



Doc#: 0615341130 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2006 02:32 PM Pg: 1 of 14

Recording Requested By:
Guaranty National Title Company

After Recording Return To:
Broadway Bank of Chicago
5960 North Broadway
Chicago, Illinois 60660

WRI Loan No. 07557

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), dated for reference purposes this May 17, 2006, is among 417 S. DEARBORN, LLC, an Illinois limited liability company ("Borrower"), WRI FM INVESTMENTS III LLC, a Washington limited liability company ("WRI" or "Subordinate Lender"), and BROADWAY BANK OF CHICAGO, an Illinois banking corporation ("Senior Lender").

RECITALS

A. Borrower has acquired certain real property legally described in EXHIBIT A (the "Property"), on which Borrower intends to develop residential units. The Property, all improvements now or in the future constructed or located on the Property, and all personal property, contract rights and other intangibles related to the Property are collectively referred to as the "Project." The residential units to be constructed and sold as part of the Project, whether single family lots, single family homes, or townhome or condominium units, are called "Units" herein, which includes any lots ("Lots") on which such Units are constructed or intended to be constructed.

B. Senior Lender has made or agreed to make a loan to Borrower in the original principal amount of \$5,080,000 (the "Senior Loan"). All or substantially all of the proceeds of the Senior Loan are to be used in connection with acquisition, ownership, financing, development, construction, improvement and sale of the Property. The Senior Loan is evidenced by, among other things, a Loan Agreement and Mortgage Note, and is secured by, among other things, a Construction Mortgage, Assignment of Leases and Rents and Security Agreement (the "Senior Mortgage"), executed by Borrower in favor of Senior Lender, and recorded in the Official Records of Cook County, Illinois concurrently herewith. The Loan Agreement, Mortgage Note, Senior Mortgage, and other documents evidencing, securing, or otherwise relating to the Senior Loan, are collectively referred to as the "Senior Loan Documents".

C. Subordinate Lender has made or agreed to make a loan to Borrower in the original principal amount of \$1,550,000 (the "Subordinate Loan"). The Subordinate Loan is evidenced by, among other things, a Loan Agreement and Promissory Note, and is secured by, among other things, a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Subordinate Mortgage"), executed by Borrower in favor of Subordinate Lender and recorded in the Official

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Records of Cook County, Illinois concurrently herewith. The Loan Agreement, Promissory Note, Subordinate Mortgage, and other documents evidencing, securing, or otherwise relating to the Subordinate Loan are collectively referred to as the "Subordinate Loan Documents".

D. As a condition precedent to the making of the Senior Loan, Senior Lender has required Subordinate Lender to subordinate the lien of the Subordinate Mortgage to the lien of the Senior Mortgage, and to subordinate Subordinate Lender's right to receive any payment under the Subordinate Loan Documents to Senior Lender's right to receive payment of the indebtedness secured by the Senior Loan Documents on the terms and conditions set forth below.

E. Senior Lender and Subordinate Lender (collectively, "Lenders" or either of them, a "Lender") have entered into this Agreement to set forth the terms of subordination between them, and Borrower has also entered this Agreement to acknowledge its agreement with and approval of such terms.

AGREEMENTS

1. Subordination.

1.1 Lien Subordination. Subordinate Lender hereby subordinates the lien of the Subordinate Mortgage, any other liens in personal property securing the Subordinate Loan and evidenced by the Subordinate Loan Documents or any UCC financing statement, and all of Subordinate Lender's rights, remedies and privileges thereunder to the lien of the Senior Mortgage, any other liens in personal property securing the Senior Loan and evidenced by the Senior Loan Documents or any UCC financing statement, and all of Senior Lender's rights, remedies, and privileges thereunder. Nothing contained in the Subordinate Loan Documents shall operate to defeat, render invalid, or impair the priority and seniority of the liens of Senior Lender under the Senior Mortgage and the other Senior Loan Documents.

