2067/0204 07 001 Page 1 of 2001-05-09 15:04:22

Cook County Recorder

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:

12-29-205-041-1001	12-29-205-041-1003
12-29-205-041-1004	12-29-205-041-1005
12-29-205-041-1007	12-29-205-041-1012
12-29-205-041-1513	12-29-205-041-1014
12-29-205-041-1016	12-29-205-041-1017
12-29-205-041-1020	12-29-205-041-1021
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12-29-205-041-1029	12-2)-265-041-1108
12-29-205-041-1109	12-29-205-041-1118
12-29-205-041-1119	12-29-205-041-1120
12-29-205-041-1123	12-29-205-041-1124
12-29-205-041-1127	12-29-205-041-1128
12-29-205-041-1132	12-29-205-041-1133
12-29-205-041-1134	12-29-205-041-1135
12-29-205-041-1136	12-29-205-041-1137
12-29-205-041-1138	

PROPERTY ADDRESS:

SUNTY CONTROL Units 101, 103, 105, 106, 201, 202, 204, 307, 308, 401, 402, 403, 405, 408, 501, 502, 505, 508, 601, 602, 603, 605, 701, 702, 703, 705, 706, 707, 708, 804, 805, 806 and 808

Grand Towers Plaza Condominium 10513-10515 West Grand Avenue Franklin Park, Illinois

TENTH LOAN MODIFICATION AGREEMENT

This TENTH LOAN MODIFICATION AGREEMENT dated as of January 5, 2001 (the "Tenth Modification Agreement"), is entered into by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, whose address is 135 South La Salle Street, Suite 2500, Chicago, Illinois 60603, as successor-in-interest to American National Bank and Trust Company of Chicago, as successor-in-interest First Chicago Trust Company, as successorin-interest to Comerica Bank-Illinois, as successor-in-interest by merger to Manufacturers

BOX 333-CTT

Affiliated Trust Company, as successor in interest to Affiliated Bank/Western National, as successor in interest to FSB, formerly known as First State Bank and Trust Company of Franklin Park, not personally but as Trustee (the "Mortgagor") under a Trust Agreement dated May 19, 1987 and known as Trust No. 1217 (the "Trust Agreement"), WAYNE PATRICK FILOSA (the "Guarantor"), whose address is c/o Allright Sheet Metal, 2950 Commerce Street, Franklin Park, Illinois 60131, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor by merger to LaSalle Bank Illinois, formerly known as Comerica Bank - Illinois, successor by merger to Affiliated Bank (collectively, the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

WITNESSETH:

- A. The Lender originally made a loan (the "Loan") to the Mortgagor under and pursuant to that certain Construction Loan Agreement dated as of August 14, 1992 by and among the Mortgagor, the Guarantor and the Lender, and as evidenced by that certain Promissory Note dated October 2, 1992 in the original principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000,00), executed by the Mortgagor and made payable to the order of the Lender (the "Original Note").
- B. The Mortgagor is the record owner of the fee simple estate in and to the real estate described in Exhibit "A" attached herete and by reference incorporated herein (the "Property"), the Guarantor owns one hundred percent (105%) of the beneficial interest of, and power of direction in, the Trust Agreement.
- C. The Original Note was issued under and secured by the Loan Agreement and by, among other things, the following documents (together with the Loan Agreement, the Original Note and any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Original Loan Documents"):
 - (i) Real Estate Mortgage and Assignment of Reits dated October 2, 1992, executed by the Mortgagor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 1992 as Document Number 92803298 (the "Mortgage"), and which Mortgage created a lien on the Property;
 - (ii) Assignment of Rents and Lessor's Interest in Leases dated August 14, 1992, jointly and severally executed by the Mortgagor and the Guarantor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 28, 1992 as Document Number 92803300 (the "Assignment of Rents"), and which Assignment of Rents encumbers the Property;
 - (iii) Collateral Assignment of Beneficial Interest in Land Trust dated as of August 14, 1992, executed by the Guarantor in favor of the Lender (the "Collateral Assignment"), which Collateral Assignment collaterally assigned to the Lender the beneficial interest of the Guarantor in the Trust Agreement and all property held therein;

