

UNOFFICIAL COPY



0713739099

Upon recordation, return to:
P. Neal Cook, Esq.
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202-1935

Doc#: 0713739099 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2007 02:35 PM Pg: 1 of 18

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

1098901/nnw

REAFFIRMATION
AND
CONSENT TO TRANSFER

Date: As of May 11, 2007

184C

UNOFFICIAL COPY

REAFFIRMATION AND CONSENT TO TRANSFER

THIS REAFFIRMATION AND CONSENT TO TRANSFER (this "*Agreement*") is made and entered into as of the 11 day of May, 2007, by and among LINCOLN PARK CENTRE, LLC, a Delaware limited liability company, having an address at 33 East Dundee Road, Suite 44, Barrington, Illinois 60010 ("*LPC*"), NORTH/HALSTED II, LLC, a Delaware limited liability company, having an address at c/o Structured Development, LLC, 211 North Clinton Street, Third Floor, Chicago, Illinois 60661 ("*N/H II*"); J. MICHAEL DREW and DANIEL A. LUKAS, each having an address of c/o Structured Development, LLC, 211 North Clinton Street, Third Floor, Chicago, Illinois 60661 (collectively, "*Original Indemnitor*"), GRACE H. SCHURECHT, having an address at 33 East Dundee Road, Suite 44, Barrington, Illinois 60010 (together with Original Indemnitor, "*Indemnitor*"); MID-AMERICA ASSET MANAGEMENT, INC., an Illinois corporation, having an address of One Parkview Plaza, Ninth Floor, Oakbrook, Illinois 60181 ("*Manager*"), and LASALLE BANK NATIONAL ASSOCIATION, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1, whose mailing address is c/o Wachovia Securities, Commercial Real Estate Services, 8739 Research Drive-URP4, Charlotte, North Carolina 28288-1075 (28262-1075 for overnight deliveries) ("*Lender*").

Recitals

A. Greenwich Capital Financial Products, Inc., a Delaware corporation ("*Original Lender*"), pursuant to the Loan Documents (as hereinafter defined), previously made a loan to North/Halsted, LLC, an Illinois limited liability company ("*Original Borrower*"), in the original principal amount of \$22,250,000.00 (the "*Loan*"). The Loan is evidenced and secured by the following documents executed in favor of Original Lender by Original Borrower:

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

UNOFFICIAL COPY

- (6) Exceptions to Non-Recourse Guaranty of even date with the Note, by Original Indemnitor in favor of Original Lender (the "*Indemnity Agreement*"); and
- (7) Environmental Indemnity Agreement of even date with the Note, by Original Borrower and Original Indemnitor in favor of Original Lender (the "*Environmental Indemnity Agreement*").

The foregoing documents, together with any and all other documents executed by Original Borrower and Original Indemnitor in connection with the Loan, are collectively referred to herein as the "*Loan Documents*."

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

C. Effective as of December 22, 2005, Original Borrower assigned, sold and transferred all of that certain real property more particularly described on Exhibit A attached hereto, together with all other property encumbered by the Mortgage and the other Loan Documents (collectively, the "*Property*") to LPC and N/H II, as tenants-in-common, pursuant to a Sales Agreement (together with all amendments and assignments), a Special Warranty Deed, a Co-Tenancy Agreement, a Bill of Sale, Assignment and Assumption Agreement, an Assignment of Leases and various other documents executed in connection therewith (collectively, the "*Transfer Documents*"). Concurrently, with said transfer, LPC and N/H II assumed, as tenants-in-common with joint and several liability, all of the obligations of Original Borrower, and Indemnitor assumed all of the obligations of Original Indemnitor, under the Loan Documents (the "*Assumption*"), pursuant to a Loan Assumption and Substitution Agreement dated as of December 22, 2005, of record as Document No. 0536210019 in the Recorder's Office (the "*Assumption Agreement*"), a Depository Account Agreement of even date with the Assumption Agreement, by and among Original Borrower, Original Lender and National City Bank of the Midwest, as deposit bank (the "*Depository Account Agreement*"), and various other documents executed in connection therewith (collectively with the Assumption Agreement, the "*Assumption Documents*"). As used herein, the term "Loan Documents" shall include the Assumption Documents.

