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Cook County Recorder of Deeds
Date: 07/20/2004 03:17 PM Pg: 1 of 32

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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of July 19, 2004, by and among THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company (the "Mortgagor"), MATTHEW M. WALSH, DANIEL J. WALSH and RICHARD A. HANSON (the "Guarantors") (the Mortgagor and the Guarantors being sometimes referred to herein collectively as the "Borrower/Guarantor Parties"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("LaSalle"), and the other Lenders named in the signature pages to this Agreement (together with LaSalle, the "Lenders");

WITNESSETH:

WHEREAS, the Borrower/Guarantor Parties and the Lenders heretofore entered into the following documents (collectively, the "Documents");

- (i) Construction Loan Agreement dated as of July 1, 2002 (the "Loan Agreement"), by and among the Mortgagor and the Lenders;
- (ii) Construction Loan Mortgage Note dated July 1, 2002 (the "Note"), from the Mortgagor to LaSalle in the principal amount of \$190,000,000;

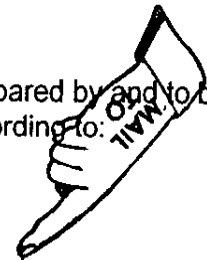
Permanent Tax Index Numbers and Address:

See Exhibit A

Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse
Seyfarth Shaw LLP
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603



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525 NNN

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(iii) Construction Loan Mortgage and Security Agreement dated as of July 1, 2002 (the "Mortgage"), from the Mortgagor to LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 13, 2002, as Document No. 0020886507;

(iv) Construction Loan Assignment of Rents and Leases dated as of July 1, 2002, from the Mortgagor to LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, August 13, 2002, as Document No. 0020886508;

(v) Assignment of Plans, Permits and Contracts dated as of July 1, 2002, from the Mortgagor to LaSalle;

(vi) Construction Loan Indemnity Agreement dated as of July 1, 2002, from the Mortgagor and the Guarantors to LaSalle; and

(vii) Construction Loan Guaranty of Payment and Performance dated as of July 1, 2002, from the Guarantors to LaSalle; and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, LaSalle, on its own behalf and as agent for the Lenders, is party to a Subordination and Intercreditor Agreement dated as of July 1, 2002, with MMBC Debt Holdings I, LLC, a Delaware limited liability company, as Mezzanine Lender, and joined in by the Mortgagor, and an Escrow Agreement by and among such Mezzanine Lender, LaSalle and Near North National Title Corporation provided for therein (collectively, the "Intercreditor Agreement"); and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Defined Terms. (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.

(b) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Loan Agreement.

Section 2. Modifications Relating to Assignment of Mezzanine Loan. (a) The parties acknowledge that the Mezzanine Loan referred to in the Loan Agreement is being assigned by MMBC Debt Holdings I, LLC, a Delaware limited liability company, to Bank of America, N.A., a national banking association. In conjunction with such assignment, the terms of such Mezzanine Loan are being modified and amended, and the Intercreditor Agreement is also being modified and amended.

(b) In order to conform the Loan Agreement to the matters described in paragraph (a) of this Section, the following defined terms contained in Section 1.1 of the Loan Agreement are hereby modified and amended to read as follows:

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"Intercreditor Agreement" means (i) the Subordination and Intercreditor Agreement dated as of July 1, 2002, by and between LaSalle, on its own behalf and as agent for the Lenders, and the Mezzanine Lender, as assignee of MMBC Debt Holdings I, LLC, a Delaware limited liability company, and joined in by the Mortgagor, as modified and amended by the Amendment to Subordination and Intercreditor Agreement dated as of July 19, 2004, by and between LaSalle on its own behalf and as agent for the Lenders, and the Mezzanine Lender, and joined in by the Mortgagor, and (ii) the Escrow Agreement by and among the Mezzanine Lender, LaSalle and the Title Company provided for therein, as modified and amended by the Amendment to Escrow Agreement dated as of July 19, 2004, by and among the Mezzanine Lender, LaSalle and the Title Company.

