



This instrument prepared by and after recording, return to:

Doc#: 0809942138 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/08/2008 01:31 PM Pg: 1 of 15

Katten Muchin Rosenman, LLP
525 West Monroe Street, 19th Floor
Chicago, Illinois 60661

Attn: Helmut E. Gerlach

Loan Number 101249

CONSENT AND LOAN MODIFICATION AGREEMENT

THIS CONSENT AND LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of April 3, 2008, by and among MDA CITY APARTMENTS, LLC, a Delaware limited liability company, whose address is c/o Village Green Companies, 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334 ("Borrower"), JONATHAN HOLTZMAN ("Holtzman"), whose address is c/o Village Green Companies, 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334, and GERALD NUDO, whose address is 55 E. Jackson Boulevard, Suite 500, Chicago, Illinois 60604 ("Nudo"; each of Holtzman and Nudo are sometimes hereinafter referred individually as a "Guarantor" and collectively as "Guarantors"), Holtzman Interest No. 17, LLC, a Michigan limited liability company, whose address is c/o Village Green Companies, 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334 ("Pledgor") and MONY LIFE INSURANCE COMPANY, a New York corporation, whose address is 1290 Avenue of the Americas, New York, New York 10104 (together with its successors and assigns, "Lender").

RECITALS

A. Borrower has previously executed and delivered to Lender that certain Promissory Note dated September 13, 2006 in the original principal sum of \$38,000,000.00 ("Note") evidencing a loan made by Lender to Borrower ("Loan");

B. As a condition to making the Loan, Borrower executed and delivered to Lender, inter alia, that certain Mortgage, Security Agreement and Fixture Filing dated September 13, 2006 and recorded September 15, 2006 as Document No. 0625842201 with the Cook County (Illinois) Recorder of Deeds ("Mortgage") which secures the Loan and encumbers, the property legally described on Exhibit A ("Property") attached hereto, and that certain Assignment of Rents and Leases dated September 13, 2006 and recorded September 15, 2006 with the Cook County (Illinois) Recorder of Deeds ("Assignment"). In addition, Borrower and Holtzman executed and delivered to Lender that certain (i) Environmental Indemnity Agreement dated September 13, 2006 ("Indemnity Agreement"), (ii) General Indemnity Agreement and Guaranty dated September 13, 2006 ("Indemnity Guaranty"), and (iii) Guaranty of Note and Mortgage dated September 13, 2006 ("Note Guaranty"). Further, Guarantors executed that

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certain Guaranty of Note and Mortgage dated September 13, 2006 (“**Payment Guaranty**”). Last, Pledgor executed and delivered to Lender that certain Pledge and Security Agreement (“**Pledge Agreement**”) (the Note, the Mortgage, the Assignment, the Indemnity Agreement, the Indemnity Guaranty, the Note Guaranty, the Payment Guaranty, the Pledge Agreement and all other documents executed by Borrower, Pledgor, Holtzman and Nudo, as the case may be, in connection with the Loan, and any other loan documents as each may be amended and/or restated from time to time, are hereinafter collectively referred to as the “**Loan Documents**”);

C. MDA Mezzanine Borrower, LLC, a Delaware limited liability company (“**Mezzanine Borrower**”), the one hundred percent (100%) owner of Borrower, has requested that Transwestern Mezzanine Realty Partners III, L.L.C., a Delaware limited liability company (“**Mezzanine Lender**”), make available to it a mezzanine loan in the aggregate principal amount not to exceed \$5,000,000.00 (“**Mezzanine Loan**”) pursuant to that certain Mezzanine Loan Agreement dated of even date herewith between Mezzanine Borrower and Mezzanine Lender (“**Mezzanine Loan Agreement**”);

D. Mezzanine Lender requires that Pledgor execute and deliver to Mezzanine Lender that certain Junior Pledge and Security Agreement (“**Junior Pledge Agreement**”);

E. Section 2.16(i) of the Mortgage states certain requirements Borrower needs to satisfy before Mezzanine Borrower can obtain a mezzanine loan (“**Conditions to Obtain Mezzanine Financing**”);

F. The Mezzanine Loan does not satisfy all of the Conditions to Obtain Mezzanine Financing;

G. Borrower has requested that Lender waive the Conditions to Obtain Mezzanine Financing and consent to (i) Mezzanine Borrower obtaining the Mezzanine Loan and (ii) Pledgor executing and delivering the Junior Pledge Agreement; and

