KL 76-70-840131 &

7670840/KML DI

THIS DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

Miluska Novota Assistant Corporation Counsel City of Chicago Department of Law 121 North LaSalle Street, Room ou? Chicago, Illinois 60602

0021073293

2055/0223 18 001 Page 1 of 2002-10-01 12:12:09 Cook County Recorder 58.00



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#### MODIFICATION TO PANANCING DOCUMENTS AND SUBORDINATION AGREEMENT

This Modification to Financing Documents and Subordination Agreement (this "Agreement") is entered into in Chicago, Illinois, as of September 24, 2002 (the "Closing Date"), by and among the City of Chicago, an Illinois municipal corporation (the "City"), by a cathrough its Department of Human Services ("DHS"); North Star Trust Company, an Illinois corporation (the "Trustee" as further defined below), not personally, but solely as trustee under that certain Trust Agreement dated December 15, 1997 and known as Trust Number 26577 (the "Trust"); The Home of the Child/Cirdar, an Illinois not-forprofit corporation, also known as El Hogar del Niño ("El Hogar"); and Banco Fopular North America, a New York banking association (the "Bank") in its capacity as lender as described below. The City, El Hogar, the Trustee and the Bank are sometimes referred to herein as the "Parties."

#### RECITALS

North Star Trust Company ("NSTC"), is successor trustee to Banco Popular North America, a A. New York banking association ("BPNA"), which in turn is the successor trustee to Banco Popular, Illinois ("BPI"). Thus, in this Agreement the term Trustee refers to NSTC, BPNA and/or BPI, as applicable. The Trustee owns title to the real estate located at 1708, 1710, 1712 and 1631 South Loomis Street, in Chicago, Illinois (collectively, the "Property"), as legally described in Exhibit A. El Hogar, as the sole beneficial owner of the Trust, proposed and has undertaken the construction of a childcare center on the Property (the "Project").

BOX 333-CT1

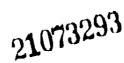
- B. The State of Illinois, through its Department of Commerce and Community Affairs ("DCCA"):

  (i) received an allocation of Community Services Block Grant funds from the United States

  Department of Health and Human Services; (ii) awarded the City a portion of such funds in the
  amounts of \$789,000 to be used for loans and \$1,000,000 to be used for grants (collectively, the
  "CSBG Allocation"); and (iii) approved the use of the CSBG Allocation to assist entities which
  will own and operate child care and family service centers in the Empowerment Zone.
- C. The City has available to it certain funds derived from: (i) repayments to the City of loans made by the City of prior CSBG allocations (the "CSBG Recapture"); and (ii) interest which has been accruing on the CSBG Allocation and the CSBG Recapture (the "CSBG Interest"). The CSBG Allocation, the CSBG Recapture and the CSBG Interest are collectively defined as the "CSBG Funds."
- D. The City Council of the City (the "City Council"), pursuant to an ordinance enacted on July 8, 1998 and published at pages 72426 to 72428 of the Journal of the Proceedings of the City Council (the "Journal of Proceedings") of that date, amended by an ordinance enacted on February 10, 1999 and published at pages 81921 to 81927 of the Journal of Proceedings of that date, authorized, among other things, the use of the CSBG Funds for: (i) the making of a loan to El Hogar in an amount not to exceed \$116,219 (the "Loan") to partially fund the Project; and (ii) the making of a grant to El Hogar in an amount to be determined by the Commissioner of DHS (the "Commissioner") based on the budgetar, needs of the Project.
- E. Pursuant to the CSBG Ordinance, the City made the Loan to El Hogar on December 6, 1999. The Loan is evidenced by that certain Loan Agreement (the "Loan Agreement") by and between the City, El Hogar and the Trustee, dated as of December 6, 1999, and secured, among other things, by: (i) that certain Note dated as of December 6, 1999, made by El Hogar and the Trustee in favor of the City in the original principal amount of the Loan (the "Note"); and (ii) that certain Junior Mortgage, Security Agreement and Financing Statement (including an Assignment of Rents and Leases), dated as of December 6, 1999, made by El Hogar and the Trustee in favor of the City (the "Mortgage") and recorded at the Office of the Cook County Recorder of Deeds on December 9, 1999 as Document No. 9149224. The Loan Agreement, the Note, the Mortgage and any other document entered into by El Hogar and the City in relation with the Loan are sometimes collectively referred to herein as the "Loan Documents."
- F. The Mortgage is: (i) subordinate to that certain Construction and Permanent Mortgage,
  Assignment of Leases, Rents and Income, Fixture Financing Statement and Security Agreement
  made by the Trustee in favor of the Bank, dated March 18, 1998 and recorded at the Office of the
  Cook County Recorder of Deeds on March 19, 1998 as Document No. 98217181 as modified by
  that certain Amendment to Construction and Permanent Mortgage, Assignment of Leases, Rents

