

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road Second Floor  
Schaumburg, Illinois 60173  
Attn: Randall S. Kulat, Esq.



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2831/0045 45 001 Page 1 of 20  
2002-10-30 09:33:58  
Cook County Recorder 62.00

*This space reserved for Recorder's use only*

Permanent Real Estate Tax Index No.:  
See Exhibit A

Address: Various properties located in Cook  
County, Illinois, as described on Exhibit A

## ASSIGNMENT AND ASSUMPTION AND THIRD MODIFICATION OF LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION AND THIRD MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 1<sup>st</sup> day of September, 2002, by and among 654-64 W. CORNELIA LIMITED PARTNERSHIP, 1435 N. DEARBORN LIMITED PARTNERSHIP, 1425 N. DEARBORN LIMITED PARTNERSHIP, 818 W. DIVERSEY LIMITED PARTNERSHIP, 3815-23 N. GREENVIEW LIMITED PARTNERSHIP, 3839-45 N. GREENVIEW LIMITED PARTNERSHIP, 373 HAZEL LIMITED PARTNERSHIP, 1128 MAPLE LIMITED PARTNERSHIP, 1130 MAPLE LIMITED PARTNERSHIP, 1134-44 MAPLE/1000-02 CRAIN LIMITED PARTNERSHIP, 1143-49 MAPLE/916-18 CRAIN LIMITED PARTNERSHIP, 1133-39 OAK LIMITED PARTNERSHIP, 627-35 W. OAKDALE LIMITED PARTNERSHIP, 724-32 W. ROSCOE LIMITED PARTNERSHIP, 515 SHERIDAN TERRACE LIMITED PARTNERSHIP, 2314-16 SHERMAN LIMITED PARTNERSHIP, 915-23 W. WAVELAND LIMITED PARTNERSHIP, 127-33 S. HARVEY LIMITED PARTNERSHIP, 325 KEDZIE LIMITED PARTNERSHIP and 3701 N. HOYNE LIMITED PARTNERSHIP, each an Illinois limited partnership (collectively, the "Original Borrowers"), DEARBORN TWO, LLC, DEARBORN ONE 1435, LLC, DIVERSEY BUILDING, LLC, HAZEL BUILDING, LLC, MAPLE BUILDING, LLC, NEW MAPLE, LLC, MAPLE/CRAIN, LLC, OAKDALE ONE 627, LLC, OAK BUILDING, LLC, SHERIDAN BUILDING, LLC, and SHERMAN BUILDING, LLC, each an Illinois limited liability company (collectively, the "New Borrowers"), WILLIAM B. SILVERSTEIN and

BOX 333-CT

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THOMAS B. SILVERSTEIN (collectively, the "Guarantors"), and OAK BROOK BANK, an Illinois banking corporation, its successors and assigns ("Lender").

## RECITALS:

Original Borrowers, Guarantors, and Lender entered into that certain Refinance Loan and Line of Credit Agreement dated July 9, 2001 ("Loan Agreement"), pursuant to which Lender agreed to loan to Original Borrowers an amount not to exceed Sixteen Million Six Hundred Thousand and no/100ths Dollars (\$16,600,000.00) in the aggregate ("Loan"), consisting of a \$15,100,000.00 term loan for the refinance of thirteen (13) parcels of improved real estate located in Cook County, Illinois, and as are legally described in **Exhibit A** hereto (collectively, the "Real Estate"), and a \$1,500,000.00 revolving line of credit ("Line of Credit").

The Loan is evidenced by a certain non-revolving term note ("Refinance Note") in the principal amount of \$15,100,000.00 and a certain revolving line of credit note ("Line of Credit Note") in the principal amount of not more than \$1,500,000.00 outstanding at any one time (the Refinance Note, the Line of Credit Note, together with the First Conversion Note and the Second Conversion Note (as such terms are hereinafter defined) are each individually referred to as a "Note" and collectively referred to as the "Notes").

The Notes are secured, among other things, by the following documents, each dated July 9, 2001 (collectively, with the other loan documents, referred to as the "Loan Documents"):

(a) Mortgage and Security Agreement (the "Mortgage") made by Original Borrowers to Lender and recorded in Cook County on July 10, 2001, as Document No. 0010608489 covering the Real Estate;

(b) Assignment of Rents and Leases (the "Assignment of Rents") made by Original Borrowers to Lender and recorded in Cook County on July 10, 2001, as Document No. 0010608490 covering the Real Estate; and

(c) Security Agreement made by Original Borrowers, as Debtors, to Lender, as Secured Party ("Security Agreement").