H. Lender is willing, for the Mezzanine Loan only and not for any other mezzanine financing as described in the Mortgage, to consent to (i) Mezzanine Borrower obtaining the Mezzanine Loan and (ii) Pledgor executing and delivering the Junior Pledge Agreement upon the terms and conditions contained herein including the execution and delivery of this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Borrower, Guarantors, Pledgor and Lender hereby agree as follows:

1. Incorporation of Recitals. The recitals for this Agreement are fully incorporated herein by the reference thereto with the same force and effect as though recited herein. Capitalized terms used, but not defined in this Agreement, shall have the meaning set forth in the Loan Documents.

2. Outstanding Principal Balance. The current outstanding principal amount of the Note as of the date of this Agreement is \$38,000,000.00.

3. Deliveries. Notwithstanding anything to the contrary contained in the Loan Documents, the following shall be conditions precedent to Lender’s obligations hereunder:

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- (i) Delivery to Lender, at Borrower's expense, of an endorsement, in form and content acceptable to Lender, to Lender's loan title policy number 1401 008352439 D1 issued by Chicago Title Insurance Company in connection with the Loan ("**Loan Policy**"), which endorsement shall date down such policy to insure Lender's lien priority has not been affected or impaired in any way (and that there shall be no exception for any lien, encumbrance or other matter other than those set forth in the original title policy on the date originally issued or otherwise approved by Lender);
- (ii) Payment to Lender by Borrower of all out of pocket costs and expenses, including Lender's legal fees, incurred by Lender in connection with this Agreement and the matters referred to herein, including, but not limited to, fees and expenses of any outside counsel to Lender, a Loan modification fee in the amount \$50,000.00, and all recording and title company charges related to recording this Agreement;
- (iii) Delivery to Lender of an irrevocable letter of credit with automatic annual renewals issued by JPMorgan Chase Bank, N.A. in favor of Lender, in the face amount of \$1,000,000 ("**Letter of Credit**");
- (iv) Delivery to Lender of a certified copy of the settlement agreement ("**Settlement**") between Borrower and Walsh Construction Company ("**WCC**") or documentation otherwise satisfactory to Lender, in its sole discretion;
- (v) Evidence satisfactory to Lender that none of the proceeds of the Mezzanine Loan are used for purposes other than the (1) reimbursement of member contributions for the payment of the Settlement (including related fees and costs), (2) the payment of mechanic's liens on record, (3) the payment of closing costs incurred in connection with the Mezzanine Loan and (4) the payment of closing costs incurred in connection with the closing of the transaction contemplated under this Agreement;
- (vi) Delivery to Lender of the organizational documents, certificates of managers, and resolutions of Borrower, Mezzanine Borrower and Pledgor to (1) enter into the Agreement with Lender, and (2) to execute and deliver all documents requested or required in connection herewith;
- (vii) Execution of an intercreditor agreement between Lender and Mezzanine Lender, in form acceptable to Lender in its sole discretion;
- (viii) Borrower shall have furnished such other documents and instruments as Lender may reasonably request, including, but not limited to all documents entered into by Mezzanine Borrower, Mezzanine Lender and Pledgor with respect to the Mezzanine Loan; and
- (ix) No default or Event of Default that will not be cured prior to or concurrently with the execution and delivery of this Agreement shall exist

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under any other Loan Document.

