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2003



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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2006 03:27 PM Pg: 1 of 16

**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

Vedder, Price, Kaufman & Kammlholz
Attn: Pearl A. Zager, Esq.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601

FIRST AMENDMENT TO MORTGAGE AND JOINDER AGREEMENT

This FIRST AMENDMENT TO MORTGAGE AND JOINDER AGREEMENT (this "Agreement") is made as of this 19th day of May, 2006, by and among WILSON YARD DEVELOPMENT I, LLC, an Illinois limited liability company ("Development"), whose address is 1333 N. Kingsbury, Suite 305, Chicago, Illinois, 60622, WILSON YARD PARTNERS, L.P., an Illinois limited partnership ("Partners"), whose address is 1333 N. Kingsbury, Suite 305, Chicago, Illinois, 60622, and BRIDGEVIEW BANK GROUP, with an office at 4753 North Broadway, Chicago, Illinois, 60640 (the "Bank").

617 435 4617

WITNESSETH:

WHEREAS, Development is justly indebted and liable to Bank pursuant to that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 22, 2005 and filed for record with the Recorder of Deeds of Cook County, Illinois on DECEMBER 12, 2005 as document number 05 354 0322 (the "Mortgage") securing, among other things, Development's obligations under that certain Construction Loan Agreement dated November 22, 2005 as amended, made by and between Development and Bank (the "Loan Agreement") and Promissory Note dated November 22, 2005, given by Development to the Bank referred to in the Mortgage (the "Note").

WHEREAS, the Mortgage encumbers the lands, premises and property situate, lying and being in Cook County, State of Illinois which are legally described in Exhibit A attached hereto and hereby made a part hereof (collectively, the "Property").

WHEREAS, Section 9 of the Mortgage provides that Development will not sell or otherwise dispose of the Property without the prior written consent of the Bank.

WHEREAS, Development, by execution of that certain Warranty Deed of even date herewith (the "Deed"), will transfer all right, title and interest of Development in and to that portion of the Property set forth on Exhibit B attached hereto and hereby made a part hereof (the "Transferred Property") to Partners, and in connection therewith Partners has agreed to join into the Mortgage and assume all of the liabilities and obligations thereunder subject to the conditions herein set forth; and

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WHEREAS, the Bank has agreed to consent to Development's transfer of the Transferred Property to Partners on the condition that Partners join into the Mortgage and expressly assume each and every liability and obligation thereunder subject to the conditions herein set forth, execute this Agreement and agree to such other terms and conditions as are contained herein.

NOW, THEREFORE, for and in consideration of the preambles hereto, the sum of TEN DOLLARS (\$10.00), the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions and Exhibits. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage. All exhibits, schedules and attachments referenced in this Agreement and all preambles hereto shall be deemed incorporated herein by this reference.

2. Joinder. Subject to the satisfaction of the conditions precedent set forth herein, Partners join in, assume, adopt and become a Mortgagor under the Mortgage. Partners hereby agrees, for and on behalf of Partners and Partner's successors and assigns and for the benefit of the Bank and any other parties to the Mortgage, to discharge, perform and be bound by all of the covenants, agreements, provisions, conditions and obligations under the Mortgage and to pay when due all of the obligations and liabilities arising under or in connection with the Mortgage. All references to Mortgagor or Mortgagors contained in the Mortgage are hereby deemed for all purposes to also refer to and include Partners as a Mortgagor, and Partners hereby agrees to comply with all of the terms and conditions of the Mortgage as if Partners was an original signatory thereto.

3. Consent. Any requirement of the Mortgage, whether contained in Section 9 thereof or otherwise, to obtain the prior consent, written or otherwise, of the Bank to the Deed or this Agreement shall be deemed satisfied by the Bank's execution of this Agreement. Notwithstanding the foregoing, the Bank's consent to this Agreement shall not constitute a release of Development from any of Development's liabilities or obligations under the Mortgage or the Loan Agreement.

