-35 W. OAKDALE LIMITED PARTNERSHIP, an Illinois limited partnership

724-32 W. ROSCOE LIMITED PARTNERSHIP, an Illinois limited partnership

515 SHERIDAN TERRACE LIMITED PARTNERSHIP, an Illinois limited partnership

2314-16 SHERMAN LIMITED PARTNERSHIP, an Illinois limited partnership

915-23 W. WAVELAND LIMITED PARTNERSHIP, an Illinois limited partnership

127-33 S. HARVEY LIMITED PARTNERSHIP, an Illinois limited partnership

By: ARBECA CORPORATION, an Illinois corporation, the general partner of each

By: 
THOMAS B. SILVERSTEIN, President

CO-BORROWER:

325 KEDZIE LIMITED PARTNERSHIP, an Illinois limited partnership

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00939063

3701 N. HOYNE LIMITED PARTNERSHIP, an Illinois limited partnership

By: ARBECA CORPORATION, an Illinois corporation, the general partner of each

By: 
THOMAS B. SILVERSTEIN, President

GUARANTORS:


WILLIAM B. SILVERSTEIN, individually


THOMAS B. SILVERSTEIN, individually

LIMITED GUARANTORS:


ENOCH SILVERSTEIN, individually


MARJORIE SILVERSTEIN, individually

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
formerly known as LaSalle Northwest National Bank

By: _____
Its: _____

By: ARBECA CORPORATION, an Illinois corporation, the general partner of each

By: _____
THOMAS B. SILVERSTEIN, President

GUARANTORS:

William B. Silverstein, individually

Thomas B. Silverstein, individually

LIMITED GUARANTORS:


Enoch Silverstein, individually

Marjorie Silverstein, individually

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
formerly known as LaSalle Northwest National

Bank

By: 
Its: 1st Vice President

Property of COOK County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

00939063

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott M. Lesser, the First Vice President of LaSalle Bank National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of November, 2000.



Suzanne M. Timble
Notary Public

(SEAL)

My Commission expires: 10/25/2004

PROCESSED BY Cook County Clerk's Office

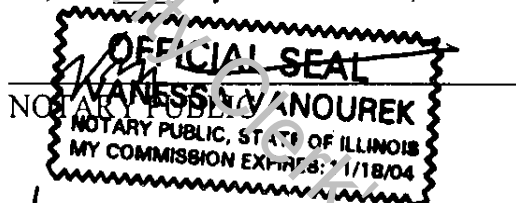
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

00939063

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS B. SILVERSTEIN, the President of ARBECA CORPORATION, the general partner ("General Partner") of each of 654-64 W. CORNELIA LIMITED PARTNERSHIP, 1435 N. DEARBORN LIMITED PARTNERSHIP, 1425 N. DEARBORN LIMITED PARTNERSHIP, 818 W. DIVERSEY LIMITED PARTNERSHIP, 3815-23 N. GREENVIEW LIMITED PARTNERSHIP, 3839-45 N. GREENVIEW LIMITED PARTNERSHIP, 373 HAZEL LIMITED PARTNERSHIP, 1128 MAPLE LIMITED PARTNERSHIP, 1130 MAPLE LIMITED PARTNERSHIP, 1134-44 MAPLE/1000-02 CRAIN LIMITED PARTNERSHIP, 1143-49 MAPLE/916-18 CRAIN LIMITED PARTNERSHIP, 1133-39 OAK LIMITED PARTNERSHIP, 627-35 W. OAKDALE LIMITED PARTNERSHIP, 724-32 W. ROSCOE LIMITED PARTNERSHIP, 515 SHERIDAN TERRACE LIMITED PARTNERSHIP, 2314-16 SHERMAN LIMITED PARTNERSHIP, 915-23 W. WAVELAND LIMITED PARTNERSHIP, 127-33 S. HARVEY LIMITED PARTNERSHIP (collectively, "Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said General Partner, as general partner of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of November, 2000.



(SEAL)

My commission expires:

12/18/04

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00939063

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VANESSA VANOUREK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS B. SILVERSTEIN, the President of ARBECA CORPORATION, the general partner ("General Partner") of each of 325 KEDZIE LIMITED PARTNERSHIP and 3701 N. HOYNE LIMITED PARTNERSHIP, each an Illinois limited partnership (collectively, "Co-Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said General Partner, as general partner of Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of November, 2000.