4. Covenants.

- (i) Borrower shall maintain the Letter of Credit in full force and effect during the term of the Mezzanine Loan. Lender shall have the right to draw on the Letter of Credit if an Event of Default exists under the Loan or if the Letter of Credit is due to expire within thirty (30) days and has not been replaced with a substantially similar letter of credit issued by a financial institution satisfactory to Lender in its sole discretion. If (1) an Event of Default exists, (2) Mezzanine Lender or any holder of the Note (as defined in the Mezzanine Loan Agreement) made by Mezzanine Borrower to Mezzanine Lender exercises its remedies under the Pledge Agreement (as that term is defined in the Mezzanine Loan Agreement) foreclosing on Mezzanine Borrower's rights, title and interest in and to the Borrower ("Foreclosure"), or (3) Mezzanine Borrower transfers its rights, title and interests in and to the Borrower to Mezzanine Lender or any holder of the Note in lieu of Mezzanine Lender exercising the Foreclosure, Lender may apply amounts drawn on the Letter of Credit to Borrower's Indebtedness and other obligations of Borrower under the Loan Documents in such order and priority as Lender may determine in its sole discretion. The Letter of Credit shall be released by Lender upon the earlier to occur of payment in full of (i) the Mezzanine Loan or (ii) the Loan;
- (ii) Within a commercially reasonable time, Borrower shall effectuate and provide Lender with evidence of (1) the release of all mechanics' liens on record, (2) the satisfaction of all judgments against Borrower or the Property, and (3) the dismissal, with prejudice, of lawsuits and pending proceedings against Borrower and the Property (all the foregoing collectively referred to as "**Liens to be Released**"); and
- (iii) For so long as the Mezzanine Loan is outstanding, any requirement under the Mortgage or other Loan Documents in the nature of a loan to value test or debt service coverage test shall use the combined principal balances and debt service payments for the Loan and the Mezzanine Loan in computing same. For the avoidance of doubt, the debt service payments for the Mezzanine Loan shall be based on the Base Rate (as that term is defined in the Mezzanine Loan Agreement) but shall also include monthly payments of principal and interest required to be paid under the Mezzanine Loan.

5. Global Amendments to Loan Documents. All references in the Loan Documents to the term "**Loan Documents**" shall now also include this Agreement and all loan documents as modified by this Agreement.

6. Amendment to Mortgage. The Mortgage shall be amended as follows:

- (i) The following shall be inserted as a new Section 2.25

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“2.25 Replacement Reserve Escrow. Commencing January 1, 2012, Mortgagor shall deposit with Mortgagee (or such agent of Mortgagee as Mortgagee may designate in writing from time to time) into a replacement reserve escrow account, monthly, on the first day of each month, an amount equal to \$200 per apartment unit on the Premises for the purpose of establishing and maintaining a reserve (“**Replacement Reserve**”) for the completion of capital improvement items and for equipment for use at the Premises which are set forth in an approved budget plan (“**Approved Budget**”) or are otherwise approved in advance by Mortgagee (“**Approved Capital Improvements**”). The funds contained in the Replacement Reserve shall be utilized by Mortgagor solely for Approved Capital Improvements. So long as no Default or Event of Default exists at the time of any requested distribution of funds from the Replacement Reserve, Mortgagee shall make funds in the Replacement Reserve available to Mortgagor subject to satisfaction of each of the following terms and conditions: (a) all Replacement Reserve funds released by Mortgagee to Mortgagor shall be used to pay for or reimburse Mortgagor for the reasonable expenses actually incurred and paid by Mortgagor for Approved Capital Improvements; (b) Mortgagor shall have given Mortgagee a request for release satisfactory to Mortgagee; (c) disbursements from the Replacement Reserve shall not be made more frequently than once per month; (d) each request for a disbursement shall be in an amount of not less than \$10,000.00; and (e) upon request of Mortgagee, Mortgagor shall also provide Mortgagee with additional evidence satisfactory to Mortgagee that Mortgagor is the owner or lessee of any capital improvements or equipment for which reimbursement is sought, free of any liens (other than the first priority security interest in favor of Mortgagee). Mortgagee shall make each disbursement of the Replacement Reserve funds within fifteen (15) days after satisfaction of all the conditions to that disbursement. If an Event of Default exists, Mortgagee may apply the Replacement Reserve funds, together with any interest accrued thereon, to Mortgagor’s Indebtedness and other obligations of Mortgagor under the Loan Documents in such order and priority as Mortgagee may determine.

7. Amendment to Payment Guaranty. Section 1 of the Payment Guaranty shall be deleted in its entirety and replaced with:

“1. Unconditionally and absolutely guarantees, jointly and severally, the due and punctual payment of the principal of the Note, the interest thereon and any other moneys due or which may become due thereon, and the due and punctual performance and observance by the Borrower of all the other terms, covenants and conditions of the Note and Mortgage, whether according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension of time or to any change or changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted; provided, however,