and Income, Fixture Financing Statement and Security Agreement made by the Trustee in favor of the Bank, dated as of December 6, 1999 and recorded at the Office of the Cook County Recorder of Deeds on December 9, 1999 as Document No. 09149223 (the "Senior Mortgage"), securing a loan in the amount of \$1,971,974 (the "Senior Loan"); and (ii) pursuant to that certain Subordination Agreement between the Bank and the City dated as of December 6, 1999 and recorded at the Office of the Cook County Recorder of Deeds on December 9, 1999 as Document No. 09149226, senior to that certain Second Mortgage made by the Trustee in favor of the Bank, dated March 18, 1998 and recorded at the Office of the Cook County Recorder of Deeds on March 19, 1998 as document No. 98217183 (the "Third Mortgage") to secure indebted less in the amount of \$435,000 (the "Third Loan"). The Third Mortgage, and any and all documents executed by El Hogar in connection with the Third Loan are collectively defined as the "Third Loan Documents."

- G. Pursuant to the CSEC Ordinance, the City provided additional financing for the Project in the form of (together, the "Crant"): (i) a grant in the amount of \$247,375 evidenced by that certain Grant Agreement executed by the City and El Hogar dated as of December 6, 1999; and (ii) a grant in the amount of \$150,000 evidenced by that certain Grant Agreement executed by the City and El Hogar dated as of May 21, 2002. The Loan Documents, and any and all documents executed by El Hogar in connection with the Grant are collectively defined as the "CSBG Documents."
- H. Pursuant to an ordinance enacted on September 1, 1996 and published at pages 28134 to 28165 of the Journal of Proceedings of that date, amended by an ordinance enacted on May 20, 1998 and published at pages 69031 to 69037 of the Journal of Proceedings of that date, and further amended by an ordinance enacted on October 3, 2001 and published at pages 68160 to 68164 of the Journal of Proceedings of that date (together, the "EZ Ordinance"), the City Council authorized the making of grants of EZ/EC Funds (as defined in the EZ Ordinance) to El Hogar in an aggregate amount not to exceed \$1,680,039.50 to partially fund the Project.
- I. On October 13, 1999, the City, the Bank and El Hogar entered into that certain fr.er-Lender Agreement recorded at the Office of the Cook County Recorder of Deeds on Dece nber 9, 1999, as Document No. 9149227 (the "Inter-Lender Agreement"). The Inter-Lender Agreement requires the written consent of the Bank and the City to amend the Senior Mortgage, the Mortgage or any security instrument executed in connection with the Project.
- J. As of September 10, 2002, El Hogar has failed to make timely payment of \$150,868.49 in payroll taxes to the Internal Revenue Service of the United States Department of the Treasury.
- K. El Hogar has met with financial difficulties in the completion of the Project, and has requested



that DHS approve a proposed restructuring and subordination of the Loan to an additional loan from the Bank in an amount not to exceed \$200,000 (the "New Senior Loan").