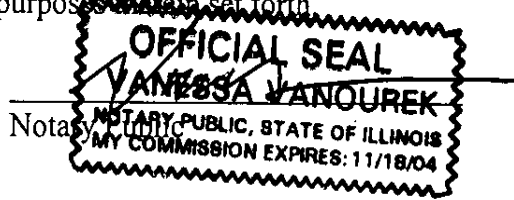
(SEAL)

My commission expires:

11/18/04

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

I, VANESSA VANOUREK, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that WILLIAM B. SILVERSTEIN is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as his own free and voluntary act for the uses and purposes therein set forth.

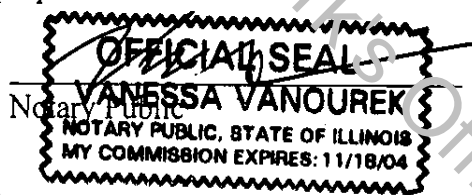


[Seal]

My commission expires: 11/18/04 Dated: November 27 2000

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

I, VANESSA VANOUREK, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that THOMAS B. SILVERSTEIN, who is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as his own free and voluntary act for the uses and purposes therein set forth.

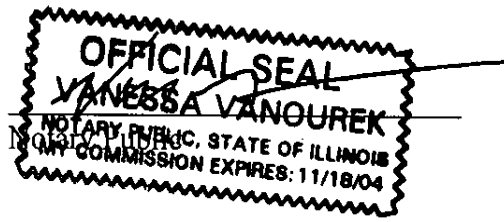


[Seal]

My commission expires: 11/18/04 Dated: November 27, 2000

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

I, VANESSA VANOUREK, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that ENOCH SILVERSTEIN is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as his own free and voluntary act for the uses and purposes therein set forth.



[Seal]

My commission expires: 11/18/04 Dated: November 27, 2000

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

I, VANESSA VANOUREK, the undersigned Notary Public in and for the State of Illinois in the County aforesaid, do hereby certify that MARJORIE SILVERSTEIN, who is personally known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me in person this day and executed the said Amendment as her own free and voluntary act for the uses and purposes therein set forth.



[Seal]

My commission expires: 11/18/04 Dated November 27 2000

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EXHIBIT A

00939063

LEGAL DESCRIPTION ORIGINAL REAL ESTATE

PARCEL 1:

COMMONLY KNOWN AS: 2905-09 MILDRED/856 GEORGE, CHICAGO

LOTS 1 AND 2 IN BLOCK 2 IN WOODLANDS, A SUBDIVISION OF THE EAST ½ OF LOT 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMONLY KNOWN AS: 1133-39 OAK, EVANSTON

LOTS 21 AND 22 IN BLOCK 1 IN UNION ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMONLY KNOWN AS: 724-32 ROSCOE, CHICAGO

THE EAST 120 FEET OF LOTS 19 AND 20 AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF LOT 21 IN HALES SUBDIVISION OF BLOCK 15 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 ALL INCLUSIVE IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

COMMONLY KNOWN AS: 654-664 CORNELIA, CHICAGO

LOTS 4 AND 5 IN THE SUBDIVISION OF LOT 6 IN HAMBLETON AND HOWE'S SUBDIVISION IN BLOCK 10 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37, ALL INCLUSIVE, IN PINE GROVE, FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

COMMONLY KNOWN AS: 916 GREENBAY ROAD, WINNETKA

LOTS 6 AND 7 (EXCEPT THE SOUTHWESTERLY 16 FEET OF SAID LOTS 6 AND 7) IN BLOCK 6 IN JARED GAGE'S SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ AND PART OF THE WEST ½ OF THE NORTHWEST ¼ OF FRACTIONAL SECTION 17 AND PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

COMMONLY KNOWN AS: 1128 MAPLE, EVANSTON

LOT 5 IN BLOCK 1 IN UNION ADDITION TO EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

COMMONLY KNOWN AS: 1130-32 MAPLE, EVANSTON

LOT 4 IN BLOCK 1 IN UNION ADDITION TO EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

