



Eugene "Gene" Moore Fee: \$76.50
Cook County Recorder of Deeds
Date: 08/28/2003 03:48 PM Pg: 1 of 27

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

Patzik, Frank & Samotny Ltd.
Suite 900
150 South Wacker Drive
Chicago, Illinois 60606
Attn: James M. Teper, Esq.

THIRD AMENDMENT TO NOTE, MORTGAGES AND OTHER LOAN DOCUMENTS

THIS THIRD AMENDMENT TO NOTE, MORTGAGES AND OTHER LOAN DOCUMENTS ("Third Amendment") is made and entered into as of the 4th day of March, 2002, by and among LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated July 30, 1987 and known as Trust No. 103175-01 ("LaSalle Trustee"), STANDARD BANK AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated January 27, 1977, and known as Trust No. 5186 ("Standard Trustee") [LaSalle Trustee and Standard Trustee are hereinafter collectively referred to as the "Trustees"] 185 NORTH WABASH, LLC, a Delaware limited liability company ("Wabash") [LaSalle Trustee, Standard Trustee and Wabash are hereinafter collectively referred to as the "Borrower"], GERALD L. NUDO ("Nudo") and LAURENCE H. WEINER ("Weiner") [Nudo and Weiner are hereinafter individually referred to as a "Guarantor" and collectively referred to as the "Guarantors"], 28 EAST JACKSON, L.L.C., an Illinois limited liability company ("Jackson"), 309 WEST WASHINGTON, L.L.C., an Illinois limited liability company ("Washington") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

RECITALS

A. As of the date hereof, Borrower is presently indebted to Lender in the principal sum of SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,500,000.00) ("Loan"), which indebtedness is evidenced by that certain Mortgage Note ("Note") in the original principal amount of SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,500,000.00), dated as of January 6, 2000, and executed by Borrower in favor of the Lender.

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

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- (i) Leasehold Mortgage, Mortgage and Security Agreement dated January 6, 2000, executed by Wabash, LaSalle Trustee and Standard Trustee in favor of Lender and recorded on January 7, 2000, in the Recorder's Office of Cook County, Illinois, as Document No. 00018581 ("Mortgage"), which Mortgage encumbers the real property (and the improvements thereon) legally described on Exhibit A attached hereto;
- (ii) Assignment of Leases, Rents and Profits dated January 6, 2000, executed by Wabash, LaSalle Trustee and Standard Trustee in favor of Lender and recorded on January 7, 2000, in the Recorder's Office of Cook County, Illinois, as Document No. 00018582 ("Assignment of Leases");
- (iii) UCC-1 Financing Statements and UCC-2 Financing Statements executed by Wabash, LaSalle Trustee and Standard Trustee, as debtors, in favor of Lender, as secured party (collectively, the "UCC Financing Statements");
- (iv) Environmental Indemnity dated January 6, 2000, executed by Wabash in favor of Lender ("Environmental Indemnity");
- (v) Junior Mortgage and Security Agreement dated January 6, 2000, executed by Jackson in favor of Lender and recorded on January 7, 2000, with the Recorder's Office of Cook County, Illinois, as Document No. 00018584 ("Jackson Mortgage"), which Jackson Mortgage encumbers the real property (and the improvements thereon) legally described on Exhibit B attached hereto;
- (vi) Junior Mortgage and Security Agreement dated January 6, 2000, executed by Washington in favor of Lender and recorded on January 7, 2000, with the Recorder's Office of Cook County, Illinois, as Document No. 00018583 ("Washington Mortgage"), which Washington Mortgage encumbers the real property (and the improvements thereon) legally described on Exhibit C attached hereto;
- (vii) Guaranty Agreement dated January 6, 2000, executed by the Guarantors in favor of Lender ("Guaranty");
- (viii) Assignment Under Land Trust dated January 6, 2000, by and among Wabash, Lender and LaSalle Trustee ("LaSalle Collateral ABI");
- (ix) Assignment Under Land Trust dated February 23, 2000, by and among Wabash, Lender and Standard Trustee ("Standard Collateral ABI");
- (x) Modification of Loan Documents dated December 20, 2000, by and among Wabash, LaSalle Trustee, Standard Trustee, Jackson, Washington, Guarantors and Lender and recorded on February 2, 2001, in the Recorder's Office of Cook County Illinois as Document No. 0010091643 ("First Amendment"); and

