Cook County Recorder

12:43:17

A1115939 45

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



PERMANENT TAX INDEX NUMBERS:

17-22-101-027-0000 17-22-101-029-0000 17-22-101-030-0000 17-22-101-031-0000

PROPERTY ADDRESS

1240-1250 South Michigan Avenue Chicago, Illinois 60605

a

FIRST AMENDMENT TO LOAN DOCUMENTS

This FIRST AMENDMENT TO LOAN DOCUMENTS dated as of June 10, 1999 (the "First Amendment"), is made by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, not persocally, but solely as Trustee (the "Mortgagor") under a Trust Agreement dated June 4, 1998 and known as Trust No. 121788 (the "Trust Agreement"), 1240 S. MICHIGAN AVE., L.L.C., an Illinois limited liability company (the "Borrower"), whose address is c/o Northside Management, Inc., 770 North La Salle Street, Suite 408, Chicago, Illinois 60610, and c/o A.M. Investments &c., 77 West Washington, Suite 617, Chicago, Illinois 60602, DEBRA A. WOLF, INDIVIDUALLY ("Debra Wolf") AND AS TRUSTEE OF THE DEBRA A. WOLF INVESTMENT TRUST (the "Investment Trust"; Debra Wolf and the Investment Trust being collectively referred to herein as "Wolf"), whose address is c/o Northside Management, Inc., 1307 South Wabash Avenue, Suite 201, Chicago, Illinois 60605, GEORGE G. MARINAKIS ("Marinakis"), whose address is c/o A.M. Investments Co., 77 West Washington, Suite 617, Chicago, Illinois 60602; and CHRIS ATHANASOPOULOS ("Athanasopoulos"; Wolf, Marinakis and Athanasopoulos each being referred to herein as a "Guarantor" and collectively referred to herein as the "Guarantors"), whose address is c/o A.M. Investments Co., 77 West Washington, Suite 617, Chicago, Illinois 60602, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.



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WITNESSETH:

- A. The Lender made a mortgage loan (the "Loan") to the Borrower in the original principal amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), evidenced by that certain Mortgage Note dated as of June 10, 1998 (the "Note"), executed by the Borrower and payable to the order of the Lender.
- B. 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 "Loan Documents"):
 - (i) Mortgage, Security Agreement and Financing Statement dated as of June 10, 1998, executed by the Mortgagor to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 12, 1999 as Document Number 98499699 (the "Mortgage"), which Mortgage encumbers the real property and improvements thereon legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
 - (ii) Assignmen of Rents and Leases dated as of June 10, 1998, jointly and severally executed by the Nortgagor and the Borrower to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 12, 1998 as Document Number 98499700 (the "Assignment of Rents"), which Assignment of Rents encumbers the Premises;
 - (iii) Collateral Assignment of Beneficial Interest and Security Agreement dated as of June 10, 1998, executed by the Borrower ω and for the benefit of the Lender (the "Collateral Assignment"), which Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Borrower, as beneficiary, in the Trust Agreement;
 - (iv) Environmental Indemnity Agreement dated as of June 10, 1998, jointly and severally executed by the Borrower and the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity");
 - (v) Continuing Unconditional Guaranty dated as of June 10, 1998, executed by Wolf to and for the benefit of the Lender (the "Wolf Guaranty");
 - (vi) Continuing Unconditional Guaranty dated as of June 10, 1998, executed by Marinakis to and for the benefit of the Lender (the "Marinakis Guaranty"); and
 - (vii) Continuing Unconditional Guaranty dated as of June 10, 1998, executed by Athanasopoulos to and for the benefit of the Lender (the "Athanasopoulos Guaranty"; the Wolf Guaranty, the Marinakis Guaranty and the Athanasopoulos Guaranty each being referred to herein as a "Guaranty" and collectively referred to herein as the "Guaranties");