"Mezzanine Lender" means Bank of America, N.A., a national banking association, the assignee of MMBC Debt Holdings I, LLC, a Delaware limited liability company (except that the reference in Section 2.5(a)(vii) of this Agreement to the Mezzanine Lender is a reference to MMBC Debt Holdings I, LLC, a Delaware limited liability company).

"Mezzanine Loan" means the loan by the Mezzanine Lender in the amount of \$40,000,000 under the Mezzanine Loan Documents, as defined in the Intercreditor Agreement (except that the references in Section 2.5(a)(vii) of this Agreement to the Mezzanine Loan are references to such Mezzanine Loan as it existed prior to the assignment thereof by MMBC Debt Holdings I, LLC, a Delaware limited liability company, to Bank of America, N.A., a national banking association).

(c) In order to conform the Mortgage to the matters described in paragraph (a) of this Section, the following defined terms contained in Section 1.1 of the Mortgage are hereby modified and amended to read as follows:

"Intercreditor Agreement" means the Subordination and Intercreditor Agreement dated as of July 1, 2002, by and between the Mortgagee, on its own behalf and as agent for the Lenders, and the Mezzanine Lender, as assignee of MMBC Debt Holdings I, LLC, a Delaware limited liability company, and joined in by the Mortgagor.

"Mezzanine Lender" means Bank of America, N.A., a national banking association, the assignee of MMBC Debt Holdings I, LLC, a Delaware limited liability company.

"Mezzanine Loan" means the loan by the Mezzanine Lender in the amount of \$40,000,000 under the Mezzanine Loan Documents, as defined in the Intercreditor Agreement.

Section 4. Amendment of Section 2.6 of Loan Agreement. Section 2.6 of the Loan Agreement is hereby modified and amended in its entirety to read as follows:

Section 2.6. Release of Units. (a) Provided that no Default or Event of Default under this Agreement or any of the other Loan Documents has occurred and is continuing, subject to the provisions of paragraphs (b) and (c) of this

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Section, the Lenders shall release the lien of the Mortgage and the other Loan Documents with respect to a Unit and any personal property therein, upon payment to the Lenders of a Release Price in the amount provided below. The "Release Price" for each Unit shall be an amount equal to the difference between the following:

(i) the greater of (A) the minimum sale price for such Unit set forth in the Schedule of Minimum Sales Prices attached to this Agreement as Exhibit E, and (B) the actual gross sale price of such Unit, not including options, extras or upgrades, and

(ii) the Sale Price Adjustments (as defined below) with respect to such Unit.

For such purposes, the "Sale Price Adjustments" with respect to a Unit shall be an amount which in the aggregate shall not exceed an amount equal to 6% of the gross sale price of such Unit, not including options, extras or upgrades, allocable to --

(1) customary and reasonable real estate brokerage commissions payable to parties not related to the Mortgagor,

(2) title insurance, escrow, and closing costs and fees, including attorneys fees, and

(3) usual and customary prorations with respect to such Unit.

The Mortgagor shall make a payment on the principal of the Loan in the amount of the Release Price applicable to the Unit being sold on the date on which the sale of such Unit is closed. If any Release Price exceeds the principal balance outstanding on the Loan on the date such Release Price is received by the Lenders, the excess shall be deposited in the Release Payment Cash Collateral Account.

