

# UNOFFICIAL COPY



Doc#: 0631101417 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/07/2006 01:48 PM Pg: 1 of 16

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## FOURTH MODIFICATION OF LOAN DOCUMENTS

**THIS FOURTH MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is dated as of September 1, 2006 and shall be made effective as of August 5, 2006 (the "Effective Date"), by and among **U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TO FIRSTAR BANK, N.A.**, not personally but solely as Trustee (the "Trustee") under Trust Agreement dated October 10, 2001, and known as Trust No. 7504 (the "Trust"), with a mailing address of 104 North Oak Park Avenue, Oak Park, Illinois 60301-1387, and **ST. GEORGE HOTEL, L.L.C.**, an Illinois limited liability company ("Beneficiary," and together with Trustee, "Borrower"), with a mailing address of c/o Becker Ventures, L.L.C., 5755 New King Court, Troy, Michigan 48098, Attention: Michael McInerney, **BECKER VENTURES, L.L.C.**, a Michigan limited liability company ("Becker"), with a mailing address of 5755 New King Court, Troy, Michigan 48098, Attention: Michael McInerney, **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns, as lead arranger and administrative agent and as a co-lender pursuant to an Assignment and Acceptance Agreement (hereinafter referred to as "Agent"), **MIDWEST BANK AND TRUST COMPANY** ("Midwest") and **PARKWAY BANK AND TRUST COMPANY** ("Parkway") and together with Agent and Midwest, "Lenders").

### RECITALS:

**This document prepared by and after recording return to:**

Scott M. Lapins, Esq.  
Schwartz, Cooper, Greenberger &  
Krauss, Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
378286.1 044535-11947

**Permanent Index Numbers:**

See Exhibit A

**Address of Property:**

222 and 230 North Michigan Avenue  
Chicago, Illinois

**Box 400-CTCC**

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A. Lenders have heretofore made a loan ("Loan") to Borrower in the principal amount of Forty Nine Million and No/100 Dollars (\$49,000,000.00) pursuant to the terms and conditions of a Construction Loan Agreement dated as of October 25, 2001 among Borrower and Lenders (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated October 25, 2001 payable to Agent in the principal amount of \$29,000,000.00, a Promissory Note dated October 25, 2001 payable to Midwest in the principal amount of \$14,500,000.00 and a Promissory Note dated October 25, 2001 payable to Parkway in the principal amount of \$5,500,000.00 (said Promissory Notes and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor are referred to herein as the "Notes").

B. The Loan is secured by (i) that certain Construction Mortgage and Security Agreement with Assignment of Leases and Rents and Fixture Filing dated October 25, 2001 executed by Borrower in favor of Agent on behalf of Lenders recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on November 16, 2001, as Document No. 0011080159 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated October 25, 2001, from Borrower to Agent on behalf of Lenders and recorded in the Recorder's Office on November 16, 2001, as Document No. 0011080160 (the "Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated October 25, 2001 from Borrower and John R. Marks to Agent on behalf of Lenders (the "Environmental Indemnity Agreement"), (iv) that certain Guaranty of Payment and Completion dated October 25, 2001 from John R. Marks to Agent on behalf of Lenders (the "Guaranty") and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Environmental Indemnity Agreement, the Guaranty, the First Modification, the Carry Guaranty, the Indemnity Agreement (each, as hereinafter defined) and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan was modified pursuant to that certain Modification of Loan documents dated as of June 24, 2005 and effective April 25, 2005, by and among Borrower and Lenders, and consented and agreed to by Becker and recorded in the Recorder's Office on July 29, 2005 as Document No. 0521002032 (the "First Modification"), pursuant to which the Borrower and Lenders agreed to, among other things, extend the Maturity Date of the Notes from April 25, 2005 to August 31, 2005.

D. Pursuant to the terms of the First Modification, Borrower caused to be delivered to Lenders, among other things, (i) a certain Carry Guaranty dated as of June 24, 2005 and effective April 25, 2005 made by Becker in favor of Lenders (the "Carry Guaranty"); and (ii) a certain Indemnity Agreement dated as of June 24, 2005 and effective April 25, 2005 made by Becker in favor of Lenders (the "Indemnity Agreement").

E. The Loan was further modified pursuant to that certain Modification of Loan documents dated as of September 30, 2005 and effective August 31, 2005, by and among Borrower and Lenders, and consented and agreed to by Becker and recorded in the Recorder's Office on October 18, 2005 as Document No. 0529120198 (the "Second Modification"),

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pursuant to which the Borrower and Lenders agreed to, among other things, extend the Maturity Date of the Notes from August 31, 2005 to April 30, 2006.

