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PREPARED BY AND:

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LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED
HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP.,
COMMERCIAL MORTGAGE TRUST 2004-GG1, COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2004-GG1

LOAN ASSUMPTION
AND
SUBSTITUTION AGREEMENT

Date: As of December 22, 2005

Lawyers Unit # 11344 Case # 75717817/AMM

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LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT

THIS LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT (this "**Agreement**") is made and entered into as of December __, 2005, by and among NORTH/HALSTED II, LLC, a Delaware limited liability company ("**N/H II**"), and LINCOLN PARK CENTRE, LLC, a Delaware limited liability company ("**LPC**"), as tenants-in-common with joint and several liability, each having a notice address of 33 East Dundee Road, Suite 44, Barrington, Illinois 60010 (each individually and collectively, "**Assuming Borrower**"); GRACE H. SCHURECHT, having an address of 33 East Dundee Road, Suite 44, Barrington, Illinois 60010 (individually and collectively, if more than one, "**New Indemnitor**"); NORTH/HALSTED, LLC, an Illinois limited liability company, having an address at 656 W. Randolph, Suite 400W, Chicago, Illinois 60661 ("**Original Borrower**"); and J. MICHAEL DREW and DANIEL A. LUKAS, each having an address of 656 W. Randolph, Suite 400W, Chicago, Illinois 60661 (individually and collectively, if more than one, "**Current Indemnitor**" and, together with New Indemnitor, "**Indemnitor**"), in favor of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF GREENWICH CAPITAL COMMERCIAL FUNDING CORP., COMMERCIAL MORTGAGE TRUST 2004-GG1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-GG1, whose mailing address is c/o Wachovia Securities, Commercial Real Estate Services, 8739 Research Drive-URP4, Charlotte, NC 28288-1075 (28262-1075 for overnight deliveries) ("**Lender**").

Recitals

A. Greenwich Capital Financial Products, Inc., a Delaware corporation (the "**Original Lender**"), pursuant to the Loan Documents (as hereinafter defined) made a loan to Original Borrower in the original principal amount of \$22,250,000.00 (the "**Loan**"). The Loan is evidenced and secured by the following documents:

- (1) Promissory Note dated December 31, 2003, payable by Original Borrower to Original Lender in the original principal amount of \$22,250,000.00 (the "**Note**");
- (2) Mortgage, Assignment of Rents, Fixture Filing and Security Agreement of even date with the Note, granted by Original Borrower to Original Lender, recorded as Instrument No. 0400603129, in the real estate records of Cook County, Illinois ("**Recorder's Office**") (the "**Mortgage**");
- (3) Assignment of Leases and Rents of even date with the Note, granted by Original Borrower to Original Lender, recorded as Instrument No. 0400603130 in the Recorder's Office (the "**Assignment**");
- (4) Loan and Security Agreement of event date with the Note, by and between Original Borrower and Original Lender (the "**Loan Agreement**");
- (5) UCC-1 Financing Statements naming Original Borrower as debtor and Original Lender as secured party, filed as Instrument No. 0400603131 in the Recorder's Office, and filed as Instrument No. 8069891 FS with the Office of the Secretary of State of Illinois, respectively (collectively the "**Financing Statements**");

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- (6) Exceptions to Non-Recourse Guaranty of even date with the Note, by and between Current Indemnitor and Original Lender (the "*Indemnity Agreement*");
- (7) Environmental Indemnity Agreement of even date with the Note, by and between Original Borrower, Current Indemnitor and Original Lender (the "*Environmental Indemnity Agreement*"); and
- (8) Depository Account Agreement of even date with the Note, by and among Original Borrower, Original Lender and National City Bank of Michigan/Illinois, as deposit bank, as amended as of the date hereof (the "*Depository Account Agreement*").

The foregoing documents, together with any and all other documents executed by Original Borrower and/or Current Indemnitor in connection with the Loan, are collectively called the "*Loan Documents*." As used herein, the term "*Assuming Obligors*" shall mean Assuming Borrower and Indemnitor; and the term "*Original Obligors*" shall mean Original Borrower and Current Indemnitor.

B. Original Lender assigned, sold and transferred its interest in the Loan and all Loan Documents to Lender and Lender is the current holder of all of Original Lender's interest in the Loan and Loan Documents.

C. Original Borrower continues to be the owner of the Property (as defined below).

D. Pursuant to that certain Real Estate Purchase Agreement dated September 30, 2005 (as amended and as assigned to Assuming Borrower, the "*Sales Agreement*"), Original Borrower agreed to sell, and LPC agreed to purchase, an undivided 75% interest in that certain real property more particularly described on Exhibit A attached hereto, together with all other property encumbered by the Mortgage and the other Loan Documents (collectively, the "*Property*"). The Sales Agreement requires that LPC assume the Loan and the obligations of Original Borrower under the Loan Documents, together with N/H II, as tenants-in-common, and conditions the closing of the sale of the Property upon Lender's consent to the sale of the Property and the assumption of the Loan by LPC and N/H II, as tenants-in-common.

E. Pursuant to Article 11 of the Loan Agreement, Original Borrower has the right to sell the Property to a third party subject to the satisfaction of certain conditions specified therein. Original Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents.

F. Lender is willing to consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents, on and subject to the terms and conditions set forth in this Agreement and in the Mortgage and in the other Loan Documents.