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(xi) Second Amendment to Note, Mortgages and Other Loan Documents dated March 4, 2001, by and among LaSalle Trustee, Standard Trustee, Wabash, Washington, Jackson, Nudo, Weiner and Lender and recorded on May 9, 2001, in the Recorder's Office of Cook County, Illinois, as Document No. 0010387585 ("Second Amendment").

The Note, Mortgage, Assignment of Leases, UCC Financing Statements, Environmental Indemnity, Jackson Mortgage, Washington Mortgage, Guaranty, LaSalle Collateral ABI, Standard Collateral ABI, First Amendment and Second Amendment, together with all other documents evidencing or securing the Loan including this Third Amendment, are sometimes hereinafter collectively referred to as the "Loan Documents."

C. The Mortgage, as amended hereby, constitutes a valid first mortgage lien on the real property described on Exhibit A attached hereto and made a part hereof.

D. The Jackson Mortgage, as amended hereby, constitutes a valid second mortgage lien on the real property described on Exhibit B attached hereto and made a part hereof.

E. The Washington Mortgage, as amended hereby, constitutes a valid second mortgage lien on the real property described on Exhibit C attached hereto and made a part hereof.

F. Borrower has requested that Lender modify the Loan as provided in this Third Amendment.

G. Lender is willing to modify the Loan as provided in this Third Amendment provided: (a) that the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply and to the extent that said liens had immediately prior to the execution and delivery of this Third Amendment; (b) that no such amendment or modification shall constitute a waiver by Lender of any default by any of the parties to any of the Loan Documents; and (c) each of the parties hereto complies with and fulfills each of their obligations and requirements set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Jackson, Washington, Lender and Guarantors hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Third Amendment.
2. Defined Terms. Any and all capitalized terms used in this Third Amendment, unless otherwise defined herein, shall have the definitions subscribed thereto in the Mortgage.

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3. Promissory Note. Simultaneous with the execution and delivery of this Third Amendment to Lender, Borrower has executed and delivered to Lender an Amended and Restated Promissory Note in the original principal amount of \$6,500,000.00, dated March 4, 2002, which amends and restates the Note previously delivered to Lender.

4. Modification of Mortgage. The Mortgage is hereby modified to add the following immediately after Section 22 of the Mortgage:

“Company represents and warrants that:

- (a) Company is the record owner of the premises;
- (b) Company's chief executive office is located in the State of Illinois;
- (c) Company's state of formation is the State of Illinois;
- (d) Company's exact legal name is as set forth in the first paragraph of this Mortgage; and
- (e) Company's organizational identification number is 0035-699-9.

Mortgagor agrees that:

- (a) Where Collateral (as defined in the Uniform Commercial Code in effect from time to time) is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;
- (b) Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and
- (c) Until the indebtedness is paid in full, Company will not change the state where it is located or change its company name without giving the Mortgagee at least thirty (30) days prior written notice in each instance.

Mortgagor hereby irrevocably authorizes Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement

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or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage”.

5. Modification of Washington Mortgage. The Washington Mortgage is hereby modified to add the following immediately after Section 21 of the Washington Mortgage:

“Mortgagor represents and warrants that:

- (a) Mortgagor is the record owner of the premises;
- (b) Mortgagor's chief executive office is located in the State of Illinois;
- (c) Mortgagor's state of formation is the State of Illinois;
- (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and
- (e) Mortgagor's organizational identification number is 00107964.