(b) Notwithstanding the provisions of paragraph (a) of this Section, from and after the earliest date as of which the aggregate of amounts paid on the principal of the Loan from Release Prices, together with amounts deposited in the Release Payment Cash Collateral Account from Release Prices (the "Aggregate Release Payment Amount"), is not less than \$139,000,000, or such greater amount as may be applicable pursuant to the provisions of paragraph (c) of this Section, the Lenders shall release the lien of the Mortgage and the other Loan Documents with respect to a Unit and any personal property therein upon payment to the Lenders of an amount equal to 65% of the Release Price for such Unit, provided that, in the case of each Unit and each Release Price, the following conditions have been satisfied:

(i) No Default or Event of Default has occurred and is continuing under this Agreement or any of the other Loan Documents;

(ii) The Mortgagor shall have furnished to the Lenders written evidence that an amount equal to 35% of the Release Price for such Unit

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has been paid to the Mezzanine Lender and applied by the Mezzanine Lender to make a payment on the principal outstanding on the Mezzanine Loan or, to the extent that any such amount exceeds the principal amount then outstanding on the Mezzanine Loan, such excess shall have been paid to the Lenders for application as provided in paragraph (a) of this Section; and

(iii) The Mortgagor shall have furnished to the Lenders written evidence that as of the date of such payment to the Mezzanine Lender, interest on the Mezzanine Loan was paid current through the then immediately preceding scheduled payment date therefor.

The portion of each Release Price paid to the Lenders as described above in this paragraph shall be used to make a payment on the principal of the Loan on the date on which the sale of the applicable Unit is closed. If such portion of a Release Price exceeds the principal balance outstanding on the Loan on the date such portion of a Release Price is received by the Lenders, the excess shall be deposited in the Release Payment Cash Collateral Account. Amounts paid to the Mezzanine Lender pursuant to clause (ii) of this paragraph shall be applied to the principal of the Mezzanine Loan only, and not to interest, fees or any other amounts due in connection with the Mezzanine Loan. With the exception of modifications and amendments to the Mezzanine Loan that are accomplished in accordance with the provisions of the Intercreditor Agreement, all references in this paragraph to the Mezzanine Loan are to the Mezzanine Loan as it exists on, and do not include any modifications and amendments of the Mezzanine Loan occurring after, the date of this Agreement.

(c) As of such date as the actual Aggregate Release Payment Amount based on payments received by the Lenders from Release Prices is \$139,000,000 (the "Calculation Date"), the Lenders shall determine the total projected revenue received and to be received by the Mortgagor from sales of Units that have closed and sales of Units that are then subject to Qualified Contracts, without including payments by Unit purchasers for options, extras and upgrades. The Lenders shall then determine as the Calculation Date a total projected Release Price amount, by subtracting from such total projected revenue amount, an amount equal to 6% of such total projected revenue amount (in order to account for the maximum Sale Price Adjustments allowed under paragraph (a) of this Section). The allocation of Release Prices that is permitted by paragraph (b) of this Section is predicated on the assumption and condition that as of the Calculation Date, the total projected Release Price amount calculated as described above will be not less than \$229,000,000. If as of the Calculation Date, the total projected Release Price amount calculated as described above is less than \$229,000,000, the amount of the deficiency thereof under \$229,000,000 shall be calculated and such deficiency shall be known as the "Release Price Deficiency". If there is a Release Price Deficiency, then the allocation of Release Prices that is permitted by paragraph (b) of this Section shall not become effective until the earliest date after the Calculation Date as of which the actual Aggregate Release Payment Amount based on payments received by the Lenders from Release Prices is not less than the sum of (i) \$139,000,000, plus (ii) the Release Price Deficiency. All calculations made by the Lenders pursuant to this paragraph shall be controlling absent manifest error.

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This paragraph shall never be applied so as to cause the Aggregate Release Payment Amount that will cause the allocation of Release Prices that is permitted by paragraph (b) of this Section to become effective to be less than \$139,000,000.

Section 5. Amendments of the Intercreditor Agreement and the Escrow Agreement. Contemporaneously with the execution and delivery of this Agreement, and as a condition to the agreements of the Lenders contained herein, the Intercreditor Agreement and the Escrow Agreement provided for therein shall be modified and amended pursuant to documents acceptable in form and substance to the Lenders in their sole and absolute discretion. The other Lenders hereby authorize LaSalle in its capacity as Agent for the Lenders, to approve, execute and deliver modifications and amendments to the Intercreditor Agreement and the Escrow Agreement on behalf of the Lenders, each in a form acceptable to LaSalle in its capacity as Agent.