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G. Lender, Original Obligors and Assuming Obligors by their respective executions hereof, evidence their consent to the transfer of the Property to Assuming Borrower and the modification and assumption of the Loan Documents as hereinafter set forth.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. **Representations, Warranties, and Covenants of Original Obligors, Release of Lender.**

(a) Original Obligors hereby represent to Lender, as of the date hereof, that (i) simultaneously with the execution and delivery hereof, Original Borrower has conveyed and transferred all of the Property to Assuming Borrower; (ii) simultaneously with the execution and delivery hereof, Original Borrower has assigned and transferred to Assuming Borrower all leases, tenancies, security deposits and prorated rents of the Property in effect as of the date hereof ("**Leases**") retaining no rights therein or thereto; (iii) Original Borrower has not received a mortgage from Assuming Borrower encumbering the Property to secure the payment of any sums due Original Borrower or obligations to be performed by Assuming Borrower; (iv) the Mortgage is a valid first lien on the Property for the full unpaid principal amount of the Loan and all other amounts as stated therein; (v) there are no defaults by Original Obligors under the provisions of the Loan Documents; (vi) there are no defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Documents; (vii) all provisions of the Loan Documents are in full force and effect, except as modified herein; (viii) there are no subordinate liens of any kind covering or relating to the Property nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received; and (ix) the representations and warranties made by Original Obligors in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents, including, without limitation, all representations and warranties with respect to environmental matters, are true, on and as of the date hereof, with the same force and effect as if made on and as of the date hereof.

(b) Original Obligors hereby covenant and agree that: (i) from and after the date hereof, Lender may deal solely with Assuming Obligors in all matters relating to the Loan, the Loan Documents, and the Property; (ii) they shall not at any time hereafter take (x) a mortgage or other lien encumbering the Property or (y) a pledge of direct or indirect interests in Assuming Borrower from Assuming Obligors to secure any sums to be paid or obligations to be performed by Assuming Obligors so long as any portion of the Loan remains unpaid; and (iii) Lender has no further duty or obligation of any nature relating to this Loan or the Loan Documents to Original Obligors.

Original Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

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2. Representations, Warranties, and Covenants of Assuming Obligors.

(a) Assuming Obligors hereby represent and warrant to Lender, as of the date hereof, that: (i) simultaneously with the execution and delivery hereof, Assuming Borrower has purchased from Original Borrower all of the Property, and has accepted Original Borrower's assignment of the Leases; (ii) Assuming Borrower has assumed the performance of Original Borrower's obligations under the Leases; (iii) Assuming Borrower has not granted to Original Borrower (x) a mortgage or other lien upon the Property or (y) a pledge of direct or indirect interests in the Assuming Borrower to secure any debt or obligations owed to Original Borrower; (iv) to the knowledge of Assuming Obligors, no Default or Event of Default (each as defined in the Loan Agreement) has occurred or is continuing; (v) to the knowledge of Assuming Obligors, all provisions of the Loan Documents are in full force and effect; (vi) to the knowledge of Assuming Obligors, the representations and warranties made in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents are true, on and as of the date hereof, and (vii) Assuming Obligors have reviewed all of the Loan Documents and consent to the terms hereof.

(b) Assuming Borrower shall not hereafter, without Lender's prior consent in accordance with the terms of the Loan Documents, further encumber the Property or sell or transfer the Property or any interest therein, except as may be specifically permitted in the Loan Documents. Assuming Obligors have no knowledge that any of the representations and warranties made by the Original Obligors herein are untrue, incomplete, or incorrect.

(c) Current Indemnitor hereby represents and warrants to the Lender that Current Indemnitor is an affiliate of N/H II, New Indemnitor hereby represents and warrants to Lender that New Indemnitor is an affiliate of LPC and therefore, Indemnitor will derive substantial economic benefit from Lender's agreement to consent to the transaction described herein. Indemnitor hereby acknowledges and agrees that Indemnitor has executed this Agreement and agreed to be bound by the covenants and agreements set forth herein in order to induce Lender to consent to the transaction described herein. Accordingly, Indemnitor acknowledges that Lender would not consent to the transaction described herein without the execution and delivery by Indemnitor of this Agreement.

Assuming Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

3. Assumption of Obligations of Borrower. Assuming Borrower hereby assumes the indebtedness evidenced by the Note and secured by the Mortgage, and Assuming Borrower hereby assumes all the other respective past, present and future obligations of Original Borrower of every type and nature set forth in the Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents applicable to the "Borrower," in accordance with their respective terms and conditions, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents had been made, executed, and delivered by Assuming Borrower. Assuming Borrower agrees to pay when and as due all sums due under the Note and agrees to pay, perform, and discharge each and every other obligation of payment and

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performance of the "Borrower" pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of their obligations under the Loan Documents, as applicable; and (ii) there are no monetary encumbrances or liens of any kind or nature against the Property except those created by the Loan Documents, and all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein.