Mortgagor agrees that:

Mortgagor agrees that:

- (a) Where Collateral (as defined in the Uniform Commercial Code in effect from time to time) is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;
- (b) Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and
- (c) Until the indebtedness is paid in full, Mortgagor will not change the state where it is located or change its company name without giving the Mortgagee at least thirty (30) days prior written notice in each instance.

Mortgagor hereby irrevocably authorizes Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless

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of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage'.

(6) Modification of Jackson Mortgage. The Jackson Mortgage is hereby modified to add the following immediately after Section 21 of the Jackson Mortgage:

“Mortgagor represents and warrants that:

- (a) Mortgagor is the record owner of the premises;
- (b) Mortgagor's chief executive office is located in the State of Illinois;
- (c) Mortgagor's state of formation is the State of Illinois;
- (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and
- (e) Mortgagor's organizational identification number is 0012911-9.

Mortgagor agrees that:

Mortgagor agrees that:

(a) Where Collateral (as defined in the Uniform Commercial Code in effect from time to time) is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

(b) Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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(c) Until the indebtedness is paid in full, Mortgagor will not change the state where it is located or change its company name without giving the Mortgagee at least thirty (30) days prior written notice in each instance.

Mortgagor hereby irrevocably authorizes Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request. Mortgagor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage”.

(7) Modification of the Mortgage and Other Loan Documents. Borrower, Lender and Guarantors acknowledge and agree that the Loan Documents are hereby modified to provide as follows:

(a) The outstanding principal balance of the Loan as of the date hereof is \$6,500,000.00;

(b) The Maturity Date of the Loan is hereby extended from March 4, 2002 to March 4, 2004; and

(c) Any and all notices To Borrower, Washington, Jackson, Guarantors or Lender required or permitted under the Note, Mortgage or other Loan Documents should be made to Borrower, Washington, Jackson, Guarantors and Lender at the following addresses:

If to Borrower, Washington, Jackson or Guarantors:

c/o Marc Realty
 200 West Jackson Boulevard
 Suite 1200
 Chicago, Illinois 60606
 Attn: Mr. Gerald L. Nudo and
 Laurence H. Weiner

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If to Lender:

LaSalle Bank National Association
8303 West Higgins Road
Suite 600
Chicago, Illinois 60631
Attn: Mr. Jerry Smulik
Senior Vice President
And Division Manager

(8) Reaffirmation of Obligations under the Note and Guaranty. Borrower, Washington, Jackson and the Guarantors hereby acknowledge and reaffirm their obligations under the Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower, Washington, Jackson and Guarantors in accordance with the terms of the Loan Documents as modified, amended and extended by this Third Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Without limiting the foregoing, the Guarantors specifically acknowledge and agree that they are jointly and severally liable under the Guaranty, as modified by this Third Amendment. Nothing contained in this Third Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower, Washington, Jackson or Guarantors of their respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Third Amendment.

(9) Reaffirmation of Representations and Warranties. Borrower, Washington, Jackson and the Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Borrower, Washington, Jackson and the Guarantors as stated in the Loan Documents are true and correct as of the date hereof as to Borrower, Washington, Jackson and the Guarantors, respectively.

(10) Expenses. Borrower shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Third Amendment, including, without limitation, attorneys' fees and costs, the loan extension fee of \$32,500.00, recording fees and title insurance charges.

(11) Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Third Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the

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execution of this Third Amendment and the documents and instruments executed and delivered pursuant to this Third Amendment, and shall survive and not be merged into the execution and delivery of this Third Amendment or any of the documents and instruments to be executed pursuant to this Third Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the Loan Documents, as modified by this Third Amendment; and all other documents and agreements executed in connection with the transactions described in this Third Amendment.

(12) Release of Claims. Borrower, Washington, Jackson and Guarantors acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower, Washington, Jackson and Guarantors hereby release and hold Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever which Borrower, Washington, Jackson and Guarantors may have had or currently have against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.