D. In connection with the execution and delivery of the Assumption Documents, Manager entered into a management agreement with LPC and N/H II dated as of December 16, 2005 (as amended and restated pursuant to that certain Second Amended and Restated Management and Leasing Agreement dated _____, 2007, the "*Management Agreement*"), pursuant to which Manager agreed to provide management services with respect to the Property, and a Consent and Subordination of Property Management Agreement of even date with the Assumption Agreement, by and among LPC, N/H II and Manager (the "*Consent*").

E. LPC and N/H II continue to be the owners of the Property as tenants-in-common.

F. LPC now wishes to acquire N/H II's 25% undivided tenant-in-common interest in the Property (the "*N/H II Interest*") pursuant to a transfer from N/H II to LPC (the "*Transfer*"). Effective upon the Transfer, (i) LPC shall succeed to and possess the N/H II Interest and shall

UNOFFICIAL COPY

own the entire interest in the Property, and (ii) N/H II shall obtain a 25% membership interest in LPC (the "**Reorganization**").

G. Article 11 of the Loan Agreement, Section 15 of the Assumption Agreement and the Limited Liability Company Agreements for N/H II and LPC require the consent of Lender to the Transfer and/or the Reorganization, including the amendment the Limited Liability Company Agreements of N/H II and LPC to reflect the Transfer. LPC, N/H II and Indemnitor have requested that Lender consent to the Transfer and the Reorganization, subject to the Mortgage and the other Loan Documents.

H. Lender is willing to consent to the Transfer and the Reorganization, on and subject to the terms and conditions set forth in this Agreement, the Loan Agreement and the other Loan Documents.

Statement of Agreement

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

A. Consent to Transfer. Lender hereby consents to the Transfer. LPC will obtain N/H II's 25% undivided tenant-in-common interest in the Property, pursuant to the Transfer Documents, and LPC will own the entire interest in the Property effective upon closing of the Transfer. Lender further consents to the amendment of LPC's and N/H II's Limited Liability Company Agreements to permit and reflect the Transfer. Lender acknowledges and agrees that the Transfer is acceptable to Lender and satisfies the requirements of Article 11 of the Loan Agreement and Section 15 of the Assumption Agreement. Subject to the terms and conditions set forth in this Agreement, Lender agrees that, as of the effective date of this Agreement, the Escrowed Funds (as defined in the Assumption Agreement), less any Lender processing fee, out-of-pocket expenses (including attorneys' fees and expenses), recording and title fees and all other fees and expenses associated with the Transfer and the Reorganization, shall be returned by Lender to LPC and N/H II. LPC and N/H II hereby authorize and direct Lender to disburse the Escrowed Funds as set forth on a Closing Statement signed by LPC and N/H II.

B. Release of Personal Guaranty. Lender hereby releases the Personal Guaranty (as defined in the Assumption Agreement) and all obligations and liabilities of Indemnitor thereunder, effective immediately upon closing of the Transfer. Indemnitor hereby acknowledges and agrees that the foregoing release shall not be construed to release indemnitor from any liability under the Indemnity Agreement, the Environmental Indemnity Agreement or any of the other Loan Documents to which Indemnitor is a party.

C. Consent to Reorganization. Lender hereby consents to the Reorganization. Following the Reorganization, N/H II shall be a member of LPC. Lender further consents to the amendment of LPC's Limited Liability Company Agreement to permit and reflect the Reorganization. Lender's consent to the Transfer and the Reorganization shall, however, not constitute its consent to any subsequent transfers of the Property or any interest therein.

UNOFFICIAL COPY

D. Certain Representations, Warranties, and Covenants.

1. N/H II hereby represents and warrants to Lender that it is the owner of the N/H II Interest, that the N/H II Interest is unencumbered (other than by the Loan Documents), and that upon the delivery of the Special Warranty Deed, LPC shall succeed to the N/H II Interest without further act or deed. N/H II reaffirms the truth and accuracy of all representations and warranties in the Loan Documents as if made on the date hereof.

2. N/H II hereby covenants and agrees that, from and after the date hereof, Lender may deal solely with LPC in all matters relating to the Loan, the Loan Documents and the Property and that Lender has no further duty or obligation to N/H II of any nature relating to this Loan or the Loan Documents.

E. Consent and Reaffirmation of LPC and Indemnitior.

1. Indemnitior hereby represents and warrants to Lender that Indemnitior consents to the Transfer under the terms hereof. LPC and Indemnitior agree that the Transfer shall not, and shall not be deemed to, impair, limit, abrogate or reduce in any manner to any extent the respective liabilities or obligations of LPC and Indemnitior under the Loan Documents.