4. **Assumption of the Obligations of the Indemnitor under the Indemnity Agreement and Environmental Indemnity Agreement; Substitution of Indemnitor.** From and after the date of this Agreement, Indemnitor shall be obligated and responsible for the performance of each and all of the obligations and agreements of the "*Indemnitor*," "*Guarantor*" and/or "*Principal*" (collectively referred to herein as "*Guarantor*") under the Indemnity Agreement, the Environmental Indemnity Agreement and the other Loan Documents to which Current Indemnitor is a party, and Indemnitor shall be liable and responsible for each and all of the liabilities of the Guarantor thereunder, and shall be substituted in lieu of and in place of the Current Indemnitor, as fully and completely as if Indemnitor had originally executed and delivered such Loan Documents as the Guarantor thereunder, including, without limitation, all of those obligations, agreements and liabilities which would have, but for the provisions of this Agreement, been the obligations, agreements and liabilities of Current Indemnitor, without regard to when such obligations, agreements and liabilities arise, accrue or have arisen or accrued, and without regard to the Guarantor then responsible or liable therefor at the time of such accrual. From and after the date hereof, Indemnitor further agrees to abide by and be bound by all of the terms of the Loan Documents having reference to the Guarantor, all as though each of the Loan Documents to which Current Indemnitor is a party had been made, executed, and delivered by the Indemnitor as the Guarantor. From and after the date hereof, Indemnitor hereby agrees to pay, perform, and discharge each and every obligation of payment and performance of the Guarantor under, pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided. With respect to the Environmental Indemnity, the liability of Indemnitor shall be joint and several with that of the Assuming Borrower.

5. **Notices to Guarantor.** Without amending, modifying or otherwise affecting the provisions of the Loan Documents except as expressly set forth herein, Lender shall, from and after the date of this Agreement, deliver any notices to the Guarantor which are required to be delivered pursuant to the Loan Documents, or are otherwise delivered by Lender thereunder at Lender's sole discretion, to Indemnitor's address set forth above.

6. **Consent to Conveyance, Assumption of Indemnitor; Release of Original Borrower.** Subject to the terms and conditions set forth in this Agreement, Lender consents to: (a) the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents; (b) the assumption by Assuming Borrower of the Loan and the obligations of Original Borrower under the Loan Documents; and (c) the assumption by Indemnitor of the obligations of the Current Indemnitor

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under the Loan Documents to which Current Indemnitor is a party. Original Borrower hereby is released from any liability to Lender under any and all of the Loan Documents arising or first accruing subsequent to the transfer of the Property to Assuming Borrower and the assumption by Assuming Borrower and Indemnitor hereunder. Lender's consent to such transfer and assumption shall, however, not constitute its consent to any subsequent transfers of the Property. Original Borrower hereby acknowledges and agrees that the foregoing release shall not be construed to release Original Borrower from any personal liability under the Note or any of the other Loan Documents for any acts or events occurring or obligations arising prior to or simultaneously with the closing of the transaction described herein.

7. **Release and Covenant Not to Sue.** Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, hereby release and forever discharge Lender, any trustee of the Loan, any servicer of the Loan, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders and agents of each of the foregoing (collectively the "**Lender Parties**"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities, demands or causes of action of any nature, at law or in equity, known or unknown, which Original Obligors and Assuming Obligors now have by reason of any cause, matter, or thing through and including the date hereof, including, without limitation, matters arising out of or relating to: (a) the Loan, including, without limitation, its funding, administration and servicing; (b) the Loan Documents; (c) the Property; (d) any reserve and/or escrow balances held by Lender or any servicers of the Loan; or (e) the sale, conveyance, assignment and transfer of the Property. Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

8. **Acknowledgment of Indebtedness.** This Agreement recognizes the reduction of the principal amount of the Note and the payment of interest thereon to the extent of payments made by Original Borrower prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of the Note is \$21,988,757.72 and interest on the Note is paid to November 30, 2005. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a valid and existing indebtedness payable by Assuming Borrower to Lender. The parties acknowledge that Lender is holding the following escrow and/or reserve balances:

Tax Escrow:	\$505,509.50
Insurance Escrow:	\$ 31,181.01
Replacement Reserve:	\$ 18,107.62
Deferred Maintenance Reserve:	\$ 43,190.53

The parties acknowledge and agree that Lender shall continue to hold the escrow and reserve balances for the benefit of Assuming Borrower in accordance with the terms of the Loan

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Documents. Original Obligors covenant and agree that the Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such escrow and/or reserve balances. Original Obligors hereby release and forever discharge the Lender Parties from any obligations to Original Obligors relating to such escrow and/or reserve balances. Assuming Obligors acknowledge and agree that the funds listed above constitute all of the reserve and escrow funds currently held by Lender with respect to the Loan and authorize such funds to be transferred to an account controlled by Lender for the benefit of Lender and Assuming Borrower.

The parties further acknowledge and agree that Lender shall direct Bank (as defined in the Depository Account Agreement) to continue to hold the account established pursuant to the Depository Account Agreement, for the benefit of Assuming Borrower in accordance with the terms thereof. Original Obligors covenant and agree that Bank and Lender Parties have no further duty or obligation of any nature to Original Obligors relating to such account. Original Obligors hereby release and forever discharge Bank and Lender Parties from any obligations to Original Obligors relating to such account.

9. **Modifications of the Loan Documents.** The Loan Agreement is hereby modified as follows:

(a) With respect to Article 5.1 of the Loan Agreement, Lender and Assuming Borrower that the quarterly and monthly reporting requirements set forth in sections (A)(2) and (A)(4) thereof shall be applicable to the "Property," rather than to the "Borrower."