(13) No Third Party Beneficiaries. This Third Amendment is made and entered into for the sole protection and benefit of the Lender, Borrower and Guarantors, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

(14) Conflicts. The provisions of this Third Amendment shall govern and control in the event of any conflict between this Third Amendment and the provisions of any of the Loan Documents.

(15) Entire Agreement. Except as expressly set forth herein, this Third Amendment and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.

(16) Successors and Assigns; Assignability. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower, Washington, Jackson and/or the Guarantors may not assign their rights under the Loan Documents or this Third Amendment.

(17) Effect of Third Amendment. Except as specifically amended or modified by the terms of this Third Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to the Loan or the Loan Documents.

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- (18) Governing Law. This Third Amendment shall be governed by and be construed in accordance with the internal laws of the State of Illinois.
- (19) Captions. The title of this Third Amendment and the headings of the various paragraphs of this Third Amendment have been inserted only for the purposes of convenience and are not part of this Third Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Third Amendment.
- (20) Further Assurances. The parties hereto, and each of them, agree to execute from time to time, any and all documents reasonably requested by the others to carry out the intent of this Third Amendment.
- (21) Effective Date of This Third Amendment. The parties hereto acknowledge and agree that the terms and provisions of this Third Amendment shall be effective as of the date hereof.
- (22) Counterparts. This Third Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.
- (23) Monthly Deposits. Section 21 of the Second Amendment is hereby deleted in its entirety and is hereby replaced with the following:
- “(a) Monthly Deposits. Borrower hereby agrees that, commencing on April 1, 2002 and on the first (1st) day of each month thereafter until repayment of the Loan, Borrower shall deposit with Lender (i) the amount necessary to fulfill Borrower's obligation to fund the escrow for "taxes" as provided in Section 2 of the Mortgage ("Tax Escrow") and (ii) the amount of \$25,000.00 ("General Escrow"). The Tax Escrow and the General Escrow are hereinafter referred to as the "Escrow Amount". The monies being held by Lender as the General Escrow shall be held by Lender until repayment of the Loan in an interest-bearing account with interest inuring for the benefit of Borrower.
- (b) Security Interest. Borrower hereby grants to Lender a security interest in and assigns to Lender its interest in the Escrow Amount delivered monthly to Lender for the purpose of securing all indebtedness of Borrower to Lender under the Note and the other Loan Documents and all other indebtedness of Borrower to Lender, now existing or hereafter created, whether joint or several, primary or secondary, together with all renewals, extensions and revisions thereof, and as security for the performance and observance by Borrower of all covenants, agreements, representations and warranties of the Note and all other Loan Documents, all as now in effect or hereafter amended.”

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(24) Right of First Refusal. If the Borrower intends to solicit or receive a commitment or proposal to finance or refinance the Project (as described on Exhibit A of the Mortgage) to, Borrower agrees to promptly notify the Lender of the general terms and parameters that Borrower reasonably expects that it can obtain in the market place ("Financing Terms"), in writing, and provide Lender with such details of the Financing Terms. Within ten (10) business days after receipt of such notice by the Lender, Lender shall have the right to extend to Borrower a commitment for the foregoing financing of the Project upon terms and conditions which are within the parameters of the Financing Terms. This right shall only apply under circumstances where the Project is financed as a separate parcel for financing. Lender shall not have and specifically waives any right where the Project is being financed or refinanced as part of a financing package including other properties or projects.