Pursuant to the global Guaranty made by Thomas B. Silverstein dated July 9, 2001 ("Thomas Guaranty"), in favor of Lender, Thomas B. Silverstein guaranteed the full amount of Lender's legal lending limit covering all loans made by Lender to Guarantors and all affiliates of Original Borrowers or Guarantors, subject to the limitations set forth therein.

Pursuant to the Guaranty made by William B. Silverstein dated July 9, 2001 ("William Guaranty"), in favor of Lender, William B. Silverstein guaranteed the full amount of Lender's legal lending limit covering all loans made by Lender to Guarantors and all affiliates of Original Borrowers or Guarantors, subject to the limitations set forth therein. The Thomas Guaranty and the William Guaranty are collectively referred to herein as the "Guaranties".

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Pursuant to that certain Environmental Indemnity Agreement dated July 9, 2001 ("Environmental Indemnity"), Original Borrowers and Guarantors agreed, among other things, to indemnify Lender from and against any loss or damage arising as the result of the existence of any Hazardous Materials (as such terms defined in the Environmental Indemnity) on the Real Estate.

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

The Loan Documents have been previously amended by the terms of that certain First Amendment to Refinance Loan and Line of Credit Agreement, Mortgage and Security Agreement, Line of Credit Note, Refinance Note, Security Agreement, Guaranties, Environmental Indemnity Agreement and other Loan Documents, made and entered into as of December 21, 2001 and recorded in Cook County, Illinois on January 9, 2002 as Document No. 0020034366 ("First Amendment"). Pursuant to the First Amendment, the Loan Documents were amended such that all of the then existing Line of Credit was converted to term financing, thereby increasing the amount of the Loan by \$1,500,000.00, and the Line of Credit maturity date was extended until December 31, 2002. Pursuant to the First Amendment, Original Borrowers executed and delivered to Lender an additional term note dated December 21, 2001 in the amount of One Million Five Hundred Thousand and no/100 (\$1,500,000.00) ("First Conversion Note"). The First Conversion Note is also secured by the Real Estate.

The Loan Documents have been further amended by the terms of that certain Second Amendment to Refinance Loan and Line of Credit Agreement, Mortgage and Security Agreement, Line of Credit Note, Refinance Note, Security Agreement, Guaranties, Environmental Indemnity Agreement and other Loan Documents, made and entered into as of April 22, 2002 and recorded in Cook County, Illinois on April 26, 2002 as Document No. 0020480845 ("Second Amendment"). Pursuant to the Second Amendment, the Loan Documents were amended such that all of the then existing Line of Credit was again converted to term financing, thereby increasing the amount of the Loan by an additional \$1,500,000.00, to the increased Loan amount of \$19,600,000.00. Pursuant to the Second Amendment, Original Borrowers executed and delivered to Lender an additional term note dated April 22, 2002 in the amount of One Million Five Hundred Thousand and no/100 (\$1,500,000.00) ("Second Conversion Note"). The Second Conversion Note is also secured by the Real Estate.

The First Amendment, the First Conversion Note, the Second Amendment and the Second Conversion Note shall each, where applicable, be included within the definition of "Loan Documents" herein.

Original Borrowers now desire to convey their respective ownership interests in the Real Estate to New Borrower. Accordingly, simultaneously with the recording of this Agreement, fee title interest in the Real Estate shall be vested solely with New Borrowers, as set forth on **Exhibit B** attached hereto.

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Original Borrowers, New Borrowers, Guarantors and Lender now desire to amend the Loan Documents to reflect (i) Original Borrowers' transfer of their respective interest in the Real Estate, including all obligations and indebtedness subject thereto as contained in the Loan Documents to New Borrowers; and (ii) New Borrowers' assumption of each and every obligation and liability of Original Borrowers under the Notes and the other Loan Documents (the "Assignment and Assumption").