(b) Article 14.5 of the Loan Agreement is hereby deleted in its entirety and the following substituted in its stead:

"14.5. Notices. All notices, demands, requests or other written communications hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee addressed as follows:

If to Borrower: North/Halsted II, LLC and
Lincoln Park Centre, LLC
33 East Dundee Road
Suite 44
Barrington, Illinois 60010
Attn.: Dayanne Schurecht

With a copy to: Reinhart Boerner Van Deuren s.c.
100 North Water Street, Suite 2100
Milwaukee, Wisconsin 53202
Attn.: Timothy P. Reardon, Esq.

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If to Lender: LaSalle Bank National Association, as Trustee for the Registered Holders of Greenwich CCFC, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1
c/o Wachovia Securities
Commercial Real Estate Services
8739 Research Drive-URP4
Charlotte, NC 28288-1075 (28262-1075 for overnight deliveries)

with a copy to: Parker, Poe, Adams & Bernstein L.L.P.
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202-1935
Attn.: P. Neal Cook, Esq.

All notices, demands and requests shall be effective (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in the United States mail as provided above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America."

(c) As long as Assuming Borrower is holding the property as tenants-in-common and the Loan is outstanding, and notwithstanding the provisions of Section 15 below, Assuming Borrower and Lender agree as follows:

(1) No Assuming Borrower shall sell or otherwise transfer all, or any portion of its tenant-in-common interest in the Property to the other Assuming Borrower or any other person or party (except any transfer in implementation of the "Second Transfer" referred to in Section 15 below); and

(2) For purposes of calculating the ownership percentage thresholds set forth in Article 11 of the Loan Agreement, each Assuming Borrower shall be considered separately and not collectively.

(d) Article 12 of the Loan Agreement is hereby amended by deleting the word "or" immediately preceding subsection "(k)" at the end of the second paragraph thereof and inserting the following provisions immediately following the end of the text in subsection (k):

, (l) the commencement or any partition action with respect to the Property, (m) (i) the filing of a voluntary petition or the voluntary commencement of a case, or (ii) the filing of any involuntary petition or the involuntary commencement of a case (which is not dismissed within sixty (60) days from the date of such filing or commencement), with respect to any Borrower Party under Title 11 of the

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Bankruptcy Code, or under any other applicable federal or state bankruptcy, insolvency or similar law, or (n) the failure of any Borrower Party to comply with the single-purpose, bankruptcy-remote representations, warranties and covenants set forth in Article 9 of this Agreement.

Indemnitor acknowledges that, pursuant to the terms of the Indemnity Agreement, Indemnitor is liable for all amounts which are stated to be obligations of Assuming Borrower under Article 12 of the Loan Agreement, including the obligations of Assuming Borrower created by the above amendment provision.

10. **Interest Accrual Rate and Monthly Installment Payment Amount to Remain the Same.** The interest rate and the monthly payments set forth in the Note shall remain unchanged. Prior to the occurrence of an Event of Default hereunder or under the Note, interest shall accrue on the principal balance outstanding from time to time at the Interest Rate (as defined in the Loan Agreement) and principal and interest (which does not include such amounts as may be required to fund escrow obligations under the terms of the Loan Documents) shall continue to be paid in accordance with the provisions of the Note.

11. **Conditions.** This Agreement shall be of no force and effect until each of the following conditions has been met to the complete satisfaction of Lender:

(a) **Fees and Expenses.** Original Borrower and/or Assuming Borrower shall pay, or cause to be paid at closing: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, surveyor fees, broker fees, transfer or mortgage taxes, rating agency confirmation fees, application fees, all third party fees, search fees, transfer fees, inspection fees, title insurance policy or endorsement premiums or other charges of Title Company and the fees and expenses of legal counsel to any Lender Party and any applicable rating agency and (ii) an assumption fee to Lender in the amount of \$219,887.58, being one percent (1%) of the outstanding principal balance of the Note as of the date of the transfer and assumption contemplated by this Agreement, the next regularly scheduled monthly payment due under the Loan, and the other fees and expenses outlined in the beneficiary statement distributed to the parties by Lender.

(b) **Other Conditions.** Satisfaction of all requirements under the Loan Documents and the closing checklist for this transaction as determined by Lender and Lender's counsel in their sole discretion.

12. **Default.**

(a) **Breach.** Any breach of Assuming Obligors or Original Obligors of any of the representations and warranties contained herein shall constitute a default under the Mortgage and each other Loan Document.

(b) **Failure to Comply.** Any failure of Assuming Obligors or Original Obligors to fulfill any one of the conditions set forth in this Agreement shall constitute a default under this Agreement and the Loan Documents.

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13. **No Further Consents.** Assuming Obligors and Original Obligors acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer herein described (including the right to consummate the Second Transfer referred to in Section 15 below, subject to the consent of Lender), that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, and that Article 11 of the Loan Agreement shall continue in full force and effect.

14. **Additional Representations, Warranties and Covenants of Assuming Obligors.** As a condition of this Agreement, Assuming Obligors represent and warrant to Lender as follows:

(a) Each Assuming Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in the State of Illinois. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents.