COMMONLY KNOWN AS: 515 SHERIDAN, EVANSTON/UNITS 201-206

UNIT NUMBERS 101-106, 201-206 AND 301-306, ALL INCLUSIVE, IN THE SHERIDAN TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3 AND 4 IN ESSIGS AND MUNSON'S SUBDIVISION OF LOTS 11 TO 17, INCLUSIVE, IN BLOCK 3 IN ARNOLD AND WARRENS ADDITION TO EVANSTON A SUBDIVISION OF FRACTIONAL SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26105551 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 8:

COMMONLY KNOWN AS: 2314-16 SHERMAN, EVANSTON

LOT 15 (EXCEPT THE EAST 20 FEET AND EXCEPT THE SOUTH 25 FEET 1/8 INCH THEREOF) AND LOT 16 (EXCEPT THE EAST 20 FEET THEREOF) IN BLOCK 3 IN OWNER'S RESUBDIVISION OF BLOCKS 2, 5 AND 6 IN ORRINGTON'S ADDITION TO EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 7 TOWNSHIP 41 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

COMMONLY KNOWN AS: 627-33 OAKDALE, CHICAGO

LOT 2 IN MARY KNAUER'S SUBDIVISION OF THE NORTH 1/2 OF LOT 3 (EXCEPT THE EAST 263 FEET AND THE NORTH 10 FEET THEREOF) IN BICKERDIKE AND STEELE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 263 FEET THEREOF) IN SUBDIVISION OF LOTS 4, 5 AND THE SOUTH 1/2 OF LOT 3 IN SAID STEELE AND BICKERDIKE SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

COMMONLY KNOWN AS: 1143-19 MAPLE, EVANSTON

THE NORTH 80 FEET OF EACH OF LOTS 5, 6, AND 7 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 24 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PART LYING EAST OF SAME WEST OF RAILROAD OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

COMMONLY KNOWN AS: 1134-44 MAPLE, EVANSTON

LOTS 1, 2, AND 3 IN BLOCK 1 IN UNION ADDITION TO EVANSTON SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

COMMONLY KNOWN AS: 127 S. HARVEY, CHICAGO

THE SOUTH 43 FEET OF LOT 8 AND ALL OF LOT 9 IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND NORTH OF THE SOUTH 1466.5 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

COMMONLY KNOWN AS: 1435 N. DEARBORN, CHICAGO

THE SOUTH 25 FEET OF THE NORTH 225 FEET OF LOT "B" IN BLOCK 2 IN THE CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

COMMONLY KNOWN AS: 915 WAVELAND, CHICAGO

LOT 23 IN TRUSTEES SUBDIVISION OF BLOCK 15 IN LAFLIN, SMITH AND DYERS SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

COMMONLY KNOWN AS: 372 HAZEL, GLENCOE

LOTS 6 AND 7 (EXCEPT THE EASTERLY 125 FEET THEREFROM) AND (EXCEPT THE WESTERLY 10 FEET THEREFROM) IN BLOCK 32 IN THE VILLAGE OF GLENCOE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

COMMONLY KNOWN AS: 3839-45 N. GREENVIEW, CHICAGO

LOT 21 IN BLOCK 5 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

COMMONLY KNOWN AS: 3815-23 N. GREENVIEW, CHICAGO

LOTS 16 AND 17 IN BLOCK 5 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 18:

COMMONLY KNOWN AS: 818 W. DIVERSEY, CHICAGO

LOTS 11 AND 12 IN BLOCK 2 IN HENRY WOLFRAM'S FARM, BEING A SUBDIVISION OF LOT 8 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 19:

COMMONLY KNOWN AS: 1425 N. DEARBORN, CHICAGO

LOT 3 IN GRIEFENHAGEN'S SUBDIVISION OF THE NORTH 152 FEET OF THE SOUTH 227 FEET OF LOT "B" IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN FRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINNOS:

05-07-205-019
05-17-122-007
11-07-115-012
11-20-103-036-1011
11-20-103-036-1012
11-20-103-036-1013
11-20-103-036-1014
11-20-103-036-1015
11-20-103-036-1016
11-20-103-036-1017
11-20-103-036-1018
11-19-108-003
11-19-108-010
11-19-108-011
11-19-108-012
11-19-109-001
11-20-103-036-1001
11-20-103-036-1002
11-20-103-036-1003
11-20-103-036-1004
11-20-103-036-1005
11-20-103-036-1006
11-20-103-036-1007
11-20-103-036-1008
11-20-103-036-1009
11-20-103-036-1010