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Except as set forth herein, each of the Original Borrowers hereby assigns, transfers, and conveys to the appropriate New Borrower, as set forth on **Exhibit B** attached hereto and made a part hereof, all of its respective rights, interests, powers, claims, remedies, and benefits in and to the Loan Documents. Notwithstanding anything contained herein to the contrary, however, the parties acknowledge and agree that neither 654-64 W. Cornelia Limited Partnership nor 127-33 S. Harvey Limited Partnership are assigning, transferring or conveying any interest to any New Borrower, and such Original Borrowers shall remain fully obligated under the Loan Documents.
2. **Assumption.** Each of the New Borrowers hereby accepts and agrees to such assignment and transfer and hereby unconditionally and absolutely assumes and undertakes each and every one of the obligations and liabilities of such Original Borrower under the Loan Documents on the same basis as if New Borrowers had executed such documents on their face when originally delivered to Lender by Original Borrowers.
3. **Note Modification Agreement.** New Borrowers shall execute and deliver certain Note Modification Agreements (collectively, the "Note Modification Agreements"), pursuant to which it will promise to pay to the order of Lender all obligations and liabilities of the maker under each of the Notes on the same basis as if New Borrowers had executed the Notes on their respective face when originally delivered to Lender by Original Borrowers. The Note Modification Agreements shall be attached to and made a part of each respective Note.
4. **Consent.** Lender hereby (i) consents to (a) the Assignment and Assumption of all of the obligations and liabilities under the Loan Documents from Original Borrowers to New Borrowers, and (b) the transactions described in the Recitals to this Agreement, and (ii) agrees that the Assignment and Assumption and the transactions contemplated hereby shall not, in and of themselves, constitute a breach, a default, an "Unmatured Event of Default" or an "Event of Default" each as defined in and/or under any of the Loan Agreement, the Notes or any other Loan Document.

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5. **Amendment of Mortgage and Assignment of Rents and Leases.** The “Mortgagor” under the Mortgage is hereby amended to be the New Borrowers. The “Assignor” under the Assignment of Rents is hereby amended to be the New Borrowers. New Borrowers hereby confirm and ratify all of the obligations and liabilities thereunder, which liabilities and obligations they have agreed to assume as stated herein.

6. **Other Conforming Amendments.** The Loan Agreement and the other Loan Documents, all as amended by this Agreement, are hereby amended to reflect and secure the Assignment and Assumption on the terms hereof. All requirements, conditions and obligations under any of the Loan Agreement, the Notes, the Mortgage and other Loan Documents, all as amended hereby, shall apply, govern and control the repayment of the Loan as amended hereby.

7. **Representations and Warranties of Original Borrowers and New Borrowers.** New Borrowers and Original Borrowers hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and Original Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of New Borrowers enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Original Borrowers or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Original Borrowers and/or New Borrowers, as the case may be, have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Each New Borrower is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Original Borrowers and/or New Borrowers, whichever the case may be. This Agreement has been duly executed and delivered on behalf of Original Borrowers and New Borrowers.

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(g) From and after the date hereof until the Loan is paid in full, each New Borrower will have good and merchantable fee simple title to the Real Estate as set forth in **Exhibit B**.

8. **Title Policy**. As a condition precedent to the agreements contained herein, New Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1401 007941344 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the change in mortgagor to New Borrowers and insure title in the name of New Borrowers. The endorsement shall indicate, as of the date this Agreement is recorded, the recording of this Agreement and insure the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

9. **Reaffirmation of Guaranties**. Guarantors ratify and affirm the Guaranties and agree that the Guaranties are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantors in the Guaranties are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. The Guaranties continue to be the valid and binding obligations of Guarantors, enforceable in accordance with their terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranties.

10. **Additional Requirements**. Lender's consent hereunder shall be subject to Original Borrowers, Guarantors and/or New Borrowers having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by all parties;
- (b) The Note Modification Agreements, executed by all parties;
- (c) UCC Financing Statement amendments;
- (d) An Operating Agreement, Articles of Organization and certificate of existence for each New Borrower and the Manager of New Borrowers; and
- (e) Such other documents as Lender may reasonably require.

11. **Expenses**. As a condition precedent to the agreements contained herein, New Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

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## 12. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Original Borrowers, Guarantors or New Borrowers merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Original Borrowers, New Borrowers, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Original Borrowers, New Borrowers, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Original Borrowers or New Borrowers nor shall privity of contract be presumed to have been established with any third party.