(b) J. Michael Drew, Daniel A. Lukas, Michael George and Michelle Panovich are the sole Operating Managers of North/Halsted II, LLC, a Delaware limited liability company, and each has full power and authority to enter into this Agreement as an Operating Manager on behalf of North/Halsted II, LLC, and to execute this Agreement. Dayanne Schurecht and Schön Schurecht are the sole Operating Managers of Lincoln Park Centre, LLC, a Delaware limited liability company, and each has full power and authority to enter into this Agreement as an Operating Manager on behalf of Lincoln Park Centre, LLC, and to execute this Agreement.

(c) Each Indemnitor is a resident of the State of Illinois and is legally competent to execute this Agreement and to assume the obligations of Current Indemnitor as contained in the Indemnity Agreement and Environmental Indemnity Agreement.

(d) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Obligors enforceable in accordance with their respective terms. Neither the entry into nor the assumption and performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Obligors or any property of Assuming Obligors are bound or any statute, rule or regulation applicable to Assuming Obligors.

(e) There is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Obligors.

(f) There has been no legislative action, regulatory change, revocation of license or right to do business, fire, explosion, flood, drought, windstorm, earthquake, accident,

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other casualty or act of God, labor trouble, riot, civil commotion, condemnation or other action or event which has had any material adverse effect on the business or condition (financial or otherwise) of Assuming Obligors or any of their properties or assets, whether insured against or not, since Assuming Obligors submitted to Lender their request to assume the Loan.

(g) The financial statements and other data and information supplied by Assuming Obligors in connection with Assuming Obligors' request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Assuming Obligors were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Obligors has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Obligors.

(h) Without limiting the generality of the assumption of the Loan Documents by Assuming Obligors, Assuming Obligors hereby specifically remake and reaffirm the representations, warranties and covenants set forth in the Mortgage, the Indemnity Agreement and the Environmental Indemnity Agreement.

(i) No representation or warranty of Assuming Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(j) Assuming Borrower hereby represents and warrants to Lender that Assuming Borrower will not permit the transfer of any interest in Assuming Borrower to any person or entity (or any beneficial owner of such entity) who is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury, pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of Office of Foreign Asset Control, Department of the Treasury or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "**OFAC Lists**"). Assuming Borrower will not knowingly enter into a lease with any party who is listed on the OFAC Lists. Assuming Borrower shall immediately notify Lender if Assuming Borrower has knowledge that any member of beneficial owner of Assuming Borrower is listed on the OFAC Lists or (A) is indicted on or (B) arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Assuming Borrower shall immediately notify Lender if Assuming Borrower knows that any tenant is listed on the OFAC Lists or (A) is convicted on, (B) pleads nolo contendere to, (C) is indicted on or (D) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Assuming Borrower further represents and warrants to Lender that Assuming Borrower is currently not on the OFAC list.

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15. Additional Representations, Warranties and Covenants of Assuming Obligors Regarding Ownership as Tenants-In-Common.

(a) Assuming Obligors acknowledge and agree that Lender has allowed Assuming Borrower to hold title to the Property and to assume the Loan as tenants-in-common solely as an accommodation to Assuming Obligors.

(b) On the date hereof, Assuming Borrower has deposited with Lender TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$219,880.00) (the "*Escrowed Funds*"), to be held by Lender in a non-interest bearing account. Assuming Borrower assigns, pledges and grants to Lender a security interest in and to the Escrowed Funds as additional security for the Loan. Upon the occurrence of an Event of Default as a result of a violation of the provisions of Section 9(c) of this Agreement or any other provisions related to the tenants-in-common structure of Assuming Borrower, Lender may, in its sole discretion, apply any or all of the Escrowed Funds in any order and for any purpose permitted under the Loan Documents. Assuming Obligors acknowledge and agree that, upon Lender's request, Assuming Obligors shall execute any and all documents necessary to perfect Lender's security interest in the Escrowed Funds. The Escrowed Funds shall continue to be held by Lender as additional security for the Loan until such time as the Second Transfer (as defined below) is consummated in accordance with the below provisions.

(c) On the date hereof, Indemnitor has executed and delivered a Guaranty Agreement (the "*Personal Guaranty*") in favor of Lender guaranteeing the obligations of the Assuming Borrower under the Loan Documents. The Personal Guaranty shall remain in full force and effect and shall be considered an additional Loan Document until such time as the Second Transfer is consummated in accordance with the below provisions.

(d) So long as no default or Event of Default has occurred and is continuing, and subject to the satisfaction of the conditions set forth in (e) below, Assuming Borrower shall have the right, at any time on or prior to the date eighteen (18) months from the date hereof (the "*Second Transfer Date*") and upon submission of a written request to Lender, to either (i) have one Assuming Borrower transfer all of its tenant-in-common interest in the Property to the other Assuming Borrower pursuant to transfer documents reasonably acceptable to Lender, (ii) have one Assuming Borrower merge into the other Assuming Borrower pursuant to merger documents reasonably acceptable to Lender; or (iii) transfer all of Assuming Borrower's interest in the Property to a new single special purpose entity which meets the requirements contained in the Loan Documents and is otherwise reasonably acceptable to Lender (the "*New Entity*") pursuant to transfer documents acceptable to Lender or merge each Assuming Borrower into the New Entity. The alternative transactions described in (i)-(iii) above are collectively referred to as the "*Second Transfer*" and the documents to be executed in connection with the Second Transfer are referred to herein as the "*Second Transfer Documents*."