Section 6. Attachment to Note. The Lenders may, and prior to any transfer by them of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 7. Representations and Warranties. In order to induce the Lenders to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Lenders as follows:

(a) The Mortgagor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly admitted to transact business in the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.

(b) The Heritage at Millennium Park Mezzanine LLC ("Heritage Mezzanine") is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute and deliver this Agreement and each of the Documents to which the Mortgagor is a party in its capacity as the manager of the Mortgagor.

(c) Mesa MPT LLC ("Mesa") is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute and deliver this Agreement and each of the Documents to which the Mortgagor is a party in its capacity as the manager of Heritage Mezzanine, which is the manager of the Mortgagor.

(d) This Agreement and each of the Documents has been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement and each of the Documents constitutes a valid and legally binding obligation enforceable against such of the Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement and the Documents and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the certificate of formation or articles of organization or limited liability company agreement or operating agreement of the Mortgagor,

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Heritage Mezzanine or Mesa, or any agreement or other instrument to which any of the Borrower/Guarantor Parties, Heritage Mezzanine or Mesa are a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.

(e) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents.

(f) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.

(g) The statements contained in the recitals to this Agreement are true and correct.

Section 8. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended herein; (ii) acknowledge and agree that the Lenders, by entering into this Agreement, do not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Lenders have not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 9. Certifications, Representations and Warranties. In order to induce the Lenders to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Lenders that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Lenders are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 10. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth.

Section 11. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

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Section 12. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 14. Construction. (a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Borrower/Guarantor Parties and the Lenders, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 15. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 17. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Lenders hereby notify the Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lenders' policies and practices, the Lenders are required to obtain, verify and record certain information and documentation that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow the Lenders to identify the Mortgagor in accordance with the Act. In addition, the Mortgagor shall (i) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury, or included in any Executive Orders, (ii) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended. The Loan Documents are hereby modified and amended to incorporate the foregoing provisions of this Section.

[SIGNATURE PAGE(S) AND EXHIBIT(S), IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

Mortgagor:

THE HERITAGE AT MILLENNIUM PARK, LLC

By The Heritage at Millennium Park Mezzanine LLC, Sole Member and Manager

By Mesa MPT LLC, Manager

By Richard A. Hanson
Richard A. Hanson
Manager

Guarantors:

Matthew M. Walsh
Matthew M. Walsh

Daniel J. Walsh
Daniel J. Walsh

Richard A. Hanson
Richard A. Hanson

Lenders:

LASALLE BANK NATIONAL ASSOCIATION

By _____
Vice President

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

Mortgagor:

THE HERITAGE AT MILLENNIUM PARK, LLC

By The Heritage at Millennium Park Mezzanine LLC, Sole Member and Manager

By Mesa MPT LLC, Manager

By _____
Richard A. Hanson
Manager

Guarantors:

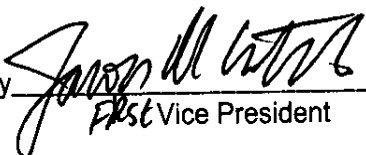
Matthew M. Walsh

Daniel J. Walsh

Richard A. Hanson

Lenders:

LASALLE BANK NATIONAL ASSOCIATION

By  _____
First Vice President

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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By Ronald E. Luraschi

Title:



RONALD E. LURASCHI
SENIOR VICE PRESIDENT

ASSOCIATED BANK, N.A.

By _____

Title:

CITIZENS FINANCIAL SERVICES, FSB

By _____

Title:

FIFTH THIRD BANK (CHICAGO)

By _____

Title:

MARQUETTE BANK

By _____

Title:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By _____

Title:


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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By _____
Title:

ASSOCIATED BANK, N.A.