2. LPC hereby renews, reaffirms, ratifies and confirms the Note, the Mortgage, the Environmental Indemnity Agreement and the other Loan Documents and acknowledges and agrees that the Loan Documents remain in full force and effect without impairment and without modification, and that no rights or remedies of Lender under the Loan Documents have been waived. LPC reaffirms the truth and accuracy of all representations and warranties in the Loan Documents as if made on the date hereof.

3. LPC hereby covenants and agrees that it hereby: (i) assumes all the respective past, present and future obligations of N/H II contained in the Loan Documents in accordance with the terms of this Agreement; (ii) shall pay when and as due all sums due under the Note and the other Loan Documents (as modified by this Agreement); and (iii) shall perform all the respective obligations imposed upon the "Borrower" under the Note, the Mortgage, the Loan Agreement, the Environmental Indemnity Agreement and all other Loan Documents, all as modified by this Agreement.

4. Indemnitior hereby renews, reaffirms, ratifies and confirms the Indemnity Agreement, the Environmental Indemnity Agreement and the Assumption Documents to which Indemnitior is a party and acknowledges and agrees that the Indemnity Agreement, the Environmental Indemnity Agreement and the Assumption Documents to which Indemnitior is a party remain in full force and effect without impairment and without modification, and that no rights or remedies of Lender under the Indemnity Agreement, the Environmental Indemnity Agreement or the Assumption Documents to which Indemnitior is a party have been waived, provided, however, Lender acknowledges and agrees that nothing herein shall increase or expand the obligations or liabilities of Indemnitior beyond those which currently exist under the Indemnity Agreement, the

UNOFFICIAL COPY

Environmental Indemnity Agreement or the Assumption Documents to which Indemnitor is a party. Indemnitor reaffirms the truth and accuracy of all representations and warranties made by Indemnitor in the Indemnity Agreement, the Environmental Indemnity Agreement and the Assumption Documents to which Indemnitor is a party as if made on the date hereof.

F. Release of N/H II. Lender hereby acknowledges and agrees that immediately upon consummation of the Transfer, N/H II shall be released from any liability to the Lender Parties (as defined below) under any and all of the Loan Documents arising or first accruing subsequent to the Transfer. N/H II hereby acknowledges and agrees that the foregoing release shall not be construed to release N/H II from any liability under the Note or any of the other Loan Documents for any acts or events occurring or obligations should the Transfer not occur for any reason.

G. Representations, Warranties and Covenants of Manager; Reaffirmation by Manager.

(1) Manager hereby represents, warrants and covenants to Lender, as of the date hereof, that: (i) Manager is a duly organized and validly existing corporation under the laws of the State of Illinois and has full power and authority to enter into and carry out the terms of the Management Agreement and the Consent; and (ii) this Agreement, the Management Agreement and the Consent constitute legal, valid and binding obligations of Manager, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity.

(2) Manager hereby renews, reaffirms, ratifies and confirms the Management Agreement and the Consent and acknowledges and agrees that the Management Agreement and the Consent remain in full force and effect without impairment and without modification, and that no rights or remedies of Lender under the Consent have been waived. Manager reaffirms the truth and accuracy of all representations and warranties made by Manager in the Management Agreement and the Consent as if made on the date hereof. Manager agrees to continue to perform and discharge each and every obligation of performance under, pursuant to and as set forth in the Management Agreement and the Consent, at the time, in the manner and otherwise in all respects as therein provided.

H. Release and Covenant not to Sue. N/H II, on behalf of itself and its heirs, successors and assigns, hereby releases and forever discharges Lender, Original Lender, each of their predecessors in interest and their successors and assigns, together with any officers, directors, partners, employees, investors, certificate holders and agents (including, without limitation, servicers of the loan) of each of the foregoing (collectively the "*Lender Parties*"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities demands or causes of action of any nature, at law or in equity, known or unknown, which N/H II now has by reason of any cause, matter, or thing through and including the date hereof,

UNOFFICIAL COPY

including, without limitation, matters arising out of or relating to: (a) the Loan, including, without limitation, its funding, administration and servicing; (b) the Loan Documents; (c) the Property; (d) any reserve and/or escrow balances held by Lender or any servicers of the Loan; (e) the Transfer and the Reorganization; and (f) any other disclosed agreement or transaction among LPC, N/H II, Indemnitor and the Lender Parties. N/H II, on behalf of itself and its heirs, successors and assigns, covenants and agrees never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

I. No Modifications of the Loan Documents. The parties acknowledge and agree that except as expressly made herein, the Transfer will not result in any modifications to the Loan Documents.