(e) Assuming Obligors acknowledge and agree that the Second Transfer shall be subject to Lender's consent and to the satisfaction of each of the following requirements:

(1) If option d(i) or d(ii) is chosen, the surviving Assuming Borrower's reaffirmation of all of the obligations of the "Borrower" under the Loan

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Documents pursuant to documentation acceptable to Lender or if option d(iii) is chosen the New Entity's assumption of all of the obligations of Assuming Borrower under the Loan Documents pursuant to assumption documentation acceptable to Lender;

(2) Indemnitor's reaffirmation of all of its existing obligations under the Loan Documents (other than the Personal Guaranty) pursuant to documentation acceptable to Lender;

(3) The Second Transfer Documents and all other documents executed in connection with the Second Transfer shall be acceptable to Lender;

(4) Satisfaction of the requirements contained in Article 11 of the Loan Agreement (other than the payment of the 1.0% assumption fee);

(5) Payment of Lender's standard processing fee and all out-of-pocket costs and expenses of Lender (including attorneys' fees and expenses), any recording and title fees and all other fees and expenses associated with the Second Transfer; and

(6) Satisfaction of Lender's standard closing requirements.

(f) Upon the satisfaction of the foregoing requirements and the consummation of the Second Transfer on or before the Second Transfer Date, Lender shall (i) refund the Escrowed Funds to Assuming Borrower, less the out-of-pocket costs and expenses of Lender (including attorneys' fees and expenses), and less any recording and title fees and all other fees and expenses associated with the Second Transfer, and (ii) release the Personal Guaranty.

(g) Assuming Obligors covenant and agree that unless and until the Second Transfer is consummated, Assuming Borrower shall hold the Property as tenants-in-common and shall be jointly and severally liable for all of the obligations of the "Borrower" under the Loan Documents.

(h) Assuming Obligors covenant and agree that Assuming Borrower shall not modify, amend, terminate or in any way change the Co-Tenancy Agreement dated as of the date hereof between N/H II and LPC (the "**TIC Agreement**") delivered to, and approved by, Lender, or exercise any rights pursuant to the TIC Agreement without the prior written consent of the Lender. Assuming Obligors further covenant and agree that the TIC Agreement will remain in full force and effect unless and until the Second Transfer is consummated. Assuming Borrower's rights under the TIC Agreement shall be considered contract rights under the Mortgage for all purposes, including, without limitation, the granting clause contained in the Mortgage.

(i) Assuming Obligors acknowledge and agree that, to the extent permitted by applicable law, under the TIC Agreement, Assuming Borrower has waived any partition rights, tenant-in-common lien and foreclosure rights and all similar rights provided under applicable law.

(j) Assuming Obligors acknowledge and agree that all rights of Assuming Borrower under the TIC Agreement, including, without limitation, any purchase rights and rights

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of first refusal, shall be subordinate to Assuming Borrower's obligations under the Loan Documents and that Assuming Borrower shall not exercise any rights given under the TIC Agreement in a manner that is inconsistent with any provision of the Loan Documents.

16. **Additional Representations, Warranties and Covenants of Original Obligors.**
As a condition of this Agreement, Original Obligors represent and warrant to Lender as follows:

(a) Original Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois. Original Borrower has full power and authority to enter into and carry out the terms of this Agreement and to convey the Property and assign the Loan Documents.

(b) J. Michael Drew and Daniel A. Lukas are the sole Operating Managers of Original Borrower and each has full power and authority to enter into this Agreement as an Operating Manager on behalf of Original Borrower, and to execute this Agreement.

(c) Each Current Indemnitor is a resident of the State of Illinois and is legally competent to execute this Agreement.

(d) This Agreement, the Sales Agreement and all other documents executed by Original Obligors in connection therewith, constitute legal, valid and binding obligations of Original Obligors enforceable in accordance with their respective terms. Neither the entry into nor the performance of and compliance with this Agreement, the Sales Agreement and all other documents executed by Original Obligors in connection therewith has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Original Obligors or any property of Original Obligors are bound or any statute, rule or regulation applicable to Original Obligors.

(e) Original Obligors have not received any written notices from any governmental entity claiming that Original Obligors or the Property is not presently in compliance with any laws, ordinances, rules, and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to zoning laws or building code regulations.

(f) The Certified Rent Roll provided to Lender of even date herewith is a true, complete and accurate summary of all tenant leases ("**Tenant Leases**" or individually a "**Tenant Lease**") affecting the Property as of the date of this Agreement. No rent has been prepaid under any Tenant Lease except rent for the current month. Each Tenant Lease has been duly executed and delivered by, and, to the knowledge of Original Obligors, is a binding obligation of, the respective tenant, and each Tenant Lease is in full force and effect. Each Tenant Lease represents the entire agreement between the landlord and the respective tenant and no Tenant Lease has been terminated, renewed, amended, modified or otherwise changed without the prior written consent of Lender as provided in the Loan Documents. The tenant under each Tenant Lease has taken possession of and is in occupancy of the premises therein described and is open for business. Rent payments have commenced under each Tenant Lease, and all tenant improvements in such premises and other conditions to occupancy and/or rent commencement have been completed by Landlord. All obligations of the landlord under the Tenant Leases have

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been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under any Tenant Lease. There are no offsets or defenses that any tenant has against the full enforcement of any Tenant Lease by the landlord thereunder. Each Tenant Lease is fully and freely assignable by the landlord without notice to or the consent of the tenant thereunder.