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that Guarantor's liability hereunder shall not exceed Two Million and No/100 Dollars (\$2,000,000). This Guaranty shall terminate at such time that the Lender determines that the Debt Service Coverage Ratio is equal to or greater than 1.25 for any trailing six (6)-month period commencing after the date hereof. The Debt Service Coverage Ratio for purposes of this Guaranty shall be determined in the manner set forth in Rider 4 to the Mortgage. Guarantor acknowledges that MDA Mezzanine Borrower, LLC ("**Mezzanine Borrower**") has obtained a loan in the maximum principal amount of \$5,000,000.00 ("**Mezzanine Loan**") pursuant to that certain Mezzanine Loan Agreement dated as of April 3, 2008 between Mezzanine Borrower and Transwestern Mezzanine Realty Partners III, L.L.C. Notwithstanding anything contained herein or in the Loan Documents to the contrary, for so long as the Mezzanine Loan is outstanding, this Guaranty shall not terminate.

8. Notice. All notices required under this Agreement will be in writing and will be transmitted in the manner and to the addresses or facsimile numbers required by the Loan Documents, or to such other addresses or facsimile numbers as Lender and Borrower may specify from time to time in writing.

9. Note as Evidence of Unpaid Principal. The Note, as modified by this Agreement, evidences the unpaid principal balance of the original Note and does not include any accumulated interest on the Note.

10. Borrower Ratification. Borrower hereby ratifies and reaffirms all of its obligations under the Loan Documents, including the terms and provisions of the Loan Documents as modified by the terms of this Agreement, and all other terms and provisions of the Loan Documents not modified hereunder.

11. Guarantor Ratification. Each Guarantor, as applicable, hereby reaffirms all of the obligations of a Guarantor under the Indemnity Agreement, the Indemnity Guaranty, the Note Guaranty, the Payment Guaranty and the other Loan Documents to which Guarantor is a party, as such documents are modified by the terms of this Agreement.

12. Pledgor Ratification. Pledgor hereby reaffirms all of the obligations of a Pledgor under the Pledge and the other Loan Documents to which Pledgor is a party, as such documents are modified by the terms of this Agreement.

13. Warranties and Representation. Borrower, Pledgor and Guarantor each, with respect to itself only, (1) remake all warranties and representations made in the Loan Documents and (2) represent and warrant to Lender that:

- (i) Such party has the right and power and is duly authorized to enter into and execute and deliver this Agreement and to conclude and consummate all of the transactions described herein and/or contemplated hereby and that all approvals and consents that are required or necessary in connection with the Loan have been obtained and are in full force and effect;

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- (ii) The Loan, as modified herein, does not violate any agreement to which such party is a party;
- (iii) Such party is neither insolvent nor bankrupt and there has been no (i) assignment made for the benefit of the creditors of any such party, (ii) appointment of a receiver for any such party or for any such party's properties, or (iii) bankruptcy, reorganization, or liquidation proceeding instituted by or against any such party;
- (iv) The Mortgage is a valid first lien on the Property for the full unpaid principal amount of the Loan and all other amounts as stated therein;
- (v) The Loan Documents are in full force and effect between Lender and Borrower, between Lender and Guarantor and between Lender and Pledgor;
- (vi) Except for the Liens to be Released, there are no existing defaults under the terms of the Loan Documents and no event has occurred which with the giving of notice or the lapse of time or both would constitute such a default, and there are no outstanding notices of default under the Loan Documents which have not been cured;
- (vii) Except for the Liens to be Released, there are no subordinate liens of any kind covering or relating to the collateral described in the Mortgage, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering such collateral, nor has notice of a lien or notice of intent to file a lien been received;
- (viii) The proceeds from the Mezzanine Loan will be used for no purpose other than as provided in Section 3(v) hereof;
- (ix) Borrower has made all payments required under the Settlement to WCC and has received confirmation from WCC that WCC is in receipt of all payments it is entitled to under the Settlement; and
- (x) No consent, approval or authorization of or declaration, registration or filing with any governmental authority or nongovernmental person or entity, including any creditor, partner, or member of Borrower, Guarantor or Pledgor is required in connection with the execution, delivery and performance of this Agreement by Borrower, Guarantor and Pledgor.