C. The Borrower has requested to modify and amend the Loan Documents to (i) provide for an extension of the maturity date of the Note to from June 10, 1999 to December 10, 1999, and (ii) modify the interest rate on the Loan, and the Lender has agreed to such modifications, provided the Borrower complies with the terms and conditions of this First 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. <u>Definitions</u> Capitalized words and phrases not otherwise defined in this First Amendment shall have the meanings assigned thereto in the Loan Documents.
- 3. Extension of Matu ity. The maturity date of the Loan evidenced by the Note is hereby extended from June 10, 1999 to December 10, 1999, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "June 10, 1999" is hereby changed to "December 10, 1999" each time it appears in the Loan Documents.
- 4. Modification of Interest Rate Provisions. The principal balance of the Loan outstanding from time to time shall bear interest at the 3 or ower's option from time to time of (a) a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined) plus one-half of one percent (0.50%) (the "Floating Interest Rate"), or (b) a per annum rate of interest equal to "LIBOR" (as hereinafter defined) for the relevant "Interest Perio 1" (as hereinafter defined), plus two and one-half percent (2.50%) (the "LIBOR Interest Rate"), such LIBOR Interest Rate to remain fixed for such Interest Period. From and after the date of any Default (as hereinafter defined), interest on funds outstanding hereunder shall accrue at a floating per annum rate of interest equal to the Floating Interest Rate plus three percent (3.00%) (the "Default Rate") 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 time hundred sixty (360) days. The Lender is authorized to rely on the oral or written loan requests, including telecopy or telegraphic loan requests, which the Lender believes in its good faith judgment to emanate from a properly authorized representative of the Borrower, whether or not that is in fact the case.

"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 Floating Interest 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. A request by the Borrower for all or any portion of the principal

balance of the Note to bear interest at the Floating Interest Rate (each, a "Prime Loan") must be received no later than 11:00 a.m. Chicago, Illinois time, on the day such principal balance of the Note shall begin to accrue interest at the Floating Interest Rate. Any portion of the principal balance of the Note bearing interest at the Floating Rate may be prepaid in whole or in part, together with all accrued interest thereon to the date of such prepayment, at any time without premium or penalty.

"LIBOR" shall mean a per annum rate of interest equal to the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the outstanding principal balance of the Note which will bear interest at the LIBOR Interest Rate (each, a "LIBOR Loan") and for a period equal to the relevant Interest Period are offered generally to the Lender (rounded upward if necessary, to the nearest 1/16 of 1.00%) in the London Interbank Eurodollar marker at 11:00 a.m. (London time) two Business Days (as hereinafter defined) prior to the commencement of each Interest Period, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion, such rate to remain fixed for such Interest Period. The Lender's determination of LIBOR as provided herein shall be conclusive, absent manifest error.

Each LIBOR Loan must be in the minimum amount of One Hundred Thousand and 00/100 and 00/100 Dollars (\$100,(00.00) or a higher integral multiple of One Hundred Thousand and 00/100 and 00/100 Dollars (\$100,(00.00)). The Borrower may have no more than six (6) LIBOR Loans outstanding at any one time. A request by the Borrower for all or any portion of the principal balance of the Note to bear interest at the LIBOR Interest Rate must be received by the Lender no later than 11:00 a.m. Chicago, Illinois time, two Business Days before the Business Day on which such principal balance of the Note shall begin to accrue interest at the LIBOR Interest Rate. Interest on the unpaid principal balance of each LIBOR Loan, if not sooner paid as set forth in the Note, shall be payable on (i) the last Business Day of the relevant Interest Period for each such LIBOR Loan, commencing on the first such date to occur after the date hereof, (ii) the date of any principal repayment of the amount paid, (iii) at maturity of the Note, and (iv) after maturity (whether by acceleration or otherwise) or demand from the Lender.