- (iv) Security Agreement dated August 14, 1992, jointly and severally executed by the Mortgagor and the Guarantor in favor of the Lender (the "Security Agreement"), which Security Agreement assigned to the Lender a security interest in certain personal property and fixtures located on the Property;
- (v) Environmental Indemnity Agreement dated August 14, 1992, executed by the Guarantor in favor of the Lender (the "Environmental Indemnity"), wherein the Guaranty indemnifies the lender against costs and expenses relating to environmental matters;
- (vi) Guaranty of Note, Mortgage and Other Undertakings dated as of August 14, 1992, executed by the Guarantor in favor of the Lender (the "Guaranty");
- (vii) Waiver of Defenses dated October 2, 1992, executed by the Mortgagor in favor of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois or October 28, 1992 as Document Number 92803299 (the "Waiver"); and
- (viii) UCC-2 Financing Statement, executed by the Mortgagor, as debtor, in favor of the Lender, as secured party, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 28, 1995 as Document Number 95U03825.
- D. The Original Loan Documents have been from time to time supplemented and amended by that certain:
 - (i) Loan Extension Agreement dated June 28, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Vincois on September 2, 1994 as Document Number 94776605 (the "First Extension Agreement"), which First Extension Agreement extended to December 1, 1994 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Original Note;
 - (ii) Loan Modification Agreement dated December 1, 1994 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on Marcin 29, 1995 as Document Number 95212175 (the "Second Extension Agreement"), which Second Extension Agreement (a) decreased the maximum principal amount of the Loan available for revolving advances, and (b) extended to September 1, 1996 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated December 1, 1994 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "First Restated Note");
 - (iii) Loan Extension and Modification Agreement dated as of September 1, 1996 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on October 22, 1996 as Document Number 96804506 (the "Third Extension Agreement"), which Third Extension Agreement extended to March 31, 1997 the maturity date of the

Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated September 1, 1997 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Second Restated Note");

- (iv) Loan Extension and Modification Agreement dated as of March 31, 1997 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 14, 1997 as Document Number 97255824 (the "Fourth Extension Agreement"), which Fourth Agreement extended to April 30, 1997 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Master Revolving Note (Variable Rate-Maturity Date) dated March 31, 1997 in the maximum original principal amount of One Militon Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Martgagor and made payable to the order of the Lender (the "Third Restated Note");
- (v) Loan Fatension and Modification Agreement dated as of April 30, 1997 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 10, 1997 as Document Number 97410112 (the "Fifth Extension Agreement"), which Fifth Extension Agreement extended to April 30, 1998 the maturity date of the Original Loan Documents and the Loan, as evidenced by that certain Revolving Note dated April 30, 1997 in the maximum original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000 00), executed by the Mortgagor and made payable to the order of the Lender (the "Fourth Restated Note");
- (vi) Sixth Loan Extension and Modification Agreement dated as of April 30, 1998 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1998 as Document Number 98540515 (the "Sixth Extension Agreement"), which Sixth Extension Agreement extended to May 1, 1999 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Fourth Restated Note;
- (vii) Seventh Loan Extension and Modification Agreemen' dated as of May 1, 1999 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 7, 1999 as Document Number 99543927 (the "Seventh Extension Agreement"), which Seventh Extension Agreement extended to May 2, 2000 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Fourth Restated Note;
- (viii) Eighth Loan Extension and Modification Agreement dated as of May 2, 2000 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 8, 2000 as Document No. 00418691 (the "Eighth Extension Agreement"), which Eighth Extension Agreement extended to June 1, 2000 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Fourth Restated Note; and
- (viii) Ninth Loan Extension and Modification Agreement dated as of June 1, 2000 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on August 31, 2000 as Document No. 00679468 (the "Ninth Extension Agreement"; the

Original Loan Documents as supplemented and amended by the First Extension Agreement, the Second Extension Agreement, the First Restated Note, the Third Extension Agreement, the Second Restated Note, the Fourth Extension Agreement, the Third Restated Note, the Fifth Extension Agreement, the Fourth Restated Note, the Sixth Extension Agreement, the Seventh Extension Agreement, the Eighth Extension Agreement and the Ninth Extension Agreement, together with any and all other documents evidencing or securing the Loan, being collectively referred to herein as the "Loan Documents"), which Ninth Extension Agreement extended to May 1, 2001 the maturity date of the Original Loan Documents and the Loan, as evidenced by the Fourth Restated Note.