(d) Original Borrowers, New Borrowers, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Original Borrowers, New Borrowers, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note(s)", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note(s), the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Original Borrowers', Guarantors' and New Borrowers' obligations under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

## ORIGINAL BORROWERS:

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

**1435 N. DEARBORN LIMITED PARTNERSHIP**, an Illinois limited partnership

**1425 N. DEARBORN LIMITED PARTNERSHIP**, an Illinois limited partnership

**818 W. DIVERSEY LIMITED PARTNERSHIP**, an Illinois limited partnership

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

**5839-45 N. GREENVIEW LIMITED PARTNERSHIP**, an Illinois limited partnership

**373 HAZEL LIMITED PARTNERSHIP**, an Illinois limited partnership

**1128 MAPLE LIMITED PARTNERSHIP**, an Illinois limited partnership

**1130 MAPLE LIMITED PARTNERSHIP**, an Illinois limited partnership

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

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

**1133-39 OAK LIMITED PARTNERSHIP**, an Illinois limited partnership

(signatures continued on the following page)

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

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

**515 SHERIDAN TERRACE LIMITED PARTNERSHIP**, an Illinois limited partnership

**2314-16 SHERMAN LIMITED PARTNERSHIP**, an Illinois limited partnership

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

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

**325 KEDZIE LIMITED PARTNERSHIP**, an Illinois limited partnership

**3701 N. HOYNE LIMITED PARTNERSHIP**, an Illinois limited partnership

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

By:   
THOMAS B. SILVERSTEIN, President

**GUARANTORS:**

  
WILLIAM B. SILVERSTEIN, individually

  
THOMAS B. SILVERSTEIN, individually

(signatures continued on the following page)

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## NEW BORROWERS:

**DEARBORN TWO, LLC**, an Illinois limited liability company

**DEARBORN ONE 1435, LLC**, an Illinois limited liability company

**DIVERSEY BUILDING, LLC**, an Illinois limited liability company

**HAZEL BUILDING, LLC**, an Illinois limited liability company

**MAPLE BUILDING, LLC**, an Illinois limited liability company

**NEW MAPLE, LLC**, an Illinois limited liability company

**MAPLE/CRAIN BUILDING, LLC**, an Illinois limited liability company

**OAKDALE ONE 627, LLC**, an Illinois limited liability company

**OAK BUILDING, LLC**, an Illinois limited liability company

**SHERIDAN BUILDING, LLC**, an Illinois limited liability company

**SHERMAN BUILDING, LLC**, an Illinois limited liability company

**BY: BEAL HOLDINGS, LLC**, an Illinois limited liability company, the Manager of each

By: \_\_\_\_\_  
William B. Silverstein, its Manager

By: \_\_\_\_\_  
Thomas B. Silverstein, its Manager

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LENDER:

OAK BROOK BANK

By: Dee S

Its: SP

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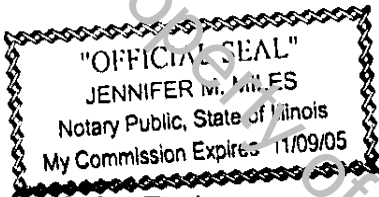


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STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF COOK )  
 DuPage

I Jennifer M Miles, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Heidi Smithson, VP of Oak Brook Bank, 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September, 2002.



Jennifer M Miles  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF COOK )

I, Debra L. Brdar, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William B. Silverstein and Thomas P. Silverstein, the Managers of Beal Holdings, LLC, an Illinois limited liability company, which is the Manager of DEARBORN TWO, LLC, DEARBORN ONE 1435, LLC, DIVERSEY BUILDING, LLC, HAZEL BUILDING, LLC, MAPLE BUILDING, LLC, NEW MAPLE, LLC, MAPLE/CRAIN, LLC, OAKDALE ONE 627, LLC, OAK BUILDING, LLC, SHERIDAN BUILDING, LLC, and SHERMAN BUILDING, LLC, each an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of September, 2002.

