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Doc#: 0629815067 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/25/2008 09:36 AM Pg: 1 of 10

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This Document Prepared By and
After Recording Return to:
Stephen F. Galler, Esq.
c/o Related Midwest LLC
350 West Hubbard Street, Suite 300
Chicago, Illinois 60610

Property Address: 4301-4311 North Sheridan Road
4260 North Broadway Avenue
Chicago, Illinois 60613

Permanent Index Number: 14-17-408-001

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE MARK CONDOMINIUMS

23rd THIS FIRST AMENDMENT (the "First Amendment") is made and entered into as of this
day of October, 2006 by 4301 N. Sheridan LLC, an Illinois limited liability company (the
"Declarant").

WITNESSETH:

WHEREAS, on or about October 10, 2006, the Declarant caused to be recorded with the
Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 0628317000 that
certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and
Covenants for The Mark Condominiums (the "Declaration"), made by Declarant and encumbering
the real property legally described in Exhibit A attached hereto and made a part hereof (the
"Property"); and

WHEREAS, the Plat of Survey (the "Plat of Survey"), which is attached as Exhibit A to and
made a part of the Declaration, delineates, among other things, the location of the Property, which
includes certain "proposed" Parking Spaces and Storage Spaces; and

WHEREAS, due to a scrivener's error, page 1 of the Plat of Survey failed to correctly
delineate all of the Units; and

WHEREAS, as of the date hereof, the rights, titles, powers and privileges, vested in the
Board of Managers by the Act, the Declaration and the By-Laws are held by the Declarant pursuant
to Article VII, Section 5 of the Declaration, and the Declarant has the right to amend the
Declaration pursuant to Article XX, Section 6 of the Declaration; and

WHEREAS, the Declarant desires to amend page 2 of the Plat of Survey in order to
delineate the actual dimensions of certain formerly "proposed" Parking Spaces and Storage Spaces;
and

RECORDING FEE 48
DATE 10-16-06 COPIES 2x
OK BY [Signature]

Box 334 10/18

81-17-165 AB Sub call

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WHEREAS, the Declarant desires to amend page 1 of the Plat of Survey in order to correctly delineate all of the Units.

NOW, THEREFORE, the Declarant declares that the Declaration is hereby amended as follows:

1. Pages 1 and 2 of the Plat of Survey are hereby deleted in their entirety and substituted with the revised pages 1 and 2 of the Plat of Survey, copies of which are attached hereto as Exhibit B.
2. All capitalized terms which are used but which are not defined herein shall have the respective meanings ascribed to such terms in the Declaration.
3. The First Amendment may be executed in counterparts which, when taken together, shall be deemed to constitute an original document.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day and year first above written.

4301 N. SHERIDAN LLC, an Illinois limited liability company

By: LR 4301 N. SHERIDAN LLC, its manager

By: LR Development Company LLC, its sole member

By: [Signature]
 Name: MARY T. SHERIDAN
 Its: Sheridan LLC

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EXHIBIT A

Legal Description of Property

UNITS 4301-101, 4301-102, 4301-201, 4301-202, 4301-301, 4301-302, 4311-100, 4311-101, 4311-102, 4311-103, 4311-104, 4311-105, 4311-106, 4311-200, 4311-201, 4311-202, 4311-203, 4311-204, 4311-205, 4311-206, 4311-300, 4311-301, 4311-302, 4311-303, 4311-304, 4311-305, 4311-306, 4311-400, 4311-401, 4311-403, 4311-404, 4311-405, 4311-406, 4260-101, 4260-201, 4260-202, 4260-301 AND 4260-302 IN THE MARK CONDOMINIUMS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNITS AND COMMON ELEMENTS ARE COMPRISED OF: LOTS 1, 2 AND 3 IN BLOCK 1 IN BUENA PARK SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4301-4311 North Sheridan Road
4260 North Broadway Avenue
Chicago, Illinois 60613

PIN #: 14-17-408-001

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CONSENT OF MORTGAGEE

LaSalle Bank National Association, a national banking association ("LaSalle"), in its capacity as Senior Lender and Agent for Lenders, as the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Property dated as of August 1, 2005 and recorded at the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") on August 18, 2005 as Document No. 0523039012, together with various ancillary loan and security documents, and any modifications, amendments, increases, extensions and refinancings of the foregoing (collectively, the "Mortgage"), hereby consents to the execution and recording of the within First Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for The Mark Condominiums (the "First Amendment"), and agrees that the Mortgage is subject to the provisions of the Declaration, as modified by the First Amendment; provided, however that such consent and agreement by LaSalle is subject to the condition that by the execution and recording of the First Amendment, the Declarant agrees to the following (it being understood that all capitalized terms used and not otherwise defined below shall have the same meanings as in the Declaration, as modified by the First Amendment):

1. The lien and encumbrance of the Mortgage is hereby spread to encumber (i) the Units and Common Elements created under the Declaration, as modified by the First Amendment, and (ii) the rights of the Declarant under the Declaration, as modified by the First Amendment (as contemplated by Article XX, Section 16 of the Declaration).
2. LaSalle as holder of the Mortgage is a mortgagee and First Mortgagee as those terms are used in the Declaration, as modified by the First Amendment. Notwithstanding any provisions of the Declaration, as modified by the First Amendment, no additional notices or requests to the Declarant or the Association shall be required of LaSalle's status as a mortgagee and First Mortgagee, or of LaSalle's request to receive all notices and other communications to which mortgagees and First Mortgagees are entitled under the terms of the Declaration, as modified by the First Amendment. The address of LaSalle for purposes of notices and other communications under the Declaration is LaSalle Bank National Association, 135 South LaSalle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate Division.
3. As between the Declarant and LaSalle and the other Lenders referred to in the Mortgage, so long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, the Declaration, as modified by the First Amendment, shall not be deemed to supersede or take precedence over any provisions of the Mortgage.
4. Notwithstanding the provisions of Article IV, Section 3 of the Declaration, as modified by the First Amendment, so long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, the Declarant shall not take action described in Article

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IV, Section 3 of the Declaration without the prior written consent of the Lender.

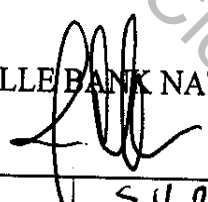
5. So long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, no "other action" shall be taken under the provisions of Article X, Section 2(d) of the Declaration, as modified by the First Amendment, without the prior written consent of LaSalle.
6. So long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, no action shall be taken under Article XII of the Declaration, as modified by the First Amendment, without the prior written consent of LaSalle.
7. Notwithstanding any provisions of the Declaration, as modified by the First Amendment, so long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, no modification or amendment of the Declaration, as modified by the First Amendment, shall be effective without the prior written consent of LaSalle.
8. So long as the Mortgage is outstanding as a lien on any one or more Units created under the Declaration, as modified by the First Amendment, the provisions of Article XIX, Section 1(h) of the Declaration, as modified by the First Amendment, shall not apply to LaSalle.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officer on its behalf, at Chicago, Illinois, on this 23rd day of October, 2006.

LASALLE BANK NATIONAL ASSOCIATION

By: _____

Its: _____



S.V.P.

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EXHIBIT B

REVISED PAGES 1 AND 2 OF THE PLAT OF SURVEY



Property of Cook County Clerk's Office

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Cook County Recorder of Deeds
Date: 10/25/2008 09:36 AM Pg: 1 of 10

EXHIBIT

ATTACHED TO

0629815067

10-25-08

DOCUMENT

Handwritten signature and date: 10/25/08

SEE PLAT INDEX