By  _____
Title: Gregory T. Warsek
Senior Vice President/Regional Manager

CITIZENS FINANCIAL SERVICES, FSB

By _____
Title:

FIFTH THIRD BANK (CHICAGO)

By _____
Title:

MARQUETTE BANK

By _____
Title:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By _____
Title:

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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By _____
Title:

ASSOCIATED BANK, N.A.

By _____
Title:

CITIZENS FINANCIAL SERVICES, FSB

By Mary K. Panas
Title: First Vice President

FIFTH THIRD BANK (CHICAGO)

By _____
Title:

MARQUETTE BANK

By _____
Title:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By _____
Title:

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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By _____
Title:

ASSOCIATED BANK, N.A.

By _____
Title:

CITIZENS FINANCIAL SERVICES, FSB

By _____
Title:

FIFTH THIRD BANK (CHICAGO)

By William J. Johnson
Title: VICE PRESIDENT

MARQUETTE BANK

By _____
Title:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By _____
Title:

Property of Cook County Clerk's Office

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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By _____
Title:

ASSOCIATED BANK, N.A.

By _____
Title:

CITIZENS FINANCIAL SERVICES, FSB

By _____
Title:

FIFTH THIRD BANK (CHICAGO)

By _____
Title:

MARQUETTE BANK

By Kevin J. Wagner
Title: VICE PRESIDENT

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By _____
Title:

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AMALGAMATED BANK, as Trustee of LongView ULTRA I
Construction Loan Investment Fund

By _____
Title:

ASSOCIATED BANK, N.A.

By _____
Title:

CITIZENS FINANCIAL SERVICES, FSB

By _____
Title:

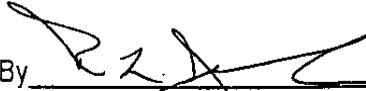
FIFTH THIRD BANK (CHICAGO)

By _____
Title:

MARQUETTE BANK

By _____
Title:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS *
* now known as National City Bank of the Midwest

By  _____
Title: **Executive Vice President**

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OAK BROOK BANK

By Mindy Stelmer
Title: Vice President

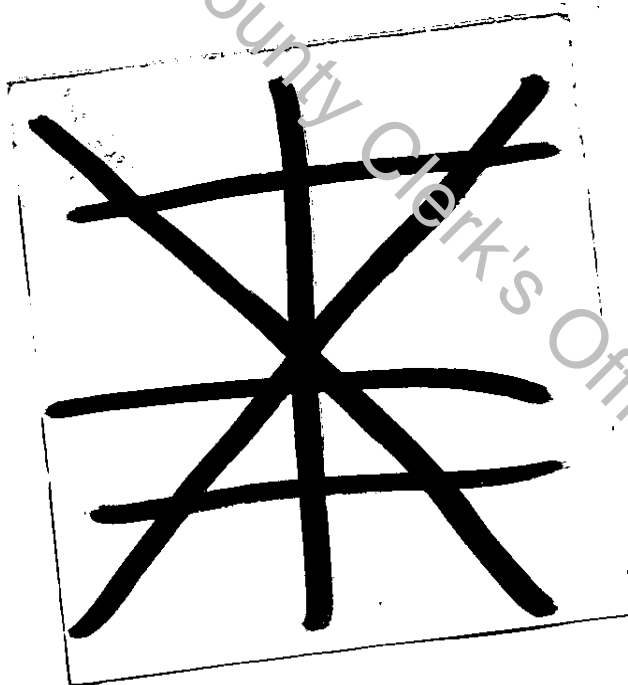
STANDARD BANK AND TRUST CO.