(g) Original Borrower is the current owner of the Property. There are no pending or threatened suits, judgments, arbitration proceeding, administrative claims, executions or other legal or equitable actions or proceedings against Original Obligor or the Property, or any pending or threatened condemnation or annexation proceedings affecting the Property, or any agreements to convey any portion of the Property, or any rights thereto, not disclosed in this Agreement, including, without limitation, to any governmental agency.

(h) Original Borrower has examined the ALTA, As-Built Survey (the "*Survey*") performed on the Property in connection with the closing of the Loan. As an inducement to Lender to consent to the transaction described herein without requiring an update to the Survey, Original Borrower represents to Lender that there have been no improvements added at the Property and that there have been no encroachments made upon nor structural alterations made to the Property from the date of the Survey to the present.]

(i) No representation or warranty of Original Obligor made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

17. **Incorporation of Recitals.** Each of the Recitals set forth above in this Agreement is incorporated herein and made a part hereof.

18. **Property Remains as Security for Lender.** All of the Mortgaged Property as described and defined in the Mortgage shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Mortgage, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the Note, if any, held by Lender.

19. **No Waiver by Lender.** Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any of the Loan Documents, or under applicable law.

20. **References.** From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such of the Loan Documents as modified by this Agreement; (b) references in the Loan Documents to Borrower or Mortgagor shall hereafter be deemed to refer to Assuming Borrower; (c) references in the Indemnity Agreement, Environmental Indemnity Agreement and the other Loan Documents to the Guarantor, Indemnitor or Principal shall hereafter be deemed to refer to Indemnitor; and (d) all references to the term "Loan Documents" in the Mortgage and

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Assignment of Rents shall hereinafter refer to the Loan Documents referred to in this Agreement, and all documents executed in connection with this Agreement.

21. **Relationship with Loan Documents.** To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

22. **Captions.** The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

23. **Partial Invalidity.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

24. **Entire Agreement.** This Agreement and the documents contemplated to be executed herewith constitute the entire agreement among the parties hereto with respect to the assumption of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof. This Agreement and the Loan Documents may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

25. **Binding Effect.** This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provisions of this Section shall not be deemed to be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

26. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Agreement.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

28. **Effective Date.** This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

29. **Time of Essence.** Time is of the essence with respect to all provisions of this Agreement.

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30. **Cumulative Remedies.** All remedies contained in this Agreement are cumulative and Lender shall also have all other remedies provided at law and in equity or in the Mortgage and other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Lender and may be exercised in any order and as often as occasion therefor shall arise.

31. **Construction.** Each party hereto acknowledges that it has participated in the negotiation of this Agreement and that no provision shall be construed against or interpreted to the disadvantage of any party. Assuming Obligors and Original Obligors have had sufficient time to review this Agreement, have been represented by legal counsel at all times, have entered into this Agreement voluntarily and without fraud, duress, undue influence or coercion of any kind. No representations or warranties have been made by Lender to any party except as set forth in this Agreement.

32. **WAIVER OF JURY TRIAL.** ORIGINAL OBLIGORS, ASSUMING OBLIGORS AND LENDER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN DOCUMENTS OR THIS AGREEMENT.

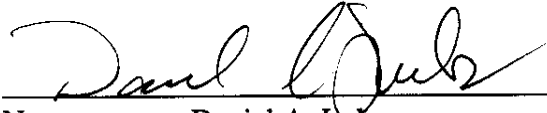
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

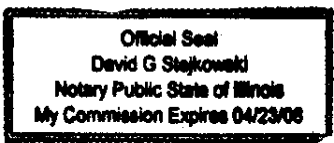
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BORROWER:

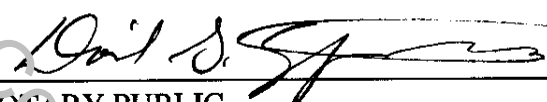
NORTH/HALSTED II, LLC, a Delaware limited liability company

By: 
Name: Daniel A. Lukas
Title: Operating Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of December, 2005, by Daniel A. Lukas, as Operating Manager of North/Halsted II, LLC, a Delaware limited liability company.




NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]

Property of Cook County Clerk's Office

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LINCOLN PARK CENTRE, LLC, a Delaware limited liability company

By: *Dayanne Schurecht*
Name: Dayanne Schurecht
Title: Manager

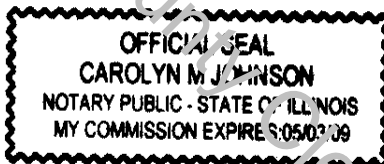
STATE OF Illinois)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by Dayanne Schurecht as Operating Manager of Lincoln Park Centre, LLC, a Delaware limited liability company.

Carolyn M. Johnson
NOTARY PUBLIC

My Commission Expires: 5/3/09

[AFFIX NOTARY SEAL]



Notary's Office

UNOFFICIAL COPY

NEW INDEMNITOR:

Grace H Schurecht
GRACE H. SCHURECHT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 15th day of December, 2005, by Grace H. Schurecht, in her individual capacity.

