Doc#: 0327418162 Eugene "Gene" Moore Fee: \$56.50 Cook County Recorder of Deeds Date: 10/01/2003 03:39 PM Pg: 1 of 17

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Chava E. Genet, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

GIT 4320826 MJ

CERTIFIFCATE OF FUTURE ADVANCE AND MORTGAGE MOI IFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the day of September, 2003, by and among PARK PLACE TOWER I, LLC, a Delaware limited liability company ("Borrower"), as mortgagor and debtor, RUSSELL W. GALGUT, SONNY KAHN AND THE MENIN 1998 FAMILY TRUST (collectively, the "Guarantor") whose address is c/o Crescent Heights, 2930 Biscayne Blvd., Miami, FL 33137 in favor of BANK OF AMERICA, N.A., a national banking association (the "Lender"), whose post office address is 100 S.E. 2nd Street, 14th Floor, Miami, Florida 33131, as mortgagee.

RECITALS

- A. Borrower requested and Lender made a \$44,300,000.00 loan (the "3-iginal Loan") to Borrower, which Loan was evidenced by a Promissory Note (the "Original Note") dated as of May 23-2093, executed by Borrower and made payable to the order of Lender in the original principal amount of \$44,300,000.00".
- B. The Original Loan was secured by a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Original Mortgage") dated as of May 23, 2003, from Borrower, as mortgagor, in favor of Lender, filed for record May 23, 2003, recorded as Instrument 0314339028, in the Public Records of Cook County, Illinois, which Original Mortgage encumbers certain real property (the "Land") together with the improvements located thereon (the "Improvements") situated in Cook County, Illinois, more particularly described in the Original Mortgage (the Land and the Improvements are sometimes hereinafter collectively referred to as the "Property").

- C. Concurrently with the original execution and delivery of the Original Note, Borrower executed other documents and instruments in connection with the Original Loan including, without limitation, a Loan Agreement dated May 23, 2003, as modified by that certain Amended and Restated Loan Agreement of even date herewith (collectively, the "Loan Agreement").
- D. Borrower has requested that Lender increase the amount of the loan by \$7,500,000.00 to Borrower to \$51,800,000.00 (the "Increased Loan") which Increased Loan is to be evidenced by an Amended and Restated Promissory Note and secured by the liens of the Original Mortgage, this Agreement, and all other security documents, instruments and collateral executed and delivered in connection therewith (collectively, the "Security Documents"). Lender is willing to make said Increased Loan to Borrower provided that Borrower gives Lender the representations, assurances and other agreements hereinafter set forth. Any capitalized term used and not defined in this Agreement shall have the meaning given to such term in the Original Mortgage.

AGREEMENT

NOw, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the paries hereto do hereby agree as follows:

- 1. The Regitals hereinabove contained are true and correct and are made a part hereof.
- 2. Concurrently herewith, Borrower has made, executed and delivered to Lender an amended and restated promissory note (the "Amended and Restated Note") of even date herewith, payable to the order of Lender, in the original principal amount of \$51,800,000.00.
- 3. Any reference in the Lori Agreement, the Security Documents and all other documents executed in connection therewith or pursuant thereto (collectively, the "Loan Documents") to (a) the "Loan" or "Loan Amount" shall mean \$51,800,000.00; (b) the "Note" shall mean the Amended and Restated Note, as the same may from time to time hereafter be extended, amended, modified, rest ated or renewed; and (c) the "Loan Documents" shall now include the Amended and Restated Note, this Agreement and all other documents and instruments executed in connection herewith. Any reference in the Original Note and the Security Documents to any Security Document shall mean the same as amended by this Agreement, and as the same may from time to time hereafter be amended, modified or restated.
- 4. Section 6.21 of the Original Mortgage is hereby deleted in its entirety and the following is inserted in lieu thereof:
 - "This Mortgage shall also secure such future or additional indebtedness of Borrower to Lender or such future or additional advances for construction, improvements, preservation, maintenance and operation of the Property and the security for payment of the Loan as may be made by Lender, whether such future advances are obligatory or are to be made at Lender's option, to Borrower, for any purpose; provided, however, that in no event shall the total amount secured hereby exceed two hundred percent (200%) of \$44,300,000.00."
 - 5. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, in no event shall The Menin 1998 Personal Trust have any liability under any of the Loan Documents.
- 6. The liens of the Security Documents now secure the repayment of the Amended and Restated Note to the same extent and with the same force and effect as if the Amended and Restated Note had been executed and delivered by Borrower to Lender at the time of the execution and delivery of the Original Mortgage such other documents and instruments.