(25) Exculpation of Trustees. This Third Amendment is executed by LaSalle Trustee and Standard Trustee, not personally, but as trustee as aforesaid, in the exercise and authority conferred upon and vested in them as such trustees. It is expressly understood and agreed by every person now or hereafter claiming any right hereunder, that nothing contained herein shall be construed as creating any liability on trustees personally to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder or under any of the Loan Documents, or to perform any warranties, indemnities, undertakings, agreements or covenants either expressed or implied herein contained, all such liabilities, if any, being expressly waived.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: *Gene A. Gordini*
Name: Gene A. Gordini
Title: Vice-President

LASALLE TRUSTEE:

LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee as aforesaid under Trust No. 103175-01

By: _____
Name: _____
Title: _____

STANDARD TRUSTEE:

STANDARD BANK AND TRUST COMPANY, not personally, but solely as Trustee as aforesaid under Trust No. 5186

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

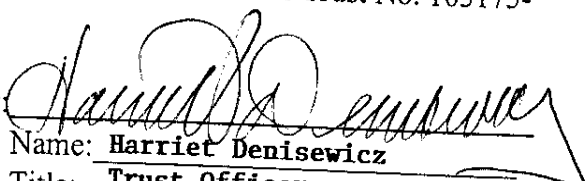
By: _____

Name: _____

Title: _____

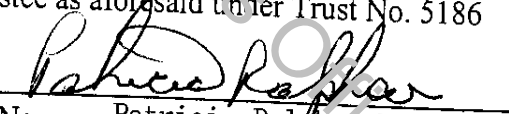
LASALLE TRUSTEE:

LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee as aforesaid under Trust No. 103175-01

By: 
Name: **Harriet Denisevicz**
Title: **Trust Officer**

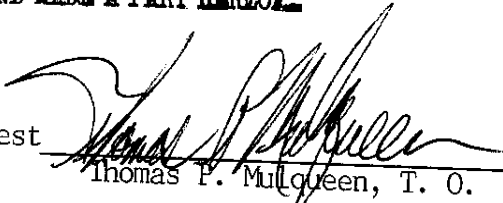
STANDARD TRUSTEE:

STANDARD BANK AND TRUST COMPANY, not personally, but solely as Trustee as aforesaid under Trust No. 5186

By: 
Name: **Patricia Ralphson, T. O.**
Title: _____

EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.

Attest


Thomas P. Mulqueen, T. O.

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[continued from page 12]

WABASH:

185 NORTH WABASH, LLC, a Delaware limited liability company

By: Gerald L. Nudo
Gerald L. Nudo, Manager

By: Laurence H. Weiner
Laurence H. Weiner, Manager

GUARANTORS:

Gerald L. Nudo
GERALD L. NUDO

Laurence H. Weiner
LAURENCE H. WEINER

JACKSON:

28 EAST JACKSON, L.L.C., an Illinois limited liability company

By: Gerald L. Nudo
Gerald L. Nudo, Manager

By: Laurence H. Weiner
Laurence H. Weiner, Manager

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WASHINGTON:

309 WEST WASHINGTON, L.L.C., an
Illinois limited liability company

By: _____

Gerald L. Nudo
Gerald L. Nudo, Manager

By: _____

Laurence H. Weiner
Laurence H. Weiner, Manager

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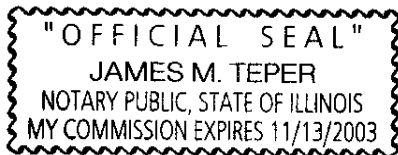
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Gar A. Frideric a Vice President of **LASALLE BANK NATIONAL ASSOCIATION**, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Vice President, appeared before me this day in person and being first duly sworn by me, acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9th day of April, 2002

[Signature]
Notary Public

My commission expires: 11/13/2002



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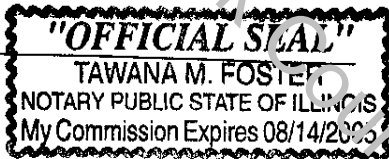
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that Harriet/^{Denise}Wicz, a Trust/^{Officer}President of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Trust/^{Officer}President, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15th day of April, 2002

Tawana M. Foster
Notary Public

My commission expires:



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This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 5186 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

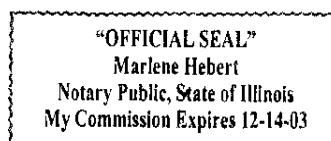
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson, T. O. of STANDARD BANK & TRUST COMPANY and Thomas P. Mulqueen, T. O. of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T. O. and T. O. respectively, 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 Bank, for the uses and purposes therein set forth; and the said T. O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of April,
20 02.