- L. As of the Closing Date, the Bank, El Hogar and the Trustee will execute or have executed a Second Modification of Construction and Permanent Mortgage, Assignment of Leases, Rents and Income, Fixture Financing Statement and Security Agreement, and Related Loan Documents (the "Amended Senior Mortgage," and collectively with any and all documents executed by El Hogar and/or the Trustee in connection with the New Senior Loan, the "Amended Senior Documents"), securing the Senior Loan and the New Senior Loan. It is a condition to the Bank making the New Senior Loan to El Hogar that the Amended Senior Documents unconditionally be and remain at all times a lien, claim, and charge upon the Property prior and superior to the liens, claims and charges of the Loan Documents. The Bank would not make the New Senior Loan without this Agreement.
- M. DCCA and DHS have approved a restructuring of the Loan in a manner which: (1) will not alter the principal amount of the Loan, (2) will not alter the interest rate on the principal balance of the Loan, (3) will not alter the maturity date of the Loan, (4) will defer payments on the Loan from October 1, 2002 until February 1, 2003, (5) will waive late charges on deferred payments between October 1, 2002 and February 2003, (6) will incorporate a grace period of 5 days for monthly payments on the Loan due on or after February 1, 2003, and (7) will subordinate the Mortgage to the Amended Senior Mortgage (collectively, the "Restructuring").
- N. The aggregate amount of due but unpaid principal under the Loan as of the Closing Date is \$295,636.01.

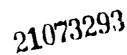
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Recitals which are made a contractual part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **AGREEMENTS**

<u>Section 1</u>. The Parties agree that the aggregate amount of due but unpaid principal under the Loan as of the Closing Date is \$295,636.01.

<u>Section 2</u>. Pursuant to the terms of the Inter-Lender Agreement, the City agrees to the execution of the Amended Senior Mortgage and the Amended Senior Documents.

Section 3. The City and El Hogar agree the CSBG Documents are modified as follows:



- 3.1. This Agreement shall be included in the definition of the term "Loan Documents" as set forth in the Loan Agreement
- **3.2.** Commencing on the date hereof, the repayment terms of the Loan Agreement and the Note shall be and are hereby amended to require that El Hogar repay the Loan as follows:

"Equal monthly installments of principal and interest, if any, in the amount of \$3,605.32 (the "Payment") commencing with an initial Payment due on February 1, 2003, followed by 80 consecutive Payments due on the first day of each subsequent calendar month. In addition, a final Payment of the entire outstanding principal balance, together with accrued and unpaid interest (if  $2v_J$ ) thereon and any other sums due hereunder or under any of the Loan Documents (as described in the Note), will be due and payable on December 1, 2009 (the "Maturity Date") or such earlier date as same may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents."

3.3. Commencing on the date hereof, the "late charge" terms of the Note shall be and are hereby amended as follows to incorporate a grace period of 5 days for monthly payments on the Loan due on or after February 1, 2003:

"If any payment of principal or interest (if any), due hereunder, or any other charges due to Holder as required under this Note or the other L var. Documents, shall not be paid by the fifth consecutive day after the date such payment is due, Maler shall pay Holder hereof as liquidated damages and not as a penalty an additional "late charge" of 15 percent of such delinquent payment or the maximum permitted by law, whichever is less in order to defray the increased cost of collection occasioned by any such late payments. Further any such delinquent payments (not including interest payments) shall bear interest from and after the date due at the lesser of the rate of 15 percent per annum or the maximum rate permitted by law until so paid."

Section 4. The City agrees that the Amended Senior Mortgage, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property prior and superior to the Mortgage and the Loan Documents. The maximum amount of indebtedness secured by the Amended Senior Mortgage is \$2,714,967.50 (which is a sum equal to 125% of the Senior Loan and the New Senior Loan) plus any disbursements for the payment of taxes and insurance on the Property, plus interest thereon, plus any other sums advanced in accordance with the terms thereof or any of the Amended Senior Documents to protect the security of the Amended Senior Mortgage.

Section 5. The City agrees that:

- 5.1. The City intentionally and unconditionally: (i) consents to the liens, claims and charges upon the Property of the Amended Senior Loan Documents, and (ii) subjects and subordinates the liens, claims and charges of the Loan Documents, as modified by this Agreement, in favor of the liens, claims and charges upon the Property of the Amended Senior Loan Documents and understands that in reliance upon, and in consideration of, this subjection and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into that would not be made or entered into but for the Bank's reliance upon this subjection and subordination.
- 5.2. Any waiver or forbearance by the Bank in the exercise of its rights and remedies under the Amended Senior Mortgage shall not impair the priority of the lien of the Amended Senior Wortgage.