- 7. Borrower and Guarantor represent, warrant, ratify and confirm unto to Lender that (i) the Note and the Loan Documents, as modified hereby, are valid and binding obligations of Borrower, as applicable, enforceable in accordance with their terms; (ii) all of the terms, covenants, conditions, representations, warranties and agreements contained in the Loan Documents are hereby ratified and confirmed in all respects; (iii) the Loan, as evidenced by the Note, shall continue to be secured by the Security Documents without novation or interruption; (iv) the Security Documents constitute a valid and subsisting first lien upon the property described therein in the order of priority described in Chicago Title Insurance Company's Mortgagee Title Insurance Policy No. 1301-004320826; and No oral representations, statements, or inducements have been made by Lender with respect to the Loan or this Agreement.
- 8. Borrower hereby agrees, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event that a orrower shall file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code the automatic stay imposed by Section 362 of Title 11 of the United States Code is waived, and such vaiver constitutes "cause" pursuant to 11 U.S.C. '362(d)(1) for the immediate lifting of the automatic stay in favor of Lender, and Borrower hereby knowingly and irrevocably waives all defenses and objections to such lifting of the automatic stay.
- 9. Lender's accommodation in agreeing to Borrower's request to modify the Loan and not insist upon the strict performance or any of the terms, conditions or provisions of any prior Loan Documents shall not be deemed to be a waiver of such terms, conditions and provisions, except as modified by this Agreement, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any or all of such terms, conditions and provisions, as modified by this Agreement.
- 10. Nothing in this Agreement is intended to reencumber, or shall have the effect of reencumbering, any portion of the Property which has been heretofore released by Lender from the lien of the Original Mortgage.
- way adversely affect the lien of the Security Documents. To the extent his Agreement or any provision hereof shall be construed by a court of competent jurisdiction as operating to subordinate the lien priority of the Security Documents to any claim which would otherwise be subordinate thereto (and provided that rulling is not appealed or appealable), such provision or provisions shall be void and of no force and effect; except that this Agreement shall constitute, as to any provision so construed, a lien upon the Property subordinate to such third person's lighten, incorporating by reference the terms of the Security Documents as amended by this Agreement. The Security Pocuments shall then be enforced pursuant to the terms therein contained, independent of any such provisions; provided, nowever, that notwithstanding the foregoing, Borrower and Lender, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing to Lender shall have been paid in full.
- Lender is under no obligation to grant or to make any further or additional to ans to Borrower or to further extend, amend or modify the Amended and Restated Note or the other Loan Documents.
- 13. Except as heretofore modified and except as modified by this Agreement, no term or condition of the Original Note or the Loan Documents shall be modified and the same shall remain in full force and effect.
- 14. THIS AGREEMENT WAS ACCEPTED BY LENDER IN THE STATE OF ILLINOIS AND PROCEEDS OF THE AMENDED AND RESTATED NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF FLORIDA, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEABILITY AND PERFORMANCE, OF THIS AGREEMENT, THE AMENDED AND RESTATED NOTE AND THE OTHER LOAN DOCUMENTS AND OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BF GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH,

THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT THERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE WHERE THE PROPERTY IS LOCATED. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN FLORIDA GOVERNS THIS AGREEMENT, THE AMENDED AND RESTATED NOTE AND THE OTHER LOAN DOCUMENTS.

- 15. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and a signs of the parties hereto.
- 16. This Agreement sets forth the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral between the parties relating to the subject matter herein.
- 17. Notwithstanding any other provisions set forth herein, this Agreement shall not be effective prior to the date that it has been recorded in the Official Records of the county in which the Land is located.

RELEASE

AS A MATERIAL IND IC MENT FOR LENDER TO EXECUTE THIS AGREEMENT, BORROWER DOES HEREBY RELEASE, WA.V. DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFF CERS DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALI LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVE'S ES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORKOWER EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGNOF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTOR'S, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER OR CAUSE WHATSOEVER THROUGH THE DATE HEREOF. BORROWER FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF LENDER'S EXECUTION OF THIS AGREEMENT, BORROWER COVENANTS WITH AND WARRANTS UNTO LENDL'R, AND ITS AFFILIATES AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, ODJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST LENDER OR THE OBLIGATION OF BORROWER TO SAY THE LOAN TO LENDER WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

MANDATORY ARBITRATION

Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements or instruments, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below. In the event of any inconsistency, the Special Rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action.

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- (a) <u>Special Rules</u>: The arbitration shall be conducted in Miami-Dade County, Florida and administered by J.A.M.S. who will appoint an arbitrator; if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall only, upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.
- (i) Reservations of Rights: Nothing in this Agreement shall be deemed to (i) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or (ii) be a waiver by Lender of the protection afforded to it by 12 U.S.C. Sec. 91 or any substantially equivalent state law; or (iii) limit the right of Lender (A) to exercise self help remedies such as (but not limited to) setoff, or (B) to foreclose against any real or personal property collateral, or (C) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief or the appointment of a receiver. Lender may exercise such self help rights, foreclose upon such protecty, or obtain such provisional or ancillary remedies before, during or after the pendency of any arbitration proceeding brought pursuant to this Agreement. At Lender's option, foreclosure under a deed of trust or Deed of Trust may be accomplished by any of the following: the exercise of a power of sale under the deed of trust or Deed of Trust, or by judicial sale under the deed of trust or Deed of Trust, or by judicial foreclosure. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

No provision in the Lean Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in d_rogation of the provisions in any Loan Document for arbitration of any controversy or claim.