Marlene Hebert

Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, a notary public, in and for and residing in Cook County, in the State aforesaid, do hereby certify that _____, a _____ President of **STANDARD BANK AND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such _____ President, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this ____ day of _____, 2002

 Notary Public

My commission expires: _____

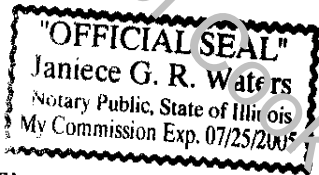
Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 GERALD L. NUDO and LAURENCE H. WEINER, personally known to me to be the managers of **185 NORTH WABASH, LLC**, a Delaware limited liability company ("LLC"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managers they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 2002.



Janiece G. R. Waters

 Notary Public

Commission expires: _____

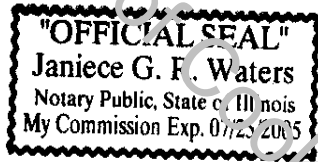
County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that GERALD L. NUDO and LAURENCE H. WEINER, the managers of **28 EAST JACKSON, L.L.C.**, an Illinois limited liability company ("LLC"), personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such managers, respectively, appeared before me this day in person and being first duly sworn by me, acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said LLC, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 2002.



Janiece G. F. Waters

Notary Public

My commission expires: _____

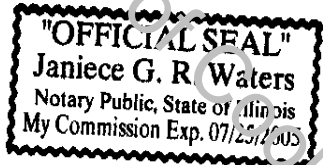
Property Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that GERALD L. NUDO and LAURENCE H. WEINER, the managers of **309 WEST WASHINGTON, L.L.C.**, an Illinois limited liability company ("LLC"), personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such managers, respectively, appeared before me this day in person and being first duly sworn by me, acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said LLC, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 2002.



Janiece G. R. Waters

Notary Public

My commission expires: _____

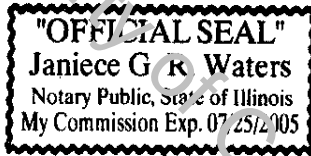
Property Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **GERALD L. NUDO**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 2002.



Janiece G. Waters

Notary Public

My commission expires: _____

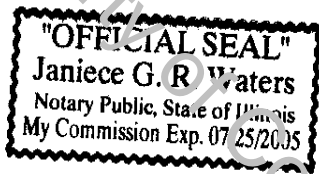
COOK County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **LAURENCE H. WEINER**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 2002.



Janiece G. R. Waters

Notary Public

My commission expires: _____

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 3 TO 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF A STRIP OF LAND 9.5 FEET IN WIDTH: (I) LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO; (II) LYING NORTH OF AND ADJOINING LOT 7 IN RICHARD T. HAINES' SUBDIVISION AFORESAID AND (III) LYING NORTH OF THE NORTH LINE EXTENDED EAST, OF LOT 7 IN RICHARD T. HAINES SUBDIVISION; ALL IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO AFORESAID, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 185 N. WABASH
 CHICAGO, ILLINOIS