Carolyn M Johnson
NOTARY PUBLIC

My Commission Expires: 5/3/09

[AFFIX NOTARY SEAL]

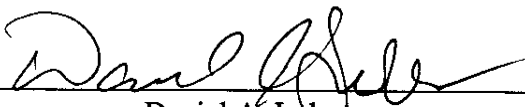


County Clerk's Office

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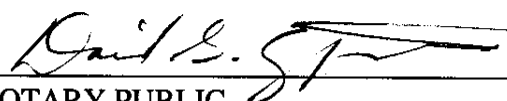
NORTH/HALSTED, LLC, an Illinois limited liability
company

By: 
Name: Daniel A. Lukas
Title: Operating Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of December, 2005,
by Daniel A. Lukas, as Operating Manager of North/Halsted, LLC, an Illinois limited liability
company.




NOTARY PUBLIC

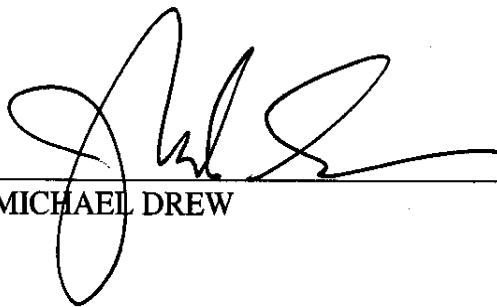
My Commission Expires: _____

[AFFIX NOTARY SEAL]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

CURRENT
INDEMNITOR:



J. MICHAEL DREW

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16~~th~~ day of December, 2005, by J. Michael Drew, in his individual capacity.


NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Daniel A. Lukas

DANIEL A. LUKAS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

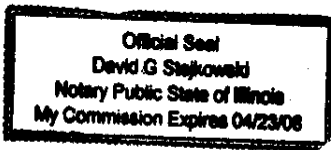
The foregoing instrument was acknowledged before me this 16th day of December, 2005, by Daniel A. Lukas, in his individual capacity.



David G. Stejkowski
NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]



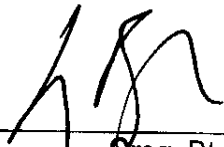
PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1

By: Wachovia Bank, National Association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of May 13, 2004

By: 
Name: Greg Blake
Title: Vice President

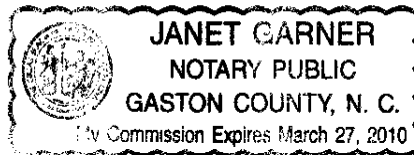
STATE OF North Carolina)
COUNTY OF Mecklenberg) SS.

The foregoing instrument was acknowledged before me this 16th day of December, 2005, by Greg Blake, as Vice President of Wachovia Bank, National Association, as Master Servicer on behalf of LaSalle Bank National Association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1.


NOTARY PUBLIC

My Commission Expires: March 27, 2010

[AFFIX NOTARY SEAL]



Property of Cook County Clerk's Office

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Exhibit A

Legal Description of Property

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED ON THE WEST BY THE EAST LINE, OF NORTH HALSTED STREET; ON THE NORTH BY THE SOUTH LINE OF WEST NORTH AVENUE; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH CLYBOURN AVENUE; ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF WEST WEED STREET AND ON THE EAST BY THE WEST AND SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE CONNECTION OF SAID RIGHT OF WAY LINE ACROSS THE EAST WEST ALLEY SOUTH OF AND PARALLEL TO WEST NORTH AVENUE, SAID TRACT INCLUDES ALL ALLEYS WITHIN ITS BOUNDARIES TOGETHER WITH THE FOLLOWING DESCRIBED LOTS: LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOT 157 AND LOTS 6 THROUGH 13 (EXCEPT THE EAST 16 FEET OF SAID LOT 6) IN THE SUBDIVISION OF LOT 158, LOT 13 AND LOTS 17 THROUGH 23 IN THE SUBDIVISION OF LOT 156; LOTS 1 AND 2 IN THE SUBDIVISION OF SUB-LOTS 14, 15 AND 16 IN THE SUBDIVISION OF LOT 156; LOT 2 (EXCEPT THAT PART CONVEYED TO THE NORTHWEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265) IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156, ALL IN THE SUBDIVISION OF LOTS 156, 157, 158 AND SUB-LOT 8 OF LOT 159 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1863 IN BOOK 162 OF MAPS AT PAGE 11 AS DOCUMENT 70119, (EXCEPT THEREFROM THE NORTH 14 FEET OF THE EAST AND WEST 18 FOOT VACATED ALLEY WHICH ACCRUES TO LOTS 4 AND 5 AND THE EAST 16 FEET OF LOT 6 IN THE SUBDIVISION OF LOT 158, AND THAT PART OF SAID EAST AND WEST 18 FOOT VACATED ALLEY AND THAT PART OF THE 18 FOOT VACATED ALLEY EXTENDING NORTHEASTERLY AND SOUTHWESTERLY WHICH ACCRUES TO THAT PART OF LOT 2 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156 CONVEYED TO THE NORTH WEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265 IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

17-04-100-001-0000	17-04-100-021-0000
17-04-100-002-0000	17-04-100-022-0000
17-04-100-003-0000	17-04-100-023-0000
17-04-100-004-0000	17-04-100-024-0000
17-04-100-005-0000	17-04-100-027-0000
17-04-100-013-0000	17-04-100-028-0000
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17-04-100-017-0000	17-04-100-035-0000
17-04-100-018-0000	17-04-100-036-0000
	17-04-100-037-0000

Common Address: 755 West North Avenue, Chicago, Illinois.