By _____
Title: _____

THE UNION LABOR LIFE INSURANCE COMPANY

By _____
Title: _____

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OAK BROOK BANK

By _____
Title:

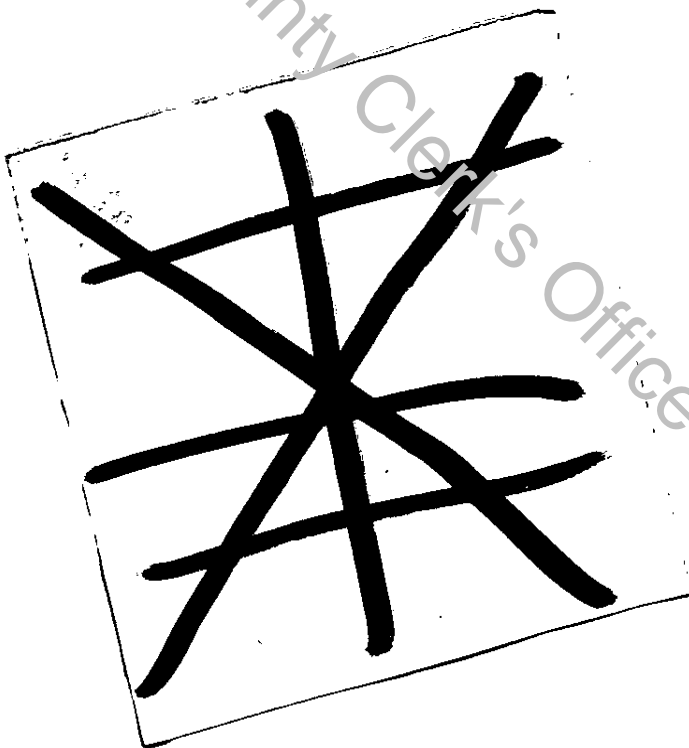
STANDARD BANK AND TRUST CO.

By JOHN C FLEMMING *John C Fleming*
Title: SENIOR VICE PRESIDENT

THE UNION LABOR LIFE INSURANCE COMPANY

By _____
Title:

Property of Cook County Clerk's Office



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OAK BROOK BANK

By _____
Title:

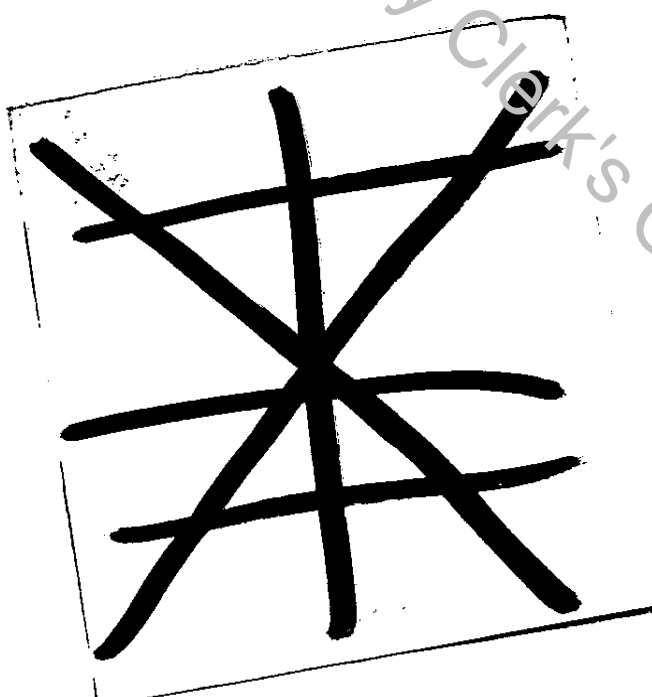
STANDARD BANK AND TRUST CO.

By _____
Title:

THE UNION LABOR LIFE INSURANCE COMPANY

By Herbert A. Kolben
Title: **Herbert A. Kolben**
Vice President

Property of Cook County Clerk's Office



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12 day of July, 2004, by Richard A. Hanson, the Manager of Mesa MPT LLC, a Delaware limited liability company, the Manager of The Heritage at Millennium Park Mezzanine LLC, a Delaware limited liability company, the Manager of The Heritage at Millennium Park, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

Pamela Petrizzi

Notary Public

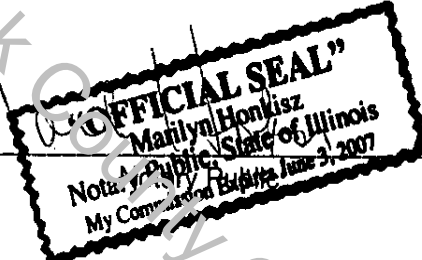


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12 day of July, 2004, by Matthew M. Walsh.