Debra L Brdar  
NOTARY PUBLIC

My Commission expires: 12.7.04



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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, DEBRA L. BRDAR Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS B. SILVERSTEIN as the President of ARBECA CORPORATION, the general partner ("General Partner") of 654-64 W. CORNELIA LIMITED PARTNERSHIP, 1435 N. DEARBORN LIMITED PARTNERSHIP, 1425 N. DEARBORN LIMITED PARTNERSHIP, 818 W. DIVERSEY LIMITED PARTNERSHIP, 3815-23 N. GREENVIEW LIMITED PARTNERSHIP, 3839-45 N. GREENVIEW LIMITED PARTNERSHIP, 373 HAZEL LIMITED PARTNERSHIP, 1128 MAPLE LIMITED PARTNERSHIP, 1130 MAPLE LIMITED PARTNERSHIP, 1134-44 MAPLE/1000-02 CRAIN LIMITED PARTNERSHIP, 1143-49 MAPLE/916-18 CRAIN LIMITED PARTNERSHIP, 1133-39 OAK LIMITED PARTNERSHIP, 627-35 W. OAKDALE LIMITED PARTNERSHIP, 724-32 W. ROSCOE LIMITED PARTNERSHIP, 515 SHERIDAN TERRACE LIMITED PARTNERSHIP, 2314-16 SHERMAN LIMITED PARTNERSHIP, 915-23 W. WAVELAND LIMITED PARTNERSHIP, 127-33 S. HARVEY LIMITED PARTNERSHIP, 325 KEDZIE LIMITED PARTNERSHIP and 3701 N. HOYNE LIMITED PARTNERSHIP, each an Illinois limited partnership (collectively, the "Partnerships"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said General Partner, as general partner of each of the Partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of September, 2002.

Debra L. Brdar  
NOTARY PUBLIC

My Commission expires: 12-7-04



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STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF COOK )

I DEBRA L. BRDAR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William B. Silverstein is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 18 day of September, 2002.

Debra J. Brdar  
Notary Public

My Commission Expires: 12-7-04

STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF COOK )



I DEBRA L. BRDAR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas B. Silverstein 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 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 18 day of September, 2002.

Debra J. Brdar  
Notary Public

My Commission Expires: 12-7-04



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## EXHIBIT A

### THE REAL ESTATE

#### LEGAL DESCRIPTION OF 654-664 CORNELIA, CHICAGO

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

COMMONLY KNOWN AS: 654-664 CORNELIA, CHICAGO

P.I.N.: 14-21-302-023-000

#### LEGAL DESCRIPTION OF 1425 N. DEARBORN, CHICAGO

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

COMMONLY KNOWN AS: 1425 N. DEARBORN, CHICAGO

P.I.N. 17-04-211-010-0000

#### LEGAL DESCRIPTION OF 1435 N. DEARBORN, CHICAGO

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

COMMONLY KNOWN AS: 1435 N. DEARBORN, CHICAGO

P.I.N. 17-04-211-007-0000

#### LEGAL DESCRIPTION OF 818 DIVERSEY, CHICAGO

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

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COMMONLY KNOWN AS: 818 W. DIVERSEY

P.I.N.: 14-29-230-025-0000

## LEGAL DESCRIPTION OF 127 S. HARVEY, OAK PARK

THE SOUTH 43 FEET OF LOT 8 AND ALL OF LOT 9 IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE EAST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND NORTH OF THE SOUTH 1466.5 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 127 S. HARVEY, OAK PARK

P.I.N. 16-08-301-024-000

16-08-301-025-000

## LEGAL DESCRIPTION OF 373 HAZEL, GLENCOE

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

COMMONLY KNOWN AS: 373 HAZEL, GLENCOE

P.I.N.: 05-07-205-019-0000

## LEGAL DESCRIPTION OF 1128 MAPLE, EVANSTON

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

COMMONLY KNOWN AS: 1128 MAPLE, EVANSTON

P.I.N.: 11-19-112-003-0000

## LEGAL DESCRIPTION OF 1134-44 MAPLE, EVANSTON

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

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COMMONLY KNOWN AS: 1134-44 MAPLE, EVANSTON

P.I.N.: 11-19-108-010-0000

## LEGAL DESCRIPTION OF 1143-49 MAPLE, EVANSTON

THE NORTH 80 FEET OF EACH OF LOTS 5, 6 AND 7 IN BLOCK 2 IN HARDIN'S ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH ½ OF THE WEST 24 ACRES OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ AND THAT PART LYING EAST OF SAME WEST OF RAILROAD OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1143-49 MAPLE, EVANSTON