The principal balance of any LIBOR Loans may not be prepaid in whole or in part at any time. If, for any reason, any LIBOR Loan is paid prior to the last Business Day of its then-current Interest Period, the Borrower agrees to indemnify the Lender against any loss (including any loss on redeployment of the funds repaid), cost or expense incurred by the Lender as a result of such prepayment.

"Interest Period" shall mean, with regard to any LIBOR Loan, successive periods up to and including ninety (90) days as selected from time to time by the Borrower by notice given to the Lender not less than two Business Days prior to the first day of each respective Interest Period; provided, however, that: (i) each such Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires, (ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided, however, that if such extension would cause the last day of such Interest Period to occur in the next following calendar month, then the last day of such Interest Period shall occur on the immediately preceding Business Day; (iii) the

final Interest Period shall be such that its expiration occurs on or before the Maturity Date, and (iv) if for any reason the Borrower shall fail to select timely a new Interest Period for an existing LIBOR Loan, then it shall be deemed to have selected a one-month Interest Period; provided, that, at any time any Interest Period expires less than one month before the Maturity Date of the Note, then, for the period commencing on the expiration date of such Interest Period and ending on the Maturity Date of the Note, all LIBOR Loans shall automatically convert to a Prime Loan.

"Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (i) United States dollar deposits of sufficien, amount and maturity for funding any LIBOR Loan are not available to the Lender in the London interbank Eurodollar market in the ordinary course of business, or (ii) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the rate of interest to be applicable to the relevant LIBOR Loan, the Lender shall promptly notify the Borrower thereof and, so long as the foregoing conditions continue, advances under the Note may not be advanced as a LIBOR Loan thereafter. At the Borrower's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (ii) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

In addition, if after the date hereof, the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office (a "Regulatory Change") shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain the LIBOR Loans, then the Lender shall promptly notify the Borrower and advances under the Note may not be advanced as a LIBOR Loan thereafter. At the Borrower's option, each existing LIBOR Loan shall be immediately (i) converted to a Prime Loan on the last Business Day of he then existing Interest Period or on such earlier date as required by law, or (ii) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee or change the basis of taxation of payments to the Lender of principal or interest due from the Borrower to the Lender hereunder (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding such LIBOR Loan or the Lender's funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the

foregoing is to increase the cost to the Lender of making or maintaining such LIBOR Loan or to reduce the amount of principal or interest received by the Lender hereunder, then the Borrower shall pay to the Lender, on demand, such additional amounts as the Lender shall, from time to time, determine are sufficient to compensate and indemnify the Lender for such increased cost or reduced amount.

- 5. Principal and Interest Payments. The indebtedness initially evidenced by the Note, of which the principal amount of ONE MILLION TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$1,200,000.00) remains outstanding as of the date hereof, and all accrued interest thereon shall be paid in installments of interest only on the principal balance of the Note outstanding from time to time, commencing on June 10, 1999 and continuing on the tenth day of each month thereafter. On December 10, 1999, the Borrower 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.
- 6. 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.
- Continued Effectiveness of Loan Documents; Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this First Amendment. Each of the Mortgagor and the Borrower, hereby (i) restates, confirms and reaffirms all of its respective obligations under the Loan Documents, as modified by this First Amendment; (ii) acknowledges and agrees that the Lender, by entering into this First Amendment, does not waive any existing or future default or event of default under any of the Loar Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that the Borrower does not have any set-off, defense or counterclaim to the payment or performance of any of the Borrower's obligations under the Loan Documents, as modified by this First Amendment.
- 8. Certifications, Covenants, Representations and Warranties. In coor to induce the Lender to enter into this First Amendment, the Mortgagor hereby certifies and represents, and the Borrower hereby certifies, represents and warrants 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 First Amendment.
- 9. <u>Reaffirmation of Guaranties</u>. Each of the Guarantors hereby expressly (a) consents to the execution by the Mortgagor and the Borrower of this First Amendment; (b) acknowledges that his or her respective Guaranty is hereby modified and amended so that all references in such Guaranty to (i) the "Guaranteed Debt" shall include all of the obligations and liabilities owing from the Mortgagor and/or the Borrower to the Lender from time to time, including, without limitation, the Note, as modified and amended by this First Amendment, and