E. The Mortgagor and the Guarantor have now requested to further modify and amend the Loan Documents to provide for a release from the lien of the Loan Documents that portion of the Property commonly known as Unit 803, Grand Towers Plaza Condominium, 10513-10515 West Grand Avenue, Franklin Park, Illinois, and to encumber the additional real estate commonly known as Unit 703, Grand Towers Plaza Condominium, 10513-10515 West Grand Avenue, Franklin Park, Illinois, with the lien of the Mortgage and the other Loan Documents, as provided for herein

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 Tenth Modification Agreement shall have the meanings assigned thereto in the Loan Documents.
- 3. Partial Release. The Lender, for and in consideration of the payment of the sum of TEN DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE AND QUIT CLAIM unto the Mortgager all the right, title, interest, claim or demand whatsoever that the Lender may have acquired in, through or by the Loan Documents, including, without limitation, the Mortgage and the Assignment of Rents, only as to that portion of the Property commonly knows as commonly known as Unit 803, Grand Towers Plaza Condominium, 10513-10515 West Grand Avenue, Franklin Park, Illinois and legally described on Exhibit B attached hereto and made a part hereof, together with all the appurtenances and privileges thereunto belonging and appertaining. The foregoing Partial Release shall in no way operate to discharge the lien of the Loan Documents, including, without limitation, the Mortgage and the Assignment of Rents, upon any of the other Property described therein, but it is only to release that portion of the Property particularly described above and none other, and the remaining or unreleased portions of the Property described in such Loan Documents shall remain as security for the

payment of the indebtedness secured thereby and for the full performance of all the covenants, conditions and obligations contained in the Loan Documents.

- 4. <u>Amendment to Mortgage and Assignment of Rents</u>. <u>Exhibit "A"</u> to the Mortgage and the Assignment of Rents is hereby amended to read as <u>Exhibit "A"</u> attached hereto and made a part hereof, and all of the real estate legally described on <u>Exhibit "A"</u> is hereby encumbered with the lien of the Mortgage in favor of the Mortgagee, including, without limitation, the real estate commonly known as Unit 703, Grand Towers Plaza Condominium, 10513-10515 West Grand Avenue, Franklin Park, Illinois.
- 5. Interest Rate. The principal balance of the Loan outstanding from time to time, as evidenced by the Fourth Restated Note, shall bear interest at a floating per annum rate of interest equal to the Prime Rate (as hereinafter defined). After maturity or the occurrence of a default under any of the Loan Documents, until paid, the outstanding principal amount of the Loan evidenced by the Fourth Pestated Note, and all accrued and unpaid interest thereon, shall bear interest, payable upon derivand, at a floating per annum rate of interest equal to the Prime Rate plus three percent (3.00%). As used herein, the term "Prime Rate" shall mean the floating per annum rate of interest which at any time, and from time to time, shall be 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. Each change in the interest rate hereon shall take effect on the effective date of any change in the Prime Rate. The Lender shall not be obligated to give notice of any change in the Prime Rate. The interest rate on the Loan shall be computed on the basis of a year consisting of 360 days and shall be paid for the actual number of days elapsed.
- 6. Principal and Interest Payments. The Loan, as evidenced by the Fourth Restated Note, shall be repaid in installments of interest only on the principal balance of the Loan outstanding from time to time, commencing on February 1, 2001 and continuing on the first day of each month thereafter through and including the Maturity Date; and a final installment equal to the total principal balance of the Loan then remaining unpaid, thus all accrued and unpaid interest thereon, on the Maturity Date.
- Revolving Credit Loan. The Loan Documents, including without limitation, the Mortgage, are given to secure a revolving credit loan and shall secure not only the existing indebtedness evidenced by the Fifth Amendment, but also future advances, whether such advances are obligatory or are to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of the indebtedness as evidenced by the Fourth Restated Note may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$15,000,000, plus interest thereon, and any disbursements made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for in the Loan Documents.
- 8. <u>Attachment to Note</u>. The Lender may, and prior to any transfer by it of the Note shall, attach a copy of this Tenth Modification Agreement to the Fourth Restated Note and place

an endorsement on the Second Restated Note making reference to the fact that such attachment has been made.