Section 6. The Bank agrees that: (i) the Mortgage, the Loan Documents and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property; (ii) except as modified by this Agreement, the provisions of the Loan Documents remain in full force and effect and are hereby ratified and confirmed; (iv) the Mortgage shall continue to secure repayment of all amounts due under the Note; and (iv) the Mortgage, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property prior and superior to the Third Mortgage and the Third Loan Documents. The Bank acknowledges that this Agreement does not constitute a novation of the existing indebtedness under the Loan.

Section 7. This Agreement is the whole and only agreement with egard to the subordination of the liens, claims and charges of the Loan Documents to the Amended Senior Coan Documents. This Agreement is binding on and inures to the benefit of the legal representatives, heirs, successors and assigns of the Parties.

Section 8. Except as specifically modified by this Agreement, El Hogar agrees, represents, warrants and confirms to the City that:

**8.1.** All representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the City by or on behalf of El Hogar, in connection with the CSBG Documents were true, accurate and complete as of the date made or furnished to the City, and continue to be true, accurate and complete as if furnished or made by or with respect to El Hogar as of the date hereof;

- **8.2.** El Hogar claims no defense, right of offset or counterclaim against enforcement of this Agreement or any of the CSBG Documents and has no other claim against the City;
- **8.3.** El Hogar (i) is represented by independent legal counsel of its choice in the transactions contemplated by this Agreement; (ii) is fully aware and clearly understand all the terms contained in this Agreement; (iii) has voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement; (iv) is not relying on any representation, either written or oral, express or implied, made by the City other than as set forth in this Agreement; (v) on its own initiative has made proposals to the City, the terms of which are reflected by this Agreement; and (vi) has received actual and adequate consideration to enter into this Agreement;
- 8.4. The execution, delivery and performance of this Agreement and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which El Hogar is subject; and
- **8.5.** The execution, delivery and performance of this Agreement has been properly authorized by all requisite corporate action by El Hogar.
- Section 9. At the request of the Compussioner, El Hogar agrees to fund a segregated tax reserve account in the amounts and at intervals determined by the City to be sufficient to meet El Hogar's annual local, state and federal tax obligations.
- Section 10. Within two business days of receipt of notice or knowledge of the conditions described in this Section 10, El Hogar agrees to: (i) provide the City and the Bank with copies of any notices of default which El Hogar may receive from any creditor or pursuant to the terms of any agreement or transaction El Hogar may have entered or may enter to date or in the future; (ii) notify the City and the Bank of any adverse change in the financial condition of El Hogar; and (iii) notify the City and the Bank of any failure to make any payment when due to any creditor under any agreement or transaction El Hogar may have entered or may enter to date or in the future.
- Section 11. Records Retention And Access To Records; Project Closeout; Accenting; And Audit Requirements. El Hogar is accountable for all CSBG Funds it receives pursuant to the CSBG Documents and shall maintain, for a minimum of five years following the expiration or termination of all the CSBG Documents, adequate books, records, and supporting documents to verify the amount, recipients and uses of all disbursements of CSBG Funds passing in conjunction with any of the CSBG Documents. All books, records, and supporting documents related to the Project or the Property shall be available for inspection and audit by the City, DCCA, the Auditor General of the State of Illinois, or any of their duly authorized representatives, and El Hogar agrees to cooperate fully with any audit conducted by the City, the Auditor General or DCCA. El Hogar agrees to provide full access to all relevant

materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this <u>Section 11</u> shall establish a presumption in favor of the City for the recovery of any CSBG Funds disbursed by the City for which adequate books, records and supporting documentation are not available to support their purported disbursement.

Section 12. At the request of the Commissioner, El Hogar agrees to: (i) cooperate fully with any administration and management evaluation (the "Evaluation") conducted by the City or by a duly authorized representative of the City; and (ii) to provide to the City or to any authorized representative of the City access to all books, records and supporting documents related to the operation of the Property and any other facilities or programs owned or operated by El Hogar, and to all portions of the Property and any other facilities or programs owned or operated by El Hogar during normal business hours for the purpose of conducting the Evaluation. The scope and duration of the Evaluation shall be determined by the Commissioner. No later than 30 days after the Board of Directors of El Hogar has received the final report on the Evaluation, El Liogar will submit to the Commissioner a plan and implementation schedule to address any adverse findings of the Evaluation.