1.2 Payment Subordination. Subordinate Lender hereby subordinates its right to receive payments from Borrower of any and all amounts owing under the Subordinate Loan Documents ("Subordinate Indebtedness") to Senior Lender's right to receive payments from Borrower of any and all amounts owing under the Senior Loan Documents ("Senior Indebtedness"). So long as Senior Lender has not provided written notice to Subordinate Lender of the occurrence of an event of default under the Senior Loan Documents, Subordinate Lender shall have the right to collect and keep any payments it receives under the Subordinate Loan Documents, free and clear of any liens or security interests securing the Senior Loan. However, after Senior Lender has provided written notice to Subordinate Lender of the occurrence of an event of default under the Senior Loan Documents, then any payment by Borrower to Subordinate Lender shall be collected, enforced and received by Subordinate Lender as trustee for Senior Lender and promptly paid to Senior Lender in payment of the Senior Indebtedness as Senior Lender may direct, which obligation to remit such payments to the Senior Lender shall continue until any of the following have occurred: (i) such event of default is cured, (ii) the Senior Indebtedness has been paid in full, (iii) the Senior Lender has released or abandoned all efforts to collect from the Borrower, or (iv) the

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Senior Lender has authorized Subordinate Lender in writing to proceed with collection of the Subordinate Loan.

2. Modifications of Loans.

2.1 Loan Modifications Requiring Approval of Other Lender or Reaffirmation of Subordination by Subordinate Lender. Subject to the provisions of Section 2.2, the following modifications to the Loan Documents governing the Loan made by either Lender shall constitute "Reviewable Modifications" that must be reviewed and approved in writing by the other Lender:

2.1.1 shortening the maturity date of the Loan (other than an election to accelerate upon default);

2.1.2 increasing the interest rate charged under the Loan (other than an increase to a default rate and imposition of late charges after default) or adding or modifying any financial covenants relating to Borrower or any guarantor who has guaranteed both the Senior Loan and the Subordinate Loan (a "Guarantor") such that the financial covenants with which Borrower or any such Guarantor must comply are more rigorous or demanding than prior to such modification; provided, that neither Lender shall unreasonably withhold its approval to such increase or modification if there exists a reasonable basis therefor;

2.1.3 increasing the "release price" or other amount required under the applicable Loan Documents for release of the mortgage securing such Loan as against any Lot or Unit in the Project (other than Senior Lender's election to collect and keep all net sales proceeds from Lot or Unit sales while an uncured event of default exists under the Senior Loan or, if the Senior Lender is not keeping all net sales proceeds, Subordinate Lender's election to collect and keep all net sales proceeds that are available after payment of the release price under the Senior Loan for so long as an uncured event of default exists under the Subordinate Loan); provided, that neither Lender shall unreasonably withhold its approval to such increase if there exists a reasonable basis therefor;

2.1.4 increasing the total amount of the Loan (i.e., the non-revolving principal amount of a non-revolving loan, or the maximum outstanding balance under a revolving credit line loan) by more than 5%, or amending the loan-to-value, loan-to-cost, or other disbursement controls under the Loan such that the amount per Unit that such Lender advances under its loan is increased by more than 5% provided, that additional advances made by either Lender to protect its security, complete the Project, or after an event of default has occurred shall not constitute a Reviewable Modification and shall not require the other Lender's approval, as confirmed in Sections 2.2.2 and 2.2.3 below and as to increases of the Loan amount or borrowing limits in other circumstances, neither Lender shall unreasonably withhold its approval to such increase if there exists a reasonable basis therefor;

2.1.5 authorizing disbursements of the Loan to be used for purposes other than land costs, hard or soft construction costs, or other Project costs, taxes, insurance,

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permit fees, interest, loan fees, or financial expenses relating to the Project or the obligations under such Lender's Loan Documents relating to the Project; or

2.1.6 eliminating or curtailing the terms of any notice or cure period afforded to Borrower under the Loan Documents.

2.2 Modifications Not Requiring Approval or Reaffirmation of Subordination. The following additional advances, extensions, amendments, or other modifications to either Loan shall not require the prior written approval of the other Lender and Subordinate Lender's agreement herein to subordinate its payment rights under the Subordinate Loan Documents shall automatically apply to such modifications of the Senior Loan Documents, without the need for any written reaffirmation of subordination or other written agreement by Subordinate Lender:

2.2.1 any and all additional advances, extensions, amendments, or other modifications of the Loan Documents or mortgage securing such Loan that do not constitute or contain any Reviewable Modifications as defined in Section 2.1;

2.2.2 after an event of default under either Loan and until such default is completely cured, an election by the Lender under such Loan to advance funds sufficient to cure such defaults or to complete the construction, marketing, and sale of all of the Lots or Units in the Project, even though such additional advances may result in the aggregate amount advanced by such Lender exceeding the original principal amount of its Loan or the amount of increase permitted in Section 2.1.3 above; and/or

2.2.3 regardless of whether a default has occurred under its Loan Documents, an election by the Lender under such Loan to advance additional funds to preserve or protect the Project and its security in the Project, including but not limited to advances to prevent waste or destruction, to pay or prevent liens, to pay taxes, insurance premiums, or other assessments or charges against the Project, to defend Borrower's title or such Lender's lien priority, to pay collection costs or other expenses reimbursable by Borrower under its Loan Documents, or to address any other risks reasonably perceived by such Lender as jeopardizing its security.

2.3 In the case of Reviewable Modifications of the Senior Loan, such modifications shall also require the Subordinate Lender's reaffirmation of subordination, which reaffirmation shall, upon the request of Senior Lender, be executed by Subordinate Lender with respect to any Senior Loan modification approved by Subordinate Lender or for which no approval is required.

3. Cross-Default or Cross-Collateralization.

3.1 No Cross-Collateralization with Other Projects. Subject to the clarification in Section 3.3 and regardless of the provisions of the Senior Loan Documents, Senior Lender agrees that so long as the Subordinate Loan has not been fully repaid, then as between

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Senior Lender and Subordinate Lender, the Project shall constitute collateral only for Borrower's performance of its obligations under the Senior Loan Documents that relate to the Project, and the Project shall not constitute collateral for: (i) any other loan made by Senior Lender to Borrower or Borrower's affiliates with respect to properties other than the Project, or (ii) if the Senior Loan includes indebtedness or obligations relating to multiple properties, any portion of such indebtedness and obligations that do not relate to the Project.

3.2 No Cross-Default with Other Projects. Subject to the clarification in Section 3.3 and regardless of the provisions of the Senior Loan Documents, Senior Lender shall not enforce any cross-default provisions in the Senior Loan Documents to exercise any default remedies against the Project solely as a result of defaults that are unrelated to the Project or that occur under loans other than the Senior Loan or with respect to indebtedness or obligations that relate solely to properties other than the Project.

3.3 Cross-Default and Cross Collateralization Between Separate Loans Within Same Development. Notwithstanding the limitations of Sections 3.1 and 3.2, if the Subordinate Mortgage encumbers multiple phases, divisions, parcels, or villages of the same master planned community or other residential development, and the Senior Lender makes or has made separate loans with respect to such multiple phases, divisions, parcels, or villages: (i) the Senior Lender shall be entitled to cross-collateralize such separate loans, including the Senior Loan, that are secured by deeds of trust against the phases, divisions, parcels, or villages that also constitute security for the Subordinate Loan, and (ii) the Senior Lender shall be entitled to cross-default such separate loans and to exercise a default remedy against the Project as a result of defaults under other loans made with respect to the other phases, divisions, parcels, or villages that also constitute security for the Subordinate Loan.

4. Partial Releases.

4.1 Until the Senior Indebtedness is paid in full, Subordinate Lender will from time to time cause the Subordinate Mortgage and any other liens created under the Subordinate Loan Documents to be promptly released from individual Lots, Units, or other legal parcels of the Property upon the closing of the sale thereof, provided that Subordinate Lender receives, for paydown of the Subordinate Indebtedness, the net proceeds, if any, from the sale of any such Lot or Unit after payment of all costs and expenses of such sale and payment to Senior Lender of any amount required under the Senior Loan Documents for release of the Senior Mortgage from such Lot, even if the amount of such paydown is less than the amount required under the Subordinate Loan Documents or if Subordinate Lender receives no paydown whatsoever from such sale.

4.2 Subordinate Lender's obligation to release the Subordinate Mortgage upon the sale of any Lot or Unit shall not be affected by any default under the Senior Loan Documents or the Subordinate Loan Documents. Subordinate Lender acknowledges that Senior Lender would not make the Loan to Borrower without this provision, and that this provision shall be specifically enforceable by Senior Lender. Subordinate Lender agrees to execute and deliver a partial release of any Lot or Unit from the Subordinate Mortgage in accordance with the requirements of this

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Section within five business days after written request from Senior Lender or any escrow agent for the sale of any such Lot or Unit.

5. Dealings Among Lenders and Borrower; Waivers

5.1 In making disbursements under the Senior Loan, Senior Lender has no obligation or duty to, nor has Senior Lender represented that it will, verify the application of any proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in the Senior Loan Documents shall not defeat or diminish the subordination provided for herein.

5.2 In making disbursements under the Senior Loan, Senior Lender may waive any and all conditions to a disbursement contained in the Senior Loan Documents. Any such waiver shall not defeat the subordination herein in whole or in part.

5.3 Neither Lender has made any representations to the other Lender about Borrower's creditworthiness or the Project, nor is either Lender relying on the underwriting or due diligence investigation of the other Lender.

5.4 The subordination provided for herein shall not be rendered ineffective by Senior Lender's discharge or release of the Borrower or release, substitution, exchange, or surrender of any collateral for the Senior Loan, nor by any elections made by Senior Lender as to the method and manner in which it may proceed against such collateral.

5.5 Subordinate Lender waives its right to claim priority due to the Senior Lender's failure to perfect or renew or continue perfection of liens. Subordinate Lender also waives its right to challenge a foreclosure of the Senior Loan based on characterization of property as real or personal.

5.6 Subordinate Lender waives any right to be subrogated to the rights of the Senior Lender unless or until Subordinate Lender has paid the entire amount of indebtedness owing under the senior loan.

5.7 Borrower agrees that Subordinate Lender and Senior Lender may communicate directly about any and all matters relating to their respective loans, including, after an event of default under either such loan, communication between the Lenders relating to any default remedies that may be pursued or possible loan restructurings or workout arrangements. Borrower hereby authorizes such communications and waives any and all rights to prior notice of such communications.

6. Notices of Default and Cure Rights.

6.1 Any rights to notice and a cure period given to Borrower in the Senior Loan Documents shall also benefit the Subordinate Lender, and any rights to notice and a cure period given to Borrower in the Subordinate Loan shall also benefit the Senior Lender. Accordingly, in the

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event that either Lender issues any written notice of default under its loan to Borrower, it shall provide a copy of such notice to the other Lender, and the other Lender shall have the same right to cure such default as is afforded to Borrower. Failure to provide a copy of such notice or delay in providing such notice shall not invalidate any action or remedy undertaken against Borrower by the Lender issuing such notice of default, but such failure or delay shall operate to extend any cure period otherwise available to such other Lender under the applicable loan documents.

6.2 Any notices given to any party hereunder shall be given via overnight courier or messenger service, registered mail, return receipt requested, personal service, or facsimile transmission (followed by telephone confirmation of receipt or any of the other permitted methods of giving notice) to the parties at the following addresses, or to such other address as may be designated by such party:

Senior Lender: Broadway Bank of Chicago
5960 North Broadway
Chicago, Illinois 60660

Tel: 773-989-2100
Fax: 773-989-4896

Subordinate Lender: WRI Fin investments III LLC
c/o Weyenaeuser Realty Investors, Inc.
1301 5th Avenue, Suite 3100
Seattle, WA 98101-2647

Tel: 206-264-2240
Fax: 206-264-2241

Borrower: 417 S. Dearborn, LLC
310 S. Michigan Avenue, Suite 2500
Chicago, IL 60604

Tel: 312-922-0925 x508
Fax: 312-922-0869

7. Priority of Payments In Liquidation or Insolvency. In the event of any liquidation or dissolution of Borrower, or any receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Borrower or any portion of its property, all amounts due under the Senior Loan Documents (including without limitation, post-petition interest accrued under the Senior Loan after Borrower's bankruptcy filing) shall first be paid in full before any payment is made upon or in respect of the obligations under the Subordinate Loan Documents (including without limitation, post-petition interest accrued under the Subordinate Loan after Borrower's bankruptcy filing). If and to the extent that any payment under the Senior Loan

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Documents or Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is declared by any court of competent jurisdiction to be a fraudulent conveyance or a preference, set aside, or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar person, the Senior Loan or Subordinate Loan, as appropriate, or part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred. Similarly, if and to the extent that any payment under the Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is required to be paid to Senior Lender under the terms of this Agreement, or otherwise, then if such payment is actually recovered by, or paid over to, Senior Lender, the Subordinate Loan, or part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred; provided that the Senior Loan shall be reduced by the amount of the payment actually received by Senior Lender.

8. Insurance and Condemnation Provisions.

8.1 Subordinate Lender hereby subordinates all of its right, title, interest or claim in and to: (i) all proceeds of all policies of insurance covering the Property or insuring the Borrower, and (ii) all awards or other compensation made for any taking of all or any part of the Property, to the rights of Senior Lender in and to such insurance proceeds and condemnation awards.

8.2 So long as any indebtedness remains outstanding under the Senior Loan Documents, Senior Lender shall be exclusively entitled to receive any and all insurance or condemnation awards or proceeds, either for application to such indebtedness or for such repair, reconstruction, or renewal of the Project as Senior Lender shall direct in its sole discretion. If, following any such application or disposition of the insurance proceeds or condemnation awards and other compensation, any balance remains, then such excess shall be made payable to Subordinate Lender, or if Subordinate Lender's rights to receive such proceeds are disputed by the Borrower or other parties, then Senior Lender may either make such excess payable to the joint order of Borrower and Subordinate Lender as their interests may appear under the Subordinate Loan Documents, or Senior Lender may interplead such excess into court for further disposition.

8.3 Subordinate Lender agrees at any time and from time to time to execute such documents as Senior Lender or the insurer may reasonably require to confirm that any rights that Subordinate Lender may have as a loss payee or additional insured are expressly subject and subordinate to the rights of Senior Lender as an additional insured or loss payee. If any insurance or condemnation awards or proceeds are tendered or paid to Subordinate Lender in violation of this Section 6, Subordinate Lender shall immediately transfer such awards or proceeds to Senior Lender.

9. Other Provisions.

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9.1 Subordinate Lender acknowledges and agrees that Senior Lender would not make the Senior Lender loan without this Agreement.

9.2 Subordinate Lender acknowledges having received and reviewed copies of all of the Senior Loan Documents and consents to and approves all of the provisions of each of the Senior Loan Documents and all other agreements, including, without limitation, any escrow or disbursement agreements, between Borrower and Senior Lender for the disbursement of the proceeds of the Senior Loan.

9.3 This Agreement constitutes the entire agreement between the parties, and shall supersede and cancel any prior agreements regarding the subordination of the Subordinate Loan Documents and any liens or rights created thereunder.

9.4 If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

9.5 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, successors and assigns.

9.6 This Agreement is construed by and governed in accordance with the laws of the state in which the Project is located.

9.7 This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement, which shall be delivered to the Senior Lender after recording, with a copy to the Borrower and Subordinate Lender.

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EXECUTED as of the date set forth above.

Subordinate Lender:

WRI FM INVESTMENTS III LLC
a Washington limited liability company

By Weyerhaeuser Realty Investors, Inc.
a Washington corporation
Its Manager

By Jeffery Brian Stanish
Name: Jeffery Brian STANISH
Its: Sr. Project Analyst

By _____
Name: _____
Its: _____

Senior Lender:

BROADWAY BANK OF CHICAGO, - -
an Illinois banking corporation

By Gloria Sguros
Name: GLORIA SGUROS
Its: VICE PRESIDENT,
SENIOR MANAGER

Borrower:

417 S. DEARBORN, LLC,
an Illinois limited liability company

By: Plymouth Holdings, LLC By: LeSalle Street
an Illinois limited liability company, Investors,
its Member Py. Donald
Kindwald

By: [Signature]
Name: [Signature]
Its Member [Signature]

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STATE OF IL }
COUNTY OF Cook } SS.

On this day personally appeared before me Jeffery Brian Stanish, to me known to be the Sr. Proj. Analyst of Weyerhaeuser Realty Investors, Inc., the Washington corporation that is the manager of WRI FM INVESTMENTS III LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of May, 2006.



Jennifer Pitts
Printed Name Jennifer Pitts
NOTARY PUBLIC in and for the State of IL
residing at 2728 N. Hampden, Chicago, IL 60614
My Commission Expires 3/14/10

STATE OF IL }
COUNTY OF Cook } SS.

On this day personally appeared before me Jeffery Brian Stanish, to me known to be the Sr. Proj. Analyst of Weyerhaeuser Realty Investors, Inc., the Washington corporation that is the manager of WRI FM INVESTMENTS III LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of May, 2006.




Jennifer Pitts
Printed Name Jennifer Pitts
NOTARY PUBLIC in and for the State of IL
residing at 2728 N. Hampden, Chicago, IL 60614
My Commission Expires 3/14/10

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STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this day personally appeared before me GLORIA SGUROS,
to me known to be the VICE PRESIDENT of BROADWAY BANK OF CHICAGO, the
Illinois banking corporation that executed the foregoing instrument, and acknowledged such
instrument to be the free and voluntary act and deed of such corporation, for the uses and
purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such
instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of May, 2006.


Printed Name ROLANDO SANTIAGO
NOTARY PUBLIC in and for the State of IL
residing at 5760 N Broadway Chicago IL 60642
My Commission Expires _____

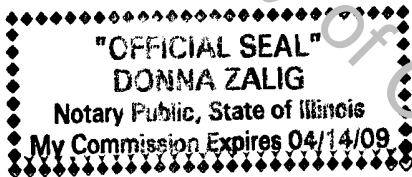


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STATE OF Illinois }
COUNTY OF Cook } ss.

On this day personally appeared before me Donald Kindwald,
to me known to be a member of ~~Plymouth Holdings, LLC~~, the Illinois limited liability company that is
a member of 417 S. DEARBORN, LLC, the Illinois limited liability company that executed the
foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed
of such company, for the uses and purposes therein mentioned, and on oath stated that he/she
was duly authorized to execute such instrument.

** La Salle Street Investors, Its Executive Member, President*
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of May, 2006. Donald Kindwald



Donna Zalig
Printed Name Donna Zalig
NOTARY PUBLIC in and for the State of Illinois,
residing at _____
My Commission Expires _____

STATE OF _____ }
COUNTY OF _____ } ss.

On this day personally appeared before me _____,
to me known to be a member of Plymouth Holdings, LLC, the Illinois limited liability company that is
a member of 417 S. DEARBORN, LLC, the Illinois limited liability company that executed the
foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed
of such company, for the uses and purposes therein mentioned, and on oath stated that he/she
was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2006.

Printed Name _____
NOTARY PUBLIC in and for the State of _____,
residing at _____
My Commission Expires _____

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Exhibit A

Legal Description of Property

LOT 12 [EXCEPT THAT PART THEREOF TAKEN FOR DEARBORN STREET] IN WRIGHT'S SUBDIVISION OF BLOCK 138 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office