- Ontinued 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 Tenth Modification Agreement. Each of the Mortgagor and the Guarantor hereby: (i) restates, confirms and reaffirms all of their respective obligations under the Loan Documents, as modified by this Tenth Modification Agreement; (ii) acknowledges and agrees that the Lender, by entering into this Tenth Modification Agreement, does not waive any existing or future default under any of the Loan 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 under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges inst neither the Mortgagor nor the Guarantor has any set-off, defense or counterclaim to the payment or performance of any of their respective obligations under the Loan Documents, as modified by this Tenth Modification Agreement.
- 10. <u>Certifications, Covenants, Representations and Warranties</u>. In order to induce the Lender to enter into this Tent. Modification Agreement, the Mortgagor hereby certifies and represents, and the Guarantor 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 Londer 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 Tenth Modification Agreement.
- Reaffirmation of Guaranty. The Guaranter hereby expressly: (a) consents to the execution of this Tenth Modification Agreement; (b) acknowledges that the Guaranty is hereby modified and amended so that all references in the Guaranty is (i) "Affiliated Bank" shall be deemed to be references to the Lender, (ii) the "Guaranty" shall mean the Guaranty, as further modified and amended by this Tenth Modification Agreement, and (iii) the obligations and liabilities evidenced by the Note (as defined in the Guaranty) shall be deemed to include all of the obligations and liabilities owing from the Mortgagor to the Lender from time to time under and pursuant to the Loan Documents, including, without limitation, the Original Note, as replaced and restated by the (i) First Restated Note, (ii) the Second Restated Note (iii) the Third Restated Note, and (iv) the Fourth Restated Note, and as further modified and amended by this Tenth Modification Agreement, (c) reaffirms all of his obligations under the Guaranty, as further modified and amended by this Tenth Modification Agreement, 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 Tenth Modification Agreement.

12. Reporting Requirements.

(a) <u>Guarantor Financial Information</u>. The Guarantor shall furnish, or cause to be furnished, to the Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Guarantor as shall be requested by the Lender, including, but not limited to, as soon as available, and in any

event, within thirty (30) days after their filing, copies of the federal income tax returns of the Guarantor, along with a personal financial statement of the Guarantor, in form and substance acceptable to the Lender.

- (b) <u>Rent Roll</u>. The Mortgagor and the Guarantor shall furnish, or cause to be furnished, to the Lender or its authorized representatives such information regarding the business affairs, operations and financial condition of the Property as shall be requested by the Lender, including, without limitation, within thirty (30) days following the end of each calendar quarter, a copy of the current rent roll for the Property.
- 13. References. All references in the Loan Documents and/or this Tenth Modification Agreement to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as further modified and amended by this Tenth Modification Agreement.
- 14. Entire Agreement. This Tenth Modification Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Tenth Modification Agreement, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.
- 15. <u>Successors</u>. The Loan <u>Documents</u>, as modified by this Tenth Modification Agreement, 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.
- 16. Severability. In the event any provision of this Tenth Modification Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 17. Amendments, Changes and Modifications. This Tenta Modification Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

18. Construction.

- (a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this Tenth Modification Agreement as a whole and not to the individual sections or paragraphs in which such terms are used.
- (b) References to sections and other subdivisions of this Tenth Modification Agreement are to the designated sections and other subdivisions of this Tenth Modification Agreement as originally executed.
- (c) The headings of this Tenth Modification Agreement 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.
- 19. <u>Execution of Counterparts</u>. This Tenth Modification Agreement 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.
- 20. Governing Law. This Tenth Modification Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.
- 21. <u>Frustee's Exculpation</u>. This Tenth Modification Agreement is executed by LaSalle Bank National Association, not personally but solely as Successor 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 acceed that said 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 Tenth Modification Agreement to Loan Documents to be executed as of the date set forth above.