Section 13. The City, the Bank and El Hogar acknowledge and agree that, except as amended by this Agreement: (i) the provisions of the CSEG Documents remain in full force and effect, are hereby ratified and confirmed, and may be enforced by 'ne City against El Hogar in accordance with their terms; and (ii) this Agreement shall not be deemed to limit, waive or otherwise affect any of the terms, conditions, representations, warranties, covenants, indemnities, early termination provisions, or other undertakings set forth in the CSBG Documents, all of which shall continue to apply with full force and effect.

Section 14. In the event of a conflict or inconsistency between the provisions of the CSBG Documents or the Inter-Funder Agreement and the provisions of this Agreement, the provisions of this Agreement shall govern and control.

Section 15. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 16. No member of the governing body of the City or other unit of government and no officer, employee or agent of the City or other unit of government shall have any personal interest, direct or indirect, in this Agreement and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Section 17. No official, employee or agent of the City shall be charged personally by El Hogar, the Trustee or the Bank, or by any agent or subcontractor of El Hogar, the Trustee or the Bank with any liability or expenses of defense or shall be held personally liable to El Hogar, the Trustee or the Bank under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

Section 18. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that El Hogar may not assign this Agreement or its rights and obligations under the CSBG Documents without the prior written consent of the City.

Section 19. All notices given under this Agreement must be in writing and will be served effectively upon delivery, or if mailed, upon the first to occur of receipt or the expiration of forty-eight hours after deposit in certified United States mail, postage prepaid, sent to the Party at the following addresses, which may be changed by any Party by notice to all other Parties.

City of Chicago, Department of Human Services, 1615 West Chicago Avenue, Chicago, Illinois 60622, Attention: Commissioner.

With copies to: Department of Law, City c. Chicago, City Hall, Room 600, 121 North La Salle Street, Chicago, Illinois 60602, Attention: Finance and Economic Development Division.

And with copies to: Office of the Comptroller, City of Chicago, Room 800, 33 North La Salle Street, Chicago, Illinois 60602, Attention: Special Accounting, Loan Processing Unit.

Trustee: North Star Trust Company, 8383 West Belmont Avenue, River Grove, Illinois 60171.

Banco Popular North America, 4801 West Fullerton Avenue, Chicago, Illinois 60639, Attention: Commercial Real Estate Division.

With copies to: David Kallick, Tishler & Wald, Ltd., 200 South Wacker Drive, Su te 2600, Chicago, Illinois 60606.

The Home of the Child/Cuidar, 1714 South Loomis Street, Chicago, Illinois 60608, Attention: President.

With copies to: Anthony P. Janik, Abramson & Fox, One East Wacker Drive, Suite 3800, Chicago, Illinois 60601.

Section 20. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

Section 21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Proberty of Cook County Clark's Office

IN WITNESS WHEREOF, this Agreement is executed as of the day and year above written.

	CITY OF CHICAGO, acting by and through its Department of Human Services
	By:  Ray Vazquet  Commissioner
TO CONTY	BANCO POPULAR NORTH AMERICA, a New York banking association  By: Name:
	Its:
	THE HOME OF THE CHILD CUIDAR, an Illinois not-for-profit corporation  By:
	Name: Its:
	NORTH STAR TRUST COMPANY, an Illinois corporation, not personally, but solely as successor trustee under Trust Number 26577
STATE OF ILLINOIS )	By: Name: Its:

IN WITNESS WHEREOF, this Agreement is executed as of the day and year above written.

**CITY OF CHICAGO**, acting by and through its Department of Human Services

	Ву:
	Ray Vazquez
	Commissioner
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	BANCO POPULAR NORTH AMERICA,
	a New York banking association
	P. 1915
	By: Name: H. Paul Sori
	Name: H. Paul Sori Its: Assistant Vice President
	113.
	U.
	THE HOME OF THE CHILD/CUIDAR,
	an Illinois not-for-profit corporation
	By:
	Name:
	Its:
	NORTH STAR TRUST COMPANY, an Illinois
	corporation, not personally, but solely as successor trustee
	under Trust Number 26577
	By:
	Name:
	Its:

21073293

IN WITNESS WHEREOF, this Agreement is executed as of the day and year above written.