WAI VEP. OF JURY TRIAL.

BORROWER AND HOLDER (AS DEFINED IN THE OR.GINAL MORTGAGE) WAIVE TRIAL BY JURY IN RESPECT OF ANY "CLAIM" AS DEFINED IN SECTION 1.2 OF THE ORIGINAL MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTAPILY MADE BY BORROWER AND HOLDER, AND BORROWER AND HOLDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREFMENT, THE AMENDED AND RESTATED NOTE AND THE OTHER LOAN DOCUMENTS. BORROWTR AND HOLDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FACE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

[INTENTIONALLY LEFT BLANK SIGNATURES BEGIN ON NEXT PAGE]

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

in the presence of:

BORROWER:

PARK PLACE TOWER I, LLC, a Delaware limited liability company,

The address and federal tax identification number of Borrower are:

c/o Crescent Heights 2930 Biscayne Boulevard Miami, Florida 33137 Tax ID # 65-0786027

Signed, sealed and delivered

PARK PLACE TOWER HOLDINGS I, LLC. a Delaware limited liability company, its sole member

sistant Vice

President

By:

STATE OF ILLINOIS

)SS:

COUNTY OF COOK

Ox Cook Court county and State aforesaid, DO HEREBY CERTIFY that Yaakov Litvin, as Assistant Vice President of Park Flace Tower Holdings I, LLC, a Delaware limited liability company, the sole member of Park Place Tower I, LLC, a Dela vare limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing in timent, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed 2..d delivered said instrument as the free and voluntary act of said limited liability company and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this Hay of

My Commission expires:

3-20-2006

OFFICIAL SEAL JONATHAN D. LEVY **NOTARY PUBLIC, STATE OF ILLINOIS** MY COMMISSION EXPIRES 3-20-2006

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GUARANTOR:

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)
I, Eis V. Carter, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIF
that Russell W. Gaiovi, personally known to me to be the same person whose name is subscribed to the foregoing instrument
appeared before me this Lay in person and acknowledged to me that he, being thereunto duly authorized, signed and delivere said instrument as his own fice and voluntary act, for the uses and purposes set forth therein.
said institution as his own fee and voluntary act, for the uses and phiposes set for it determ.
GIVEN under my hand and notarial seal this 4 day of 977 , 2003.
Mal/(lA
My Commission expires: Notary Public Property Public Notary Public
ERICA V CARTER
Expires 1/29/2006
Bonded through Florida Notary Assn., Inc.
*Ox.
<i>y</i>
Clark's Office

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GUARANTOR:

SONNY JAHN
STATE OF FLORIDA) SS. COUNTY OF MIAMI-DADE)
I, Evilar Value, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Sonny Kahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before meth's day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the uses and purposes set forth therein. GIVEN under my hare and notarial seal this day of the same person whose name is subscribed to the foregoing instrument, appeared before meth's day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the uses and purposes set forth therein.
Notary Public Notary Public Commission expires: Commission # DD0087629 Expires 1/29/2006
Bonded through Florida Usery Form, Inc.

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THE MENIN 1998 FAMILY TRUST

GUARANTOR:

Bruce A. Menin, Trustee
STATE OF NEW YORK) SS. COUNTY OF NEW YORK)
I, CALL 13. CRANCO, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIF that Bruce A. Menin, as it is stee of The Menin 1998 Family Trust, 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 to me that he being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the uses an
GIVEN under my hand and notarial seal this I day of Stot., 2003.
My Commission expires: GAIL E. CRENNAN Notary Public, State of New York No. 01CR6036956 Certified in Kings County Commission Expires August 6, 2006
T C/O/T
Continue of the continue of th

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LENDER:

Print Name: Blockson

BANK OF AMERICA, N.A., a national banking association

By Kimberly R. Harrell, Senior Vice President

The address of Lender is:

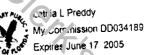
100 S.E. 2nd Street, 14th Floor Miami, Florada 33131

STATE OF FLORIDA)
COUNTY OF MIAMI-DADF)

On September 25, 2003, before me, the undersigned, Notary Public in and for said State and County, personally appeared Kimberly R. Harrell, as Senior Vice President of Bank of America, N.A., on behalf of said banking association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said Lettia L. Preddy County and State Miami-Dade, Florida (SEAL)