4. Release of Transferred Property. Notwithstanding anything to the contrary provided herein, the Mortgage shall be amended to provide that the Bank shall execute and deliver to Partners a Release of Mortgage, in recordable form, substantially in the form attached hereto as Exhibit C to be recorded in the land records of Cook County, Illinois, releasing the Mortgage and this Amendment as an encumbrance against the Transferred Property, and a general release to Partners of any and all liability and obligations under the Mortgage, the Note and Loan Agreement, if the following conditions are complied with:

(a) Partners provides at least five (5) days prior written notice to the Bank;
and

(b) Partners makes a payment to the Bank in cash in the amount of the lesser of (i) the outstanding balance of the Mortgage as of the payment date or (ii) the sum of ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00).

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5. Representations, Covenants and Warranties of Partners. Partners hereby represents and warrants to the Bank that Partners has reviewed and is familiar with the representations, covenants and warranties contained in the Mortgage. Partners, by execution hereof, hereby agrees that any and all representations, covenants and warranties contained in the Mortgage shall be deemed remade by Partners as of the date hereof as to Partners, and Partners agrees, for and on behalf of Partners and Partner's successors and assigns, to be bound by said representations, covenants and warranties as if made by Partners on the date hereof as to Partners.

6. Representations, Covenants and Warranties of Development. Development hereby represents to, warrants and covenants with the Bank that:

(a) The Mortgage and the Loan Agreement are currently in full force and effect, and the Mortgage constitutes a valid and enforceable lien on the Property. With the exception of the Permitted Encumbrances set forth in the Mortgage, there presently exists no third party having an interest in the Property which is on a parity with or superior to the interest of the Bank.

(b) Development has complied with the provisions of the Mortgage in all material respects, and Development is not in default under any provisions thereof and no event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default by Development under the Mortgage.

(c) There presently exists no setoff, defense or counterclaim available to any party to the Mortgage and Development has not received notice of, and has no knowledge of, any setoff, counterclaim or other defense available to any such party.

(d) Development has neither agreed to nor has any knowledge or is in receipt of any notice of any waivers under, amendments or other modifications of, assignments of rights or obligations under, or defaults under the Mortgage.

7. Representations, Covenants and Warranties of Development and Partners. Each of Development and Partners hereby represent, covenant and warrant to the Bank that each of Development and Partners has the full right and power to execute, deliver and perform this Agreement according to its terms without the necessity of consent of or joined with another; when executed and delivered, this Agreement shall constitute a valid and binding agreement, enforceable according to its terms and as to all related entities, successors, subsidiaries, affiliates, agents and assigns.

8. Effectiveness Conditions. This Agreement shall be effective upon completion of the following conditions precedent (all documents to be in form and substance satisfactory to the Bank and the Bank's counsel):

(a) Execution and delivery of this Agreement;

(b) Execution and delivery of a Reaffirmation of Joint and Several Guaranty of even date herewith made by Peter M. Holsten and John M. Mullen in favor of the Bank;

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(c) Delivery of a date down endorsement to the loan policy evidencing the Mortgage;

(d) Payment of all fees, costs and expenses related to the documentation and negotiation of this Agreement and the transactions contemplated hereby (including, without limitation, reasonable attorneys' fees); and

(e) Delivery of certified copies of (i) the resolutions of Development and Partners authorizing the execution of this Agreement and each document required to be delivered by any section hereof and (ii) Partners' certificate of limited partnership and partnership agreement.

9. Successors and Assigns. This Agreement and all of the terms and conditions set forth herein shall extend to and be binding upon each of the parties hereto and upon each of said parties' respective executors, administrators, successors and permitted assigns.

10. Severability. In the event that any provision of this Agreement or any operation contemplated hereunder is found by any court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly, and, in any event, the remainder of this Agreement shall continue in full force and effect.

11. Mortgage Otherwise Unchanged. Except as specifically set forth herein, all terms and conditions of the Mortgage shall remain in full force and effect and nothing herein contained invalidates or shall invalidate any security now held by the Bank for the obligations of Development or Partners, as the case may be, under the Mortgage or the Loan Agreement or impair or release any covenant, condition, agreement or stipulation contained therein.

12. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Illinois.

13. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which collectively shall constitute one (1) agreement.

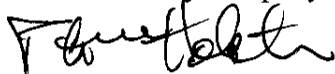
[SIGNATURE PAGE FOLLOWS]

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

DEVELOPMENT:


WILSON YARD DEVELOPMENT I LLC,
an Illinois limited liability company

By: 
Peter M. Holsten, Managing Member

PARTNERS:

WILSON YARD PARTNERS, LP,
an Illinois limited partnership

By: Wilson Yard Development
Corporation, its general partner

By: 
Peter M. Holsten, President

BANK:

BRIDGEVIEW BANK GROUP

By: _____
Print Name: _____
Title: _____

Property of Cook County Clerk's Office

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

DEVELOPMENT:

WILSON YARD DEVELOPMENT I LLC,
an Illinois limited liability company

By: _____
Peter M. Holsten, Managing Member

PARTNERS:

WILSON YARD PARTNERS, LP,
an Illinois limited partnership

By: Wilson Yard Development Corporation,
its general partner

By: _____
Peter M. Holsten, President

BANK:

BRIDGEVIEW BANK GROUP

By: _____
Print Name: DAVID GRZEWIA
Title: SENIOR V. P.

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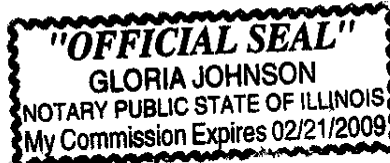
STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Grzenia personally known to me to be the same person whose name is subscribed to the foregoing instrument as senior VP of Bridgeview Bank Group, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of MAY, 2006.

Gloria Johnson
Notary Public



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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

PARCEL 1: (CTA PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF BROADWAY, 1,124 FEET SOUTHEAST FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET;

THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO, AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY, MEASURED AT RIGHT ANGLES THERETO;

THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO; 64.03 FEET;

THENCE SOUTHERLY ON A STRAIGHT LINE, 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 47.41 FEET TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE WEST ON THE NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 277.04 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 112 DEGREES 08 MINUTES 08 SECONDS FROM EAST TO NORTHWEST, WITH SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE 42.60 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 168 DEGREES 33 MINUTES 30 SECONDS FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 177 DEGREES 45 MINUTES 33 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 26.51 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 183 DEGREES 10 MINUTES 25 SECONDS, FROM SOUTH THROUGH EAST TO

UNOFFICIAL COPY**LEGAL DESCRIPTION (CONT.)**

NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 131.04 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 32.80 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 91 DEGREES 31 MINUTES 33 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 180.32 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 94 DEGREES 52 MINUTES 30 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.43 FEET;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 89 DEGREES 59 MINUTES 58 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 59.42 TO A POINT;

THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 16 MINUTES 20 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 148.08 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 07 MINUTES 36 SECONDS, FROM SOUTHEAST THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 94.43 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 78 DEGREES 37 MINUTES 46 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, SAID LINE BEING ALSO 168 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST WILSON AVENUE, A DISTANCE OF 15.87 FEET TO A POINT ON A LINE,

SAID LINE BEING DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET;

THENCE SOUTHERLY ALONG SAID LINE

DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE

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LEGAL DESCRIPTION (CONT.)