Marilyn Honkisz

Notary Public
My Commission Expires June 3, 2007

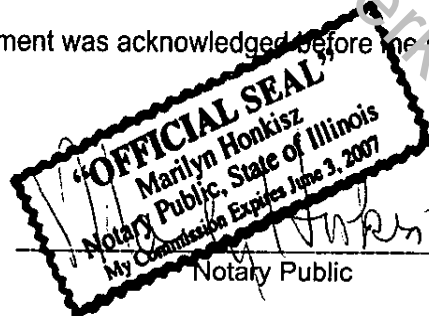


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 12 day of July, 2004, by Daniel J. Walsh.

Marilyn Honkisz

Notary Public
My Commission Expires June 3, 2007



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of July, 2004, by Richard A. Hanson.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of July, 2004, by Jason M. Costello FVP of LaSalle Bank National Association, a national banking association, on behalf of the association.



Preeti Saini

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of Amalgamated Bank, a bank organized under the laws of the State of New York, as Trustee of LongView ULTRA I Construction Loan Investment Fund, a collective trust organized under the laws of the State of New York, on behalf of the bank.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by Richard A. Hanson.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of LaSalle Bank National Association, a national banking association, on behalf of the association.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15th day of July, 2004, by Richard Hanson, SVP of Amalgamated Bank, a bank organized under the laws of the State of New York, as Trustee of LongView ULTRA Construction Loan Investment Fund, a collective trust organized under the laws of the State of New York, on behalf of the bank.

Ian Ifill

Notary Public

Ian Ifill
Notary Public State of New York
No. 011F6008541
Qualified in Bronx County
Commission Expires in June 08 - 06



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of Associated Bank, N.A., a national banking association, on behalf of the association.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of Citizens Financial Services, FSB, a Federal savings bank, on behalf of the bank.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of July, 2004, by William J. Schlesser, Vice President of Fifth Third Bank (Chicago), a Michigan banking corporation, on behalf of the corporation.

Zornitza Kirilova

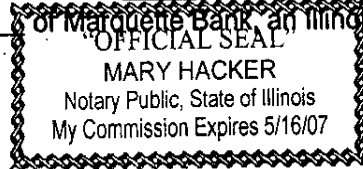
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14 day of July, 2004, by KEVIN WAGNER, VICE PRESIDENT of Marquette Bank, an Illinois banking corporation, on behalf of the corporation.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of National City Bank of Michigan/Illinois, a national banking association, on behalf of the association.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____ of Oak Brook Bank, an Illinois banking corporation, on behalf of the corporation.

Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Parcel 1:

THE WEST ½ OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE EAST ½ OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4:

LOT 3 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 5:

LOT 4 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 6:

LOT 5 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 7:

LOT 6 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 8:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 7 OF THE LAND CREATED UNDER THE EASEMENT AGREEMENT DATED OCTOBER 25, 2002 AND RECORDED NOVEMBER 27, 2002 AS DOCUMENT NUMBER 0021314742 BY AND BETWEEN THE

UNOFFICIAL COPY

HERITAGE AT MILLENNIUM PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND GARLAND OFFICE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY OVER THE FOLLOWING DESCRIBED LAND:

GARLAND PARCEL:

LOTS 7 AND 8 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers:

17-10-309-001
17-10-309-010
17-10-309-011
17-10-309-003
17-10-309-004
17-10-309-005
17-10-309-006
17-10-309-007
17-10-309-008

Address of Premises:

Southeast corner of Randolph Street
and Wabash Avenue
Chicago, Illinois