14. Binding Nature of Loan Documents as Modified. Borrower, Guarantor and Pledgor each hereby acknowledge and agree that: (a) the Indemnity Agreement, the Indemnity Guaranty, the Note Guaranty, the Payment Guaranty and all other Loan Documents shall, as amended hereby, continue in full force and effect from and after the date hereof in accordance with their terms; and (b) Borrower, Guarantor and Pledgor, as of the date hereof, have no rights of rescission, set-off, abatement, diminution, defenses, claims or counterclaims to or against the enforcement by Lender of the Indemnity Agreement, the Indemnity Guaranty, the Note

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Guaranty, the Payment Guaranty, or any of the other Loan Documents in accordance with the respective terms thereof.

15. No Rights of Rescission or Similar Matters. Borrower, Guarantor and Pledgor each hereby further acknowledge and agree that: (i) Borrower, Guarantor and Pledgor have no rights of rescission, set-off, abatement, diminution, defenses, claims, or counterclaims with respect to the payment of any sum owed to Lender under, or by virtue of, the Note and Mortgage, respectively, or with respect to any covenant contained in any other Loan Document, as amended by this Agreement; (ii) Lender, as of the date hereof, has fully performed all obligations to Borrower, Guarantor and Pledgor that it may have had or has on and as of the date hereof; and (iii) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation contained in the Loan Documents.

16. Event of Default. Notwithstanding anything contained to the contrary in the Loan Documents, a breach by Borrower, Guarantors or Pledgor of any term, provision, covenant or condition herein set forth or herein required of Borrower, Guarantors or Pledgor shall constitute an Event of Default under the Loan Documents.

17. Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

18. Inconsistent Terms. This Agreement is made in accordance with and is intended to be consistent with the Loan Documents. However, except as otherwise provided in any additional agreements hereafter executed by the parties hereto, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in the Loan Documents, the provisions contained in this Agreement shall govern and control.

19. Amendment of Agreement in Writing. This Agreement may not be altered or amended except by an agreement in writing signed by all of the parties hereto.

20. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

22. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled shall constitute one original. Execution by one party hereto shall be sufficient to bind one party, even in the absence of a signature from any other party.

23. Entire Agreement. This Agreement contains the entire agreement between the parties hereto as to the subject matter hereof and there are no other terms, obligations, covenants, representations, warranties, statements or conditions, oral or otherwise, of any kind.

[Remainder of page left blank – signatures and notarizations on following pages]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

BORROWER:

MDA CITY APARTMENTS, LLC
a Delaware limited liability company

By: MDA Mezzanine Borrower, LLC,
a Delaware limited liability company, its sole member

By: Holtzman Interests No. 17, LLC, a Michigan limited liability company, its manager

By: _____
Name: Jonathan Holtzman
Title: Manager

Property of Cook County Clerk's Office

HOLTZMAN:

JONATHAN HOLTZMAN, individually

NUDO:

GERALD NUDO, individually

PLEDGOR:

HOLTZMAN INTERESTS NO. 17, LLC
a Michigan limited liability company

By: _____
Name: Jonathan Holtzman
Title: Manager

LENDER:

MONY LIFE INSURANCE COMPANY
a New York corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

BORROWER:

MDA CITY APARTMENTS, LLC
a Delaware limited liability company

By: MDA Mezzanine Borrower, LLC,
a Delaware limited liability company, its sole member

By: Holtzman Interests No. 17, LLC, a Michigan limited liability company, its manager

By: _____
Name: Jonathan Holtzman
Title: Manager

HOLTZMAN:

JONATHAN HOLTZMAN, individually

NUDO:



GERALD NUDO, individually

PLEDGOR:

HOLTZMAN INTERESTS NO. 17, LLC
a Michigan limited liability company

By: _____
Name: Jonathan Holtzman
Title: Manager

LENDER:

MONY LIFE INSURANCE COMPANY
a New York corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

BORROWER:

MDA CITY APARTMENTS, LLC
a Delaware limited liability company

By: MDA Mezzanine Borrower, LLC,
a Delaware limited liability company, its sole member

By: Holtzman Interests No. 17, LLC, a Michigan limited liability company, its manager

By: _____
Name: Jonathan Holtzman
Title: Manager

HOLTZMAN:

JONATHAN HOLTZMAN, individually

NUDO:

GERALD NUDO, individually

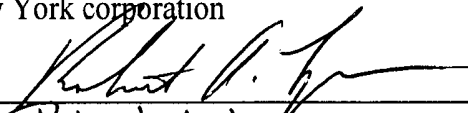
PLEDGOR:

HOLTZMAN INTERESTS NO. 