P.I.N.: 11-19-109-001-0000

## LEGAL DESCRIPTION OF 627-33 OAKDALE, CHICAGO

LOT 2 IN MARY KNAUER'S SUBDIVISION OF THE NORTH ½ OF LOT 3 (EXCEPT THE EAST 263 FEET AND THE NORTH 10 FEET THEREOF) IN BICKERDIKE AND STEELE SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 263 FEET THEREOF) IN SUBDIVISION OF LOTS 4, 5 AND THE SOUTH ½ OF LOT 3 IN SAID STEELE AND BICKERDIKE SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 627-33 OAKDALE, CHICAGO

P.I.N.: 14-28-116-003-0000

## LEGAL DESCRIPTION OF 1133-39 OAK STREET, EVANSTON

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

COMMONLY KNOWN AS: 1133-39 OAK, EVANSTON

P.I.N.: 11-19-108-003-0000

## LEGAL DESCRIPTION OF 515 SHERIDAN, EVANSTON

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

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## DESCRIBED REAL ESTATE:

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

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

COMMONLY KNOWN AS: 515 SHERIDAN, EVANSTON/UNITS 101-106, 201-206 AND 301-306

P.I.N.: 11-20-103-036-1001

11-20-103-036-1002

11-20-103-036-1003

11-20-103-036-1004

11-20-103-036-1005

11-20-103-036-1006

11-20-103-036-1007

11-20-103-036-1008

11-20-103-036-1009

11-20-103-036-1010

11-20-103-036-1011

11-20-103-036-1012

11-20-103-036-1013

11-20-103-036-1014

11-20-103-036-1015

11-20-103-036-1016

11-20-103-036-1017

11-20-103-036-1018

## LEGAL DESCRIPTION OF 2314-16 SHERMAN, EVANSTON

LOT 15 (EXCEPT THE EAST 20 FEET AND EXCEPT THE SOUTH 25 FEET 1/8 INCH THEREOF) AND LOT 16 (EXCEPT THE EAST 20 FEET THEREOF) IN BLOCK 3 IN OWNER'S RESUBDIVISION OF BLOCKS 2, 5 AND 6 IN ORRINGTON'S ADDITION TO EVANSTON IN THE SOUTHWEST ¼ OF SECTION 7 TOWNSHIP 41 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2314-16 SHERMAN, EVANSTON

P.I.N: 11-07-115-012-0000

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## EXHIBIT B

<u>Address of Property</u>	<u>Existing Borrower</u>	<u>New Borrower</u>
1425 N. Dearborn, Chicago	1425 N. Dearborn Limited Partnership 3839-45 N. Greenview Limited Partnership	Dearborn Two, LLC
1435 N. Dearborn, Chicago	1435 N. Dearborn Limited Partnership 915-23 W. Waveland Limited Partnership	Dearborn One 1435, LLC
818 Diversey, Chicago	818 W. Diversey Limited Partnership 3839-45 N. Greenview Limited Partnership	Diversey Building, LLC
373 Hazel, Glencoe	373 Hazel Limited Partnership 3815-23 N. Greenview Limited Partnership	Hazel Building, LLC
1128 Maple, Evanston	1128 Maple Limited Partnership 1130 Maple Limited Partnership 3701 N. Hoyne Limited Partnership	Maple Building, LLC
1134 Maple, Evanston	1134-44 Maple/1000-02 Crain Limited Partnership 3815-23 N. Greenview Limited Partnership	New Maple, LLC
1143 Maple, Evanston	1143-49 Maple/916-18 Crain Limited Partnership 724-32 W. Roscoe Limited Partnership	Maple/Crain, LLC
627 West Oakdale, Chicago	627-35 W. Oakdale Limited Partnership 915-23 W. Waveland Limited Partnership	Oakdale One 627, LLC
1133 Oak Street, Evanston	1133-39 Oak Limited Partnership 724-32 W. Roscoe Limited Partnership	Oak Building, LLC
515 Sheridan, Evanston	515 Sheridan Terrace Limited Partnership 3815-23 N. Greenview Limited Partnership	Sheridan Building, LLC
2314 Sherman, Evanston	2314-16 Sherman Limited Partnership 325 Kedzie Limited Partnership	Sherman Building, LLC

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