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Cook County Recorder of Deeds
Date: 01/06/2005 12:09 PM Pg: 1 of 6

(Space Above For Recorder's Use)

FIRST AMENDMENT TO

THE BROOKFIELD TERRACE CONDOMINIUMS

DECLARATION OF CONDOMINIUM OWNERSHIP

Dated: January 6, 2005

Property Address: 8822 Brookfield Avenue
Brookfield, Illinois 60513

Permanent Index Nos: 15-34-422-031
15-34-422-032
15-34-422-033
15-34-422-034
15-34-422-035
15-34-422-036

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE BROOKFIELD TERRACE CONDOMINIUMS

This First Amendment to Declaration ("Amendment"), made and entered into this 6th day of January, 2005, by Lakeside Bank, an Illinois Banking Corporation, as Trustee under Trust Agreement dated May 16, 2003, and known as Trust No. 10-2522, and not individually (hereinafter sometimes referred to as the "Trustee");

WITNESSETH:

WHEREAS, by a Declaration of Condominium (Declaration) recorded in the Recorder's Office of Cook County, Illinois, as Document No. 0427844050, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (Act); and

WHEREAS, the Declaration reserves to the Developer (as defined in the Declaration) the right to reallocate and reassign the Garage Units (as defined in the Declaration); and

WHEREAS, the Trustee at the direction of the Developer now desires to so reallocate and reassign the Garage Units;

NOW, THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. Exhibit D of the Declaration is hereby amended by substituting therefor Exhibit D attached hereto. The changes to Exhibit D are as follows:

Unit Number 310 is reassigned Garage Unit G-18; and
Unit Number 504 is reassigned Garage Unit G-7

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of Lakeside Bank, Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by Lakeside Bank, Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Lakeside Bank, Trustee not in its own right, but solely in the exercise of the power conferred on it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lakeside Bank, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any representation, covenant, undertaking, or agreement of the said Lakeside Bank, Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, the said Lakeside Bank, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

LAKESIDE BANK
as Trustee as aforesaid and not individually,

By: *Vincent J. Tolve*

Its: _____

VICE PRESIDENT & TRUST OFFICER

ATTEST:

Its: _____

**SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.**

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Augusta Muresan*, a Notary Public in and for said County and State, do hereby certify that *Vincent J. Tolve* and _____, and _____, respectively, of Lakeside Bank (Bank), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Vice Presid. & Trust Officer* and _____, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth; and the Vice President did also then and there acknowledge that he, as custodian of the corporate seal of the Bank, did affix the corporate seal of the Bank to the foregoing instrument as his own free and voluntary act, and as the free and voluntary act of the Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *6th* day of January, 2005.

Aturesan

Notary Public



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Lakeside Bank, holder of a note secured by a mortgage on the property dated April 23, 2004, hereby consents to the execution and recording of the above and foregoing First Amendment to Declaration of Condominium, and hereby submits the mortgage recorded on June 17, 2004, as Document Number 0416910130 to the provisions of the above and foregoing First Amendment to Declaration of Condominium and the Condominium Property Act.

IN WITNESS WHEREOF, the said Lakeside Bank has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this _____ day of January, 2005.

LAKESIDE BANK

By *Thomas Spangler*
ASST. VICE PRESIDENT

ATTEST:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, *Augusta Muresan*, a Notary Public in and for said County and State, do hereby certify that *Thomas Spangler* and _____, and _____, respectively, of Lakeside Bank (Bank), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Assist. Vice President* and _____, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *6th* day of January, 2005.



Augusta Muresan
Notary Public

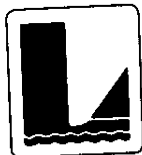
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EXHIBIT D

<u>Unit No.</u>	<u>Garage Unit No. Limited Common Element</u>
301	G-2
302	G-44
303	G-29
304	G-15
305	G-14
306	G-36
307	G-27
308	G-28
309	G-3
310	G-18
401	G-6
402	G-31
403	G-8
404	G-9
405	G-43
406	G-17
407	G-40
408	G-41
409	G-10
410	G-5
501	G-12
502	G-13
503	G-4
504	G-7
505	G-30
506	G-14
507	G-37
508	G-33
509	G-20
510	G-35
601	G-16
602	G-32
603	G-26
604	G-42
605	G-21
606	G-34
607	G-25
608	G-24
609	G-23
610	G-22
G-1	
G-11	
G-38	
G-39	

Property of Cook County Clerk's Office

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Lakeside Bank

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-1623 • Fax (312) 578-4360

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.