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

1. Fees and Expenses. LPC shall pay, or cause to be paid, all fees and expenses incident to the preparation and execution of this Agreement and the consummation of the transaction contemplated hereby, including reasonable legal fees and expenses of Lender's counsel.

2. Documents. LPC and N/H II shall deliver to Lender the Transfer Documents and documents evidencing the Reorganization, which documents shall be in such form as is required by the Loan Documents and otherwise acceptable to Lender in its complete discretion.

3. Title Endorsement. LPC shall cause the title company (the "**Title Company**") that issued the mortgagee's title policy (the "**Policy**") to Lender in connection with the Assumption to issue a "date down" endorsement (the "**Endorsement**") to the Policy, which endorsement shall: (i) reflect the current ownership of the Property; (ii) reflect the Lender as beneficiary under the Mortgage; (iii) be effective as of the date of recording of this Agreement; (iv) continue to insure the Mortgage as a first lien on the Premises; (v) show no new title exceptions unacceptable to Lender and (vi) otherwise be in form and content acceptable to Lender, in its sole discretion.

4. Loan Documents. LPC and N/H II shall execute (as applicable) and deliver to Lender: (i) an Allonge to the Note, (ii) a Post Closing Agreement, and (iii) UCC-3 financing statements showing LPC as the sole debtor. LPC, N/H II and Indemnitor shall execute such other agreements, instruments and documents as may be requested by Lender to maintain the perfection of Lender's security interest in the Property and to consummate the transactions contemplated by or in the Loan Documents and this Agreement.

5. Recordation. Upon execution hereof by Lender, LPC, N/H II and Indemnitor, LPC shall cause this Agreement to be recorded in the Recorder's Office and

UNOFFICIAL COPY

shall cause a certified file stamped copy of the recorded original hereof to be delivered to Lender within thirty (30) days from the date hereof.

6. **Insurance.** LPC shall deliver to Lender a copy of revised insurance certificates showing LPC as the sole owner of the Property and otherwise satisfactory to Lender in its sole discretion.

7. **Opinion of Counsel.** LPC shall cause its counsel to deliver to Lender a counsel's opinion in substantially the same form as the opinion rendered to Lender on behalf of LPC, N/H II and Indemnitor in connection with the Assumption. Counsel for Lender shall be in a position to issue a REMIC tax opinion satisfactory to Lender in its sole discretion.

8. **Organizational Documents.** LPC shall provide evidence satisfactory to Lender that LPC remains, as of the date of this Agreement, a single purpose entity in compliance with the requirements contained in the Loan Documents. LPC and N/H II shall deliver such organizational documents and resolutions as Lender shall reasonably request, and said documents shall be acceptable to Lender in its reasonable discretion.

9. **Other Conditions.** Satisfaction of all requirements under the Loan Documents, the closing checklist for this transaction, and such other conditions as Lender or its counsel, in their reasonable discretion, shall impose.

K. Default. Any breach by LPC, N/H II or Indemnitor of any of the representations and warranties contained herein shall constitute a default under the Mortgage and each of the other Loan Documents.

L. No Further Consents. LPC acknowledges and agrees that Lender's consent herein contained is expressly limited to the Transfer and the Reorganization, as herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property or any interest therein, and that Article 11 of the Loan Agreement shall continue in full force and effect.

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

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

O. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under the Note, the Mortgage, the Loan Agreement or any of the other Loan Documents or applicable law.

UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

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


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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

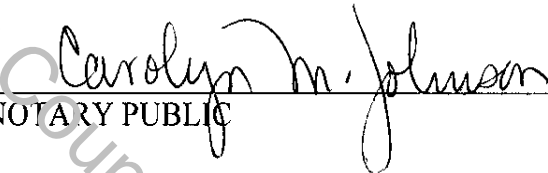
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

LPC: **LINCOLN PARK CENTRE, LLC**, a Delaware limited liability company

By: 
Name: Dayanne Schurecht
Title: Manager

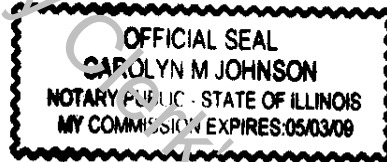
STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by Dayanne Schurecht, as Operating Manager of Lincoln Park Centre, LLC, a Delaware limited liability company.