PERMANENT INDEX NOS.: 17-10-306-001
 17-10-306-002

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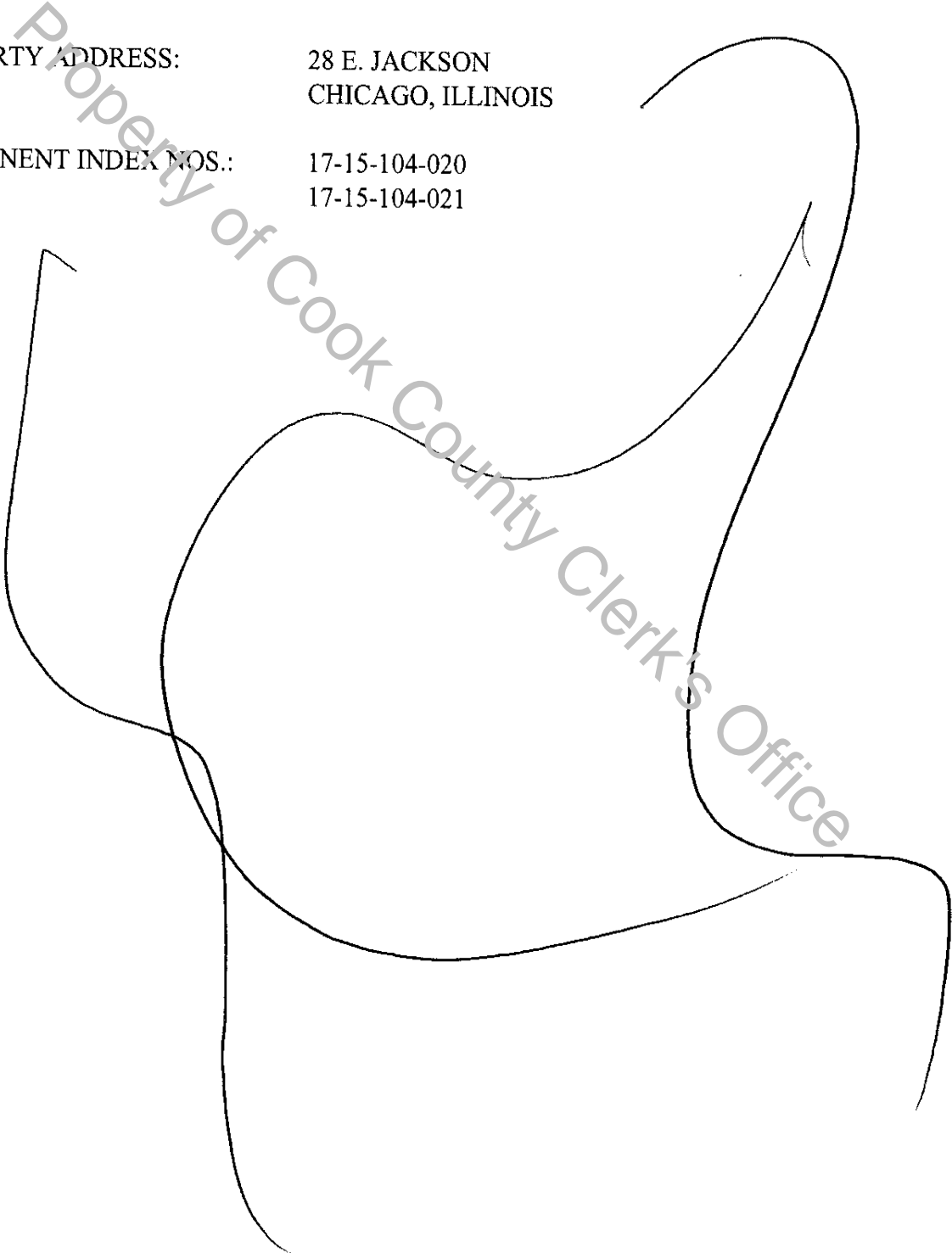
EXHIBIT B

LEGAL DESCRIPTION

LOT 2 AND 3 IN ASSESSOR'S DIVISION OF LOT 9 IN BLOCK 6 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 28 E. JACKSON
CHICAGO, ILLINOIS

PERMANENT INDEX NOS.: 17-15-104-020
17-15-104-021



UNOFFICIAL COPY

EXHIBIT C

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOT 1 AND THE EAST 1/4 OF LOT 2, IN BLOCK 53 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 309 WEST WASHING STREET
CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 17-09-453-011-0000

Property of Cook County Clerk's Office