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SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET; THENCE SOUTHWESTERLY ON A COURSE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 4.11 FEET TO THE SOUTHERLY TERMINUS OF SAID LINE,

A DISTANCE OF 213.71 FEET TO A POINT; SAID POINT BEING ALSO THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 4.11 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 96 FEET TO A POINT;

THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 85 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 10 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 70 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 200 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 400 FEET TO A POINT;

THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**LEGAL DESCRIPTION (CONT.)**

PARCEL 2: (ASUZA PARCEL)

THAT PART OF THAT NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF BROADWAY, 1,124 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET; THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 40 FEET SOUTH OF THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, 64.03 FEET; THENCE SOUTHERLY ON A STRAIGHT LINE 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE 47.41 FEET TO NORTH LINE OF MONTROSE AVENUE; THENCE EAST ON THE NORTH LINE OF MONTROSE AVENUE 125.31 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF BROADWAY; THENCE NORTHWESTERLY ON THE WESTERLY LINE OF BROADWAY 260.43 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (MONTROSE PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF BROADWAY ROAD (FORMERLY EVANSTON AVENUE), 475 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE; THENCE CONTINUING SOUTHEASTERLY ON THE WESTERLY LINE OF BROADWAY ROAD, 225 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 95 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF BROADWAY ROAD, 200 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD 70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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 EXHIBIT B LEGAL DESCRIPTION
 OF TRANSFERRED PROPERTY
 FAMILY BUILDING PARCEL

ALL THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND WITHIN THE VERTICAL PROJECTION OF THE BOUNDARY LINE OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1123.98 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WEST WILSON AVENUE AS MEASURED ALONG SAID WESTERLY LINE OF BROADWAY, AND RUNNING;

THENCE NORTH 24 DEGREES 33 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF BROADWAY (BASIS OF BEARINGS ASSUMED), A DISTANCE OF 333.78 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 53.51 FEET;

THENCE SOUTH 10 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 233.45 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 57.19 FEET, MORE OR LESS, TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE SOUTH 89 DEGREES 59 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM:

THAT PART OF THE FOREGOING DESCRIPTION LYING IN A VERTICAL PLANE BETWEEN AN ELEVATION OF 12.00 FEET ABOVE CHICAGO CITY DATUM, AND AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1123.98 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WEST WILSON AVENUE AS MEASURED ALONG THE WESTERLY LINE OF BROADWAY (FORMERLY EVANSTON AVENUE), AND RUNNING;

THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 120.45 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 54.18 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 13.19 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 55.91 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 9.67 FEET;

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THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 26.27 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 14.42 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 4.33 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 27.17 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 15.83 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.67 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 30.68 FEET;

THENCE SOUTH 79 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 1.12 FEET;

THENCE NORTH 10 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 187.26 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.51 FEET, MORE OR LESS, TO THE WESTERLY LINE OF BROADWAY;

THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 48.50 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 43.91 FEET;

THENCE NORTH 24 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 12.50 FEET;

THENCE SOUTH 65 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 9.33 FEET;

THENCE SOUTH 24 DEGREES 25 MINUTES 53 SECONDS EAST, A DISTANCE OF 18.50 FEET;

THENCE NORTH 65 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 53.25 FEET, MORE OR LESS, TO THE WESTERLY LINE BROADWAY;

THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 279.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

FORM OF RELEASE

RELEASE OF

MORTGAGE

PREPARED BY AND MAIL TO:

Mark W. Burns
Applegate & Thorne Thomsen
322 S. Green St., Suite 400
Chicago, Illinois 60607

Know All Men by These Presents, that Bridgeview Bank, for and in consideration of one dollar, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, convey, release and quit-claim unto Wilson Yard Partners, LP, an Illinois limited partnership, all right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated November 22, 2005 and recorded _____, 200__ as Document No. _____ in the Office of the Recorder of Deeds, Cook County, Illinois and a First Amendment to Mortgage and Joinder Agreement dated May 19, 2006 and recorded _____, 200__ as Document No: _____ in the Office of the Recorder of Deeds, Cook County, Illinois, with respect to that real property described in said Mortgage and First Amendment as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Dated as of this _____ day of _____, 200__.

Bridgeview Bank

By: _____
Name: _____
Title: _____

UNOFFICIAL COPY

State of Illinois)
) ss
County of _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____ is personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged he or she signed, sealed and delivered the instrument as his or her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 200__.

Notary Public

My commission expires:

Property of Cook County Clerk's Office