NOTARY PUBLIC

My Commission Expires: 5/3/09

[AFFIX NOTARY SEAL]



UNOFFICIAL COPY

N/H II: NORTH/HALSTED II, LLC, a Delaware limited liability company

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

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 4 day of May, 2007, by Daniel A. Lukas, as Operating Manager of North/Halsted II, LLC, a Delaware limited liability company.

Jaclyn E. Warren
NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]



UNOFFICIAL COPY

INDEMNITOR:

J. MICHAEL DREW
J. MICHAEL DREW

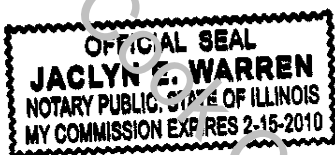
STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 4 day of May, 2007, by J. Michael Drew, in his individual capacity.

Jaclyn Warren
NOTARY PUBLIC

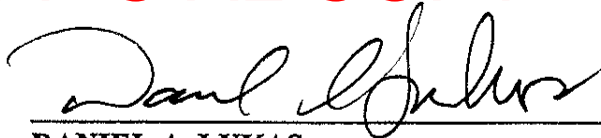
My Commission Expires: _____

[AFFIX NOTARY SEAL]



County Clerk's Office

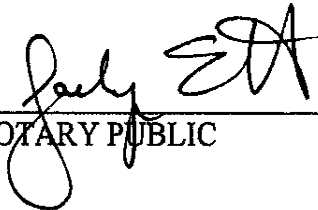
UNOFFICIAL COPY



DANIEL A. LUKAS

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 4 day of May, 2007, by Daniel A. Lukas, in his individual capacity.



NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]



UNOFFICIAL COPY

Grace H Schurecht
GRACE H. SCHURECHT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by Grace H. Schurecht, in her individual capacity.

Carolyn M. Johnson
NOTARY PUBLIC

My Commission Expires: 5/3/09

[AFFIX NOTARY SEAL]

**OFFICIAL SEAL
CAROLYN M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/03/09**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LENDER:

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

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

By: *James H. Early III*
Name: JAMES H. EARLY III
Title: ASSOCIATE

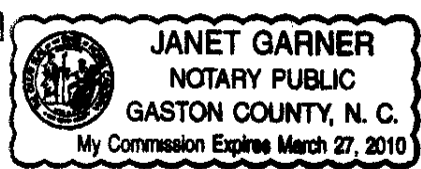
STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 8 day of May, 2007, by JAMES H. EARLY III, as ASSOCIATE of Wachovia Bank, National Association, as Master Servicer on behalf of LaSalle Bank National Association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2004-GG1, Commercial Mortgage Pass-Through Certificates, Series 2004-GG1.

Janet Garner
NOTARY PUBLIC

My Commission Expires: 3-27-2010

[AFFIX NOTARY SEAL]

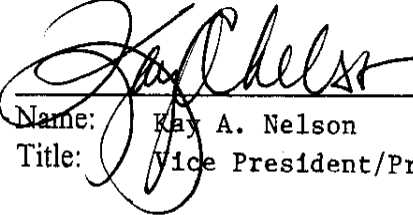


UNOFFICIAL COPY

The undersigned executes this Agreement solely with respect to the provisions of paragraph G contained herein and makes no representations or warranties as to the remaining terms and conditions of this Agreement.


MANAGER:

MID-AMERICA ASSET MANAGEMENT, INC., an Illinois corporation

By: 
Name: Kay A. Nelson
Title: Vice President/Principal

STATE OF Illinois)
) SS.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 30 day of April, 2007, by Kay A. Nelson, as Vice President/Principal of Mid-America Asset Management, Inc., an Illinois corporation.


NOTARY PUBLIC

My Commission Expires: 06-03-07

[AFFIX NOTARY SEAL]



UNOFFICIAL COPY

EXHIBIT A

Legal Description

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

Permanent Index Numbers: 17-04-100-001; 002; 003; 004; 005; 013; 014; 015; 016; 017; 018; 021; 022; 023; 024; 027; 028; 032; 033; 034; 035; 036; 037.

Common Address: 775 West North Avenue, Chicago, Illinois.