	MORTGA	MORTGAGOR:		
ATTEST:	not persor under a Tr	E BANK NATIONAL ASSOCIAT nally, but solely as Successor Trust rust Agreement dated May 19, known as Trust No. 1217	·-	
ATTEST.				
Aftestation not required by	By:	Marriet a Donal	<u>. </u>	
By: LaSalle B(n) Mailonal Association	Name:	MARGARET O'DONNELL	<u> </u>	
Name Bylaws	Title:	Trust Officer		
Title:	20/C			
STATE OF ILLINOIS)	02			
) SS	τ_{\circ}			
COUNTY OF COOK)	, Col	1		
	T O'DONNELL	ne sald County, in the State afores	aid, DO , the	
the	, and of LASAL	LE BANK NATIONAL ASSOCI	ATION.	
a national banking association, as succ				
to be the same person whose name is s this day in person and acknowledged the	ubscribed to the hat as such		efore me and	
own free and voluntary act and as the trustee as aforesaid, for the uses and pu	ne free and volu	intary act of said banking associa		
GIVEN under my hand and not	tarial seal this 🔥	day of January, 2001.		
	M	uren Jazi		
THE RESERVE OF THE PARTY OF THE	N ₁	otary Public		

"OFFICIAL SEAL"
Maureen Paige
Notary Public, State of Illinois
My Commission Expires Oct. 28, 2002

My Commission Expires:

10-28-02

L	EN	DEF	₹:
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LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: Perry Or FFIN

STATE OF ILLINOIS

COUNTY OF COOK

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that

LOAN OFFICER

of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, 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 LOAN OFFICER

, he/she signed and delivered the said instrument as his/her 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 1040 day of January 2001.

"OFFICIAL SEAL"
LIZABETH ORIOLE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/16/2001

(Notary Public

My Commission Expires:

06.16.2001

GKF:ef January 8, 2001 (13877683)

<u>GUARANTOR</u> :	- 1/	
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UVUIII	7/1/	
WAYNE	PATRICK FILOSA	

STATE OF ILLINOIS) SS. COUNTY OF COOK)

The undersigned, a Norary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WAYNE PATRICK FILOSA, 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 <u>roup</u> day of January, 2001.

"OFFICIAL SEAL"
LIZABETH ORIOLE
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/16/2001

Notary Public

My Commission Expires.

06.16.2001

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: UNITS 105, 106, 307, 308, 405, 408, 505, 508, 605, 705, 706, 707, 708, 805, 806 AND 808 OF THE GRAND TOWERS PLAZA CONDOMINIUM IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT 87680416 AND AMENDED BY DOCUMENT NO. 93735774.

PARCEL 2: UNITS 101 103, 201, 202, 204, 401, 402, 403, 501, 502, 601, 602, 603, 701, 702, 703 AND 804 OF THE GRAND TOWERS PLAZA CONDOMINIUM IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMEN Γ 57680416.

COMMON ADDRESS OF REAL ESTATE:

Units 101, 103, 105, 106, 201, 202, 204, 307, 308, 401, 402, 403, 405, 408, 501, 502, 505, 508, 601, 602, 603, 605, 701, 702, 703, 705, 706, 707, 708, 804, 805, 806 and 808 Total Control of the Grand Towers Plaza Condominium 10513-10515 West Grand Avenue Franklin Park, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

12-29-205-041-1001	12-29-205-041-1003	12-29-205-041-10 04
12-29-205-041-1005	12-29-205-041-1007	12-29-205-041-1012
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12-29-205-041-1022	12-29-205-041-1024	12-29-205-041-1025
12-29-205-041-102 8	12-29-205-041-1029	12-29-205-041-1108
12-29-205-041-1109	12-29-205-041-1118	12-29-205-041-1119
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12-29-205-041-1136	12-29-205-041-1137	12-29-205-041-1138

EXHIBIT "B"

LEGAL DESCRIPTION OF RELEASED REAL ESTATE

UNIT 803 OF THE GRAND TOWERS PLAZA CONDOMINIUM IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND PLAT OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 30, 1987 AS DOCUMENT 87680416.

COMMON ADDRESS OF REAL ESTATE:

Unit 803 Grand Towers Plaza Condominium 10513-10515 West Grand Avenue Franklin Park, Illinois

The Clark's Office PERMANENT TAX IDENTIFICATION NUMBER:

12-29-205-041-1028

GKF:ef January 8, 2001 (13877683)