- (ii) the "Guaranty" shall mean such Guaranty, as modified and amended by this First Amendment, (c) reaffirms all of his or her obligations under such Guaranty, as modified and amended by this First Amendment, in all respects; (d) agrees that the acceptance by the Lender of this First Amendment shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to the Lender under his or her Guaranty, (ii) 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 Guarantor pursuant to his or her Guaranty, or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any Guarantor under his or her Guaranty, and (e) represents that each of the representations and warranties made by such Guarantor in his or her Guaranty remain true and correct as of the date hereof.
- Lender that the Borrower has reviewed the areas within its business and operations which could be adversely affected by, and has developed or is developing a program to address on a timely basis, the Year 2000 Problem (as hereinafter defined), and has made related appropriate inquiry of its material suppliers and condors (as used herein, "Year 2000 Problem" shall mean the risk that computer applications used by the Borrower may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999). Based on such review and program, the Borrower believes that the Year 2000 Problem will not have a material adverse effect on the Borrower or the Premises. From time to time at the request if the Lender, the Borrower shall provide to the Lender such updated information or documentation as is requested regarding the status of the borrower's efforts to address the Year 2000 Problem.
- 11. <u>Conditions Precedent</u>. This First Arrendment shall become effective (the "Effective Date") as of the first business day following receipt by the Lender of the following:
 - (a) <u>First Amendment</u>. This First Amendment unly executed by the parties hereto;
 - (b) <u>Date-down Endorsement</u>. A Date-Down Endorsement is sued by Chicago Title Insurance Company to its Loan Policy No. 1401 007675182 D2, detarg down title to the Property to reflect the recordation of this First Amendment;
 - (c) <u>Legal Opinion</u>. An opinion from counsel to the Mortgagor addressed to and in form and substance acceptable to the Lender, regarding the validity, binding nature and enforceability of this First Amendment and the Loan Documents against the Mortgagor and the Guarantors and such other matters of law as reasonably requested by the Lender; and
 - (d) Other Matters. Such other documents and as the Lender may reasonably request.

- 12. <u>References</u>. All references in the Loan Documents and/or in this First 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 First Amendment.
- 13. <u>Entire Agreement</u>. This First Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this First Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.
- 14. <u>Successors</u>. The Loan Documents, as modified by this First 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.
- 15. <u>Severability</u>. In the event any provision of this First 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.
- 16. <u>Amendments, Changes and Modifications</u>. This First Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

17. Construction.

- (a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this First Amenanient as a whole and not to the individual Sections in which such terms are used.
- (b) References to Sections and other subdivisions of this First Amendment are to the designated Sections and other subdivisions of this First Amendment as originally executed.
- (c) The headings of this First 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.
- 18. Execution of Counterparts. This First 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.
- 19. Governing Law. This First Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.
- 20. <u>Trustee's Exculpation</u>. This First Amendment is executed by LaSalle Bank National Association, not personally but solely as Trustee, solely in the exercise of the authority

conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its 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 Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Documents to be executed as of the date set forth above. JOY OX

MORTGAGOR:

LaSalle Bank National Association

LASALLE NATIONAL BANK, formerly known as LaSalle national Bank, not personally, but solely as Trustee under a Trust Agreement dated June 4, 1998 and known as Trust No. 121788

and not personally

ATTEST:

By:	Ma	Mu	ACARLIN Nancy A Carrier
Name:	- 2	: (J	Nancy A Carier
mente 🍍		-	

Nam Title:

BORROWER:

1240 S. MICHIGAN AVE., L.I.C. an Illinois limited liability company

NORTHSIDE MANAGEMENT, INC., By:

an Illinois corporation

Its: Manager

Name: Débra A. Wolf

Title: President

A.M. INVESTMENTS CO., an By:

Illinois corporation

Its: Manager

Title: President

GUARANTORS:

IN Grang DEBRA A. WOLF, INDIVIDUALLY, AND AS TRUSTEE OF THE DEBRA A. WOLF

INVESTMENT TRUST

GEORGE G. MARINAKIS

CHRIS ATHANASOPOULOS

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank

By:

Name: James F. Turner

Title: Hirst Vice President

GKF:jh September 24, 1999 110945

	By: Its:	A.M. INVESTMENTS CO., an Illinois corporation Manager
		By: Name: George G. Marinakis Title: President
D. CO.	<u>GUA</u>	RANTORS:
DOOP OF	DEB AS T INVE	A A. WOLF, INDIVIDUALLY, AND RUSTEE OF THE DEBRA A. WOLF
	04 C	
		GEORGE G. MARINAKIS
		CHRIS ATHANASOPOULOS
	LENI	DER:
	a natio	ALLE BANK NATIONAL ASSOCIATION, onal banking association, formerly n as LaSalle National Bank
:jh		: James F. Turner First Vice President

GKF:jh September 24, 1999 110945

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 ROSEMARY COLLINS, the WICE PRESIDENT and Nancy A Carbon, the WICE PRESIDENT, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as trustee as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE FILESIDENT and ASSISTANT SECRETARY, 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 successor trustee as aforesaid, for the uses and purposes therein set forth.					
OFFICIAL SEAL MELISSA GARCIA NOTARY PUBLIC, STATE OF ILLINO S MY COMMISSION EXPIRES:06/16/02 MY COMMISSION EXPIRES:06/16/02 MY COMMISSION EXPIRES:06/16/02					
STATE OF ILLINOIS)) SS					
COUNTY OF COOK)					
The undersigned, a Notary Public in and for the said Councy, in the State aforesaid, DO HEREBY CERTIFY that JAMES F. TURNER, a First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, who is personally known to me to be the same person whose name is subscribed					

The undersigned, a Notary Public in and for the said Councy, in the State aforesaid, DO HEREBY CERTIFY that JAMES F. TURNER, a First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, formerly known as LaSalle National Bank, 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 as such First Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29% day of September, 1999.

Notary Public

My Commission Expires:

00058127

OFFICIAL SEAL MARIA T ESPARZA

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/12/03

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 DEBRA A. WOLF, individually, as Trustee of the Debra A. Wolf Investment Trust and as the President of NORTHSIDE MANAGEMENT, INC., an Illinois corporation, a manager of 1240 S. MICHIGAN AVE., L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing inscrument, appeared before me this day in person and acknowledged that individually, as such Trustee and as such President, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation and said limited liability company, for the uses and purposes therein set forth.

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

CTARY PUBLIC, STATE OF ILLINOIS
LY COMMISSION EXPIRES:04/12/03

My Commission Expires:

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 G. MARINAKIS, individually and as the President of A.M. INVESTMENTS CO., an Illinois corporation, a manager of 1240 S. MICHIGAN AVE., L.L.C., an Illinois limited liability company, 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 individually and as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 290 day of September, 1999.

Maria T. Espors

Notary Public
My Commission Expires:

OFFICIAL SEAL

MARIA T ESPARZA

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/12/03

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 CHRIS ATHANASOPOULOS, 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 2972 day of September, 1999.

Notary Public

My Commission Expires:

OFFICIAL SEAL MARIA T ESPARZA

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/12/03

12

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 19-26 INCLUSIVE AND SOUTH 15 FEET OF LOT 27 IN SEAMAN'S SUBDIVISION OF BLOCK 5 IN ASSESSOR'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

1240-1250 South Michigan Avenue Chicago, Illinois 60605

GKF:jh September 24, 1999 110945

00058127