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   V-231, V-232, V-233, V-234, V-235, V-236, V-237, V-238, V-239, V-240,
   V-241, V-242, V-243, V-244, V-245, V-246, V-247, V-248, V-249, V-250,
   V-251, V-252, V-253, V-254, V-255, V-256, V-257, V-258, V-259, V-260,
   V-261, V-262, V-263, V-264, V-265, V-266, V-267, V-268, V-269, V-270,
   V-271, V-272, V-273, V-274, V-275, V-276, V-277, V-278, V-279, V-280,
   V-281, V-282, V-283, V-284, V-285, V-286, V-287, V-288, V-289, V-290,
   V-291, V-292, V-293, V-294, V-295, V-296, V-297, V-298, V-299, V-300,
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V-301, V-302, V-303, V-304, V-305, V-306, V-307, V-308, V-309, V-310, V-311, V-312, V-313, V-314, V-315, V-316, V-317, M-1, M-3, M-4, CO 1 AND CO 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK PLACE TOWER I CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0011020878, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 4 TO 8 AND LOT 9 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE RUNNING NORTH AND SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 9, 215.2 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 9) IN CARSON AND CHYTR/US' ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 1 IN EQUITABLE TRUST COMPANY'S SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE TILED PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 9 AND 10 IN BLOCK 1 IN PELEG APLL'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 21. AFORESAID TOGETHER WITH THAT PART OF VACATED FRONTIER AVENUE, FORMERLY BEACH COURT VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 20816906, LYIL'S WEST OF AND ADJOINING LOTS 9, 10, 11 AND 12 AND LYING EAST OF AND ADJOINING LOTS 5, 6, 7, AND 8 IN CARSON AND CHYTRAUS' ADDITION TO CHICAGO, AFOR SAID, (EXCEPT THOSE UNITS CONTAINED IN PARK PLACE TOWER I CONDOMINIUM FECORDED OCTOBER 31, 2001 AS DOCUMENT NO. 0011020878 AND AS AMENDED BY FIRST AMENDMENT RECORDED MAY 2, 2003 AS DOCUMENT NO. 0312218068) IN COOK COUNTY, ILLINOIS.

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2087 (AFFECTS UNIT V-287) 14 21 101 044 2088 (AFFECTS UNIT V-288) 14 21 101 044 2089 (AFFECTS UNIT V-289) 14 21 101 044 2090 (AFFECTS UNIT V-290) 14 21 101 044 2091 (AFFECTS UNIT V-291) 14 21 101 044 2092 (AFFECTS UNIT V-291) 14 21 101 044 2093 (AFFECTS UNIT V-293) 14 21 101 044 2094 (AFFECTS UNIT V-294) 14 21 101 044 2095 (AFFECTS UNIT V-295) 14 21 101 044 2096 (AFFECTS UNIT V-296) 14 21 101 044 2097 (AFFECTS UNIT V-297) 14 21 101 044 2098 (AFFECTS UNIT V-298) 14 21 101 044 2099 (AFFECTS UNIT V-299) 14 21 101 044 2100 (AFFECTS UNIT V-300) 14 21 101 044 2101 (AFFECTS UNIT V-301) 14 21 101 044 2102 (AFFECTS UNIT V-302) 14 21 101 044 2103 (AFFECTS UNIT V-303) 14 21 101 044 2104 (AFFECTS UNIT V-304) 14 21 101 044 2105 (AFFECTS UNIT V-305) 14 21 101 044 2106 (AFFECTS UNIT V-306) 14 21 101 044 2107 (AFFECTS UNIT V-307) 14 21 101 044 2108 (AFFECTS UNIT V-308) 14 21 101 044 2109 (AFFECTS UNIT V-309) 14 21 101 044 2110 (AFFECTS UNIT V-310) 14 21 101 044 2111 (AFFECTS UNIT V-311) 14 21 101 044 2112 (AFFECTS UNIT V-312) 14 21 101 044 2113 (AFFECTS UNIT V-313) 14 21 101 U44 2114 (AFFECTS UNIT V-314) 14 21 101 044 2115 (AFFECTS UNIT V-315) 14 21. 101 044 2116 (AFFECTS UNIT V-316) 14 21 101 044 2117 (AFFECTS UNIT V-52.7) 14 21 101 044 2118 (AFFECTS UNIT M-1) 14 21 101 044 2120 (AFFECTS UNIT 1-1) 14 21 101 044 2121 (AFFECTS UNIT M-4), 14 21 101 044 2122 (AFFECTS UNIT CO 1, FORMERLY KNOWN AS COMMERCIAL 1) AND 14 21 101 044 OCOOP COUNTY CONTYS 2123 (AFFFCTS UNIT CO 2, FORMERLY KNOWN AS COMMERCIAL 2) , VOL. 485.