**CITY OF CHICAGO,** acting by and through its Department of Human Services

By:

Ray Vazquez

Commissioner

BANCO POPULAR NORTH AMERICA,
a New York banking association

By:
Name:
Its:

THE HOME OF THE CHILL/CUPAR, an Illinois not-for-profit corporation.

By: Jane M, GUTZg Myn() //(
Its: EXECUTIVE DIRECTURE)

this Document is signed by NORTHSTAR TRUST COMPANY of individually but solely as Trustee under certain Trust reement known as Trust No. 2577 id Trust Agreement is hereby made a part hereof and any ims against said Trustee which may result from the signing this Document shall be payable only out of accordance.

this Document shall be payable only out of any trust perty which may be held thereunder, and said trustee shall be personally liable for the performance of any of these and conditions of this Document or for the validity or diction of the title of said property or for any Document with sect thereto. Any and all personal liability of NORTH STAR IST COMPANY is hereby expressly waived by the parties to and their respective successors and assigns.

**NORTH STAR TRUST COMPANY,** an Illinois corporation, not personally, but solely as successor trustee under Trust Number 26577

Name: Maritza Castillo

Its: Sr. Land Trust Officer

21073293

Property of Cook County Clerk's Office



STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Ray Vazquez, personally known to me to be the Commissioner of the Department of Human Services of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such Commissioner, he signed and delivered said document pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21th day of suptimber 2002.

(SEAL)

OFFICIAL SEAL
VELMA LUCIANO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 22,2004

My Clort's Office

STATE OF ILLINOIS ) )SS COUNTY OF COOK )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT H. Paul Sori, personally known to me to be the Asst. Vice bresident of Banco Popular North America, a New York banking association (the "Bank") and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such Asst. Vickesidant, (s) he signed and delivered said document pursuant to av. hority, as his/her free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th. day of 2001 day., 2002.

21073293

County Clark's Office

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Maritza Castillo, personally known to me to be the Sr. Land Trust Officer of North Star Trust Company, an Illinois corporation (the "Trustee"), not personally but solely as trustee under that certain Trust Agreement dated December 15, 1997 and known as Trust Number 26577, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before ne this day in person and acknowledged that as such Sr. Land Trust Officer, (s)he signed and delivered said document pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and decd of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hard and notarial seal this day of \_\_\_\_\_\_, 2002

(SEAL)

OFFICIAL SEAL
CAROL CASTILLO
HOTARY PUBLIC, STATE OF ILLINOIS
HY COMMITE BION EXPIRES: 01/12/06

750 Price

Notary Public

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF COOK	)	

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Jane H. Gara - Many personally known to me to be the Executor Overland of The Home of the Child/Cuidar ("El Hogar"), an Illinois not-for-profit corporation, and known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such Executor During, he/she signed and delivered said document pursuant to authority given by the Board of Directors of El Hogar, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of El Hogar for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of Seven, 2002.

(SEAL)

"OFFICIAL SEAL"
ANTHONY P. JANIK
Notary Public, State of Illinois
My Commission Expires Dec. 21, 2004

#### EXHIBIT A

#### Legal Description

Parcel 1:

LOTS 38, 39 AND 40 IN STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTH EAST 1/4 OF BLOCK 2 IN JOHNSTON AND LEE'S SUBDIVISION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING'S.

Parcel 2:

LOT 30 IN BLOCK 1 IN HENRY AND WALKER'S SUBDIVISION OF BLOCK 2 IN JOHNSTON AND LEE'S SUBDIVISION OF SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Address Commonly Known as:

Parcel 1:

1708 South Loomis Street, Chic 190, Illinois

1710 South Loomis Street, Chicago, Illinois

1712 South Loomis Street, Chicago, Illmois

Parcel 2:

1631 South Loomis Street, Chicago, Illinois

#### **Permanent Index Numbers:**

Parcel 1:

17-20-303-042-0000

17-20-303-043-0000

17-20-303-044-0000

Parcel 2:

17-20-304-017-0000

10/4'S OFFICE