F. The Loan was further modified pursuant to that certain Third Modification of Loan documents dated as of May 31<sup>st</sup>, 2006 and effective as of April 30, 2006, by and among Borrower and Lenders, and consented and agreed to by Becker and recorded in the Recorder's Office on June 14, 2006 as Document No. 0616502119 (the "Third Modification"), pursuant to which the Borrower and Lenders agreed to, among other things, extend the Maturity Date of the Notes from April 30, 2006 to August 5, 2006.

G. The current outstanding principal balance of the Loan is \$44,169,234.85.

H. Borrower has requested that Lenders extend the maturity date of the Notes from August 5, 2006 to June 5, 2007.

I. Lenders are willing to extend the maturity date of the Notes under the terms and conditions of this Agreement.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lenders to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Maturity Date.** The Maturity Date of the Notes is hereby extended to June 5, 2007. Any reference in the Notes, Mortgage, Guaranty, Loan Agreement or other Loan Documents to the Maturity Date shall mean June 5, 2007.

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lenders as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Notes, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding

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obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower from the date of the most recent financial statement received by Agent.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

#### 4. Modification Conditions.

(a) The modifications provided for in this Agreement shall be effective only upon the condition that (i) the Notes are and always have been maintained in good standing, free from any default, (ii) there is no uncured Event of Default under the Loan Agreement, Mortgage or other Loan Documents as of the date hereof; and (iii) concurrently upon the delivery of this Agreement to Agent, Borrower pays the Loan Fee described in Section 6 below.

(b) Borrower shall comply with the following conditions subsequent on or before September 18, 2006:

(i) Delivery to Agent on behalf of Lenders of a date-down endorsement ("Date Down Endorsement") to Chicago Title Insurance Company policy no. 1401 007954171 (the "Policy"), previously delivered to Lender pursuant to the Loan Agreement (A) reflecting the recordation of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender and (B) bringing the effective date forward to the date of recordation of this Agreement; and

(ii) Delivery to Agent on behalf of Lenders of (A) resolutions of the Borrower and Borrower's member, Becker-HRHC LLC, a Michigan limited liability company ("Member") and Becker each in a form acceptable to Agent; and (B) original certificates of existence issued by the Illinois Secretary of State and the Michigan Secretary of State, as applicable, for each of the Borrower, the Member and Becker, each dated no earlier than thirty (30) days from the date of this Agreement.

In the event Borrower fails to comply with any of the foregoing conditions subsequent on or before September 18, 2006, it shall constitute an Event of Default under the Notes, the Mortgage and the other Loan Documents.

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5. **Modification and Reaffirmation of Carry Guaranty and Indemnity Agreement.** The first sentence of Paragraph 1 of the Carry Guaranty is hereby deleted in its entirety and amended and restated as follows:

“1. **Guaranty of Carry:** Carry Guarantor hereby unconditionally and irrevocably guaranties to Lenders, the punctual payment and performance when due, of the regularly scheduled payments of principal and interest due under the Notes during the period from August 5, 2006 through June 5, 2007 (the ‘Guaranty Carry Period’), plus any interest at the default interest rate under any such Notes or any other amounts that may become owing by Borrower under such Notes during the Carry Period with the exception of the payment of the outstanding principal balance due under the Notes at maturity by acceleration or otherwise (such indebtedness, and other amounts are hereinafter referred to as ‘Payment Obligations’).”

6. **Loan Fee and Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay to Agent a loan fee (the “Loan Fee”) in the amount of \$150,000.00, together with all out-of-pocket costs and expenses incurred by Lenders in connection with this Agreement, including, without limitation, title charges, recording fees and attorneys' fees and expenses.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lenders than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lenders, it being recognized that Borrower and Lenders have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lenders each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lenders, the same shall not be deemed to constitute any Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

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(d) Borrower and Lenders each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lenders; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

8. **Exculpation.** This Agreement is executed by U.S. Bank National Association as successor to Firststar Bank, N.A., not personally but as Trustee under Trust No. 7504 as aforesaid, in the exercise of power and authority conferred on and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this paragraph and of this Agreement, on any

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questions of apparent liability or obligation resting upon said trustee, the provisions of this paragraph shall be controlling.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

Property of Cook County Clerk's Office

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

**AGENT:**

**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as Agent and Co-Lender

By: *Dave A. Sullha*  
Its: Vice President

**MIDWEST:**

**MIDWEST BANK AND TRUST COMPANY**

By: *Michael P. McE...*  
Its: Vice President

**PARKWAY:**

**PARKWAY BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BORROWER:**

**U.S. BANK NATIONAL ASSOCIATION as successor to FIRSTAR BANK, N.A.**, not personally, but as Trustee as aforesaid

By: *Dave A. Sullha*  
Its: Vice President

**ATTEST:**

By: *Tina Neuberger*  
Its: Vice President

**ST. GEORGE HOTEL, L.L.C.**, an Illinois limited liability company

By: Becker-HRHC LLC, a Michigan liability company, its member

By: Becker Ventures, L.L.C., a Michigan limited liability company, its manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BECKER:**

**BECKER VENTURES, L.L.C.**, a Michigan limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_



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

**AGENT:**

**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as Agent and Co-Lender

By: \_\_\_\_\_  
Its: \_\_\_\_\_

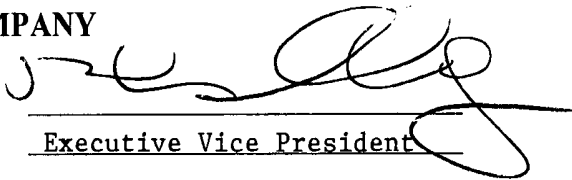
**MIDWEST:**

**MIDWEST BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PARKWAY:**

**PARKWAY BANK AND TRUST COMPANY**

By:   
Its: Executive Vice President

**BORROWER:**

**U.S. BANK NATIONAL ASSOCIATION as successor to FIRSTAR BANK, N.A.**, not personally, but as Trustee as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ST. GEORGE HOTEL, L.L.C.**, an Illinois limited liability company

By: Becker-HRHC LLC, a Michigan liability company, its member

By: Becker Ventures, L.L.C., a Michigan limited liability company, its manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BECKER:**

**BECKER VENTURES, L.L.C.**, a Michigan limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# UNOFFICIAL COPY

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

**AGENT:**

**U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as Agent and Co-Lender

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MIDWEST:**

**MIDWEST BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PARKWAY:**

**PARKWAY BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BORROWER:**

**U.S. BANK NATIONAL ASSOCIATION as successor to FIRSTAR BANK, N.A.**, not personally, but as Trustee as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ST. GEORGE HOTEL, L.L.C.**, an Illinois limited liability company

By: Becker-HRHC LLC, a Michigan liability company, its member

By: Becker Ventures, L.L.C., a Michigan limited liability company, its manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: Charles Becker  
Title: Chairman

**BECKER:**

**BECKER VENTURES, L.L.C.**, a Michigan limited liability company

By: \_\_\_\_\_  
Its: Chairman

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WISCONSIN )  
STATE OF ~~ILLINOIS~~ )  
 ) .ss  
COUNTY OF Milwaukee )

I Sandra S. Williams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dale L. Welke, Vice President of **U.S. Bank National Association**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September, 2006.

Sandra S. Williams  
Notary Public

My Commission Expires: August 20, 2006

WISCONSIN )  
STATE OF ~~ILLINOIS~~ )  
 ) .ss  
COUNTY OF MILWAUKEE )

I, Sandra S. Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dale L. Welke, the Vice President of **U.S. Bank National Association as successor to Firststar Bank, N.A.** as **Trustee**, and Paul J. Niedermayer, the Vice President thereof, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of September, 2006.

Sandra S. Williams  
Notary Public

My Commission Expires: August 20, 2006

# UNOFFICIAL COPY

Michigan  
STATE OF ILLINOIS )  
COUNTY OF Oakland )ss

I Dawn Djordjevic, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Becker, **Manager of Becker Ventures, L.L.C., a Michigan limited liability company, the manager of Becker-HRHC LLC, a Michigan limited liability company, a duly authorized member of St. George Hotel, L.L.C., an Illinois limited liability company** is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the act of the company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of Sept, 2006.

**DAWN DJORDJEVIC**  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES Feb 21, 2007  
Dawn  
Notary Public

My Commission Expires: acting in Oakland

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of **Midwest Bank and Trust Company**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

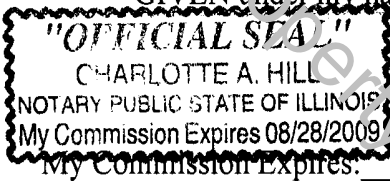


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STATE OF ILLINOIS )  
 )ss.  
COUNTY OF Cook )

I Charlotte A. Hill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark A. Hejranian, Creative N.P. of **Parkway Bank and Trust Company**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September 2006.



Charlotte A. Hill  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ of **Becker Ventures L.L.C.**, a Michigan limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the act of the company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of **Parkway Bank and Trust Company**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Michigan )  
 )ss.  
COUNTY OF Oakland )

I Dawn Djordjevic, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Becker, Chairman of **Becker Ventures L.L.C.**, a Michigan limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the act of the company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 07 day of Sept, 2006.

Dawn Djordjevic  
Notary Public

My Commission Expires Feb 21, 2007  
DAWN DJORDJEVIC  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES Feb 21, 2007  
*Acting in Oakland*

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## EXHIBIT A

### THE PROPERTY

LOTS 10, 11, 12, 13, 14, AND 15 IN BLOCK 7 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS:** 222 and 230 North Michigan Avenue  
Chicago, Illinois

**PIN:** 17-10-303-024-0000

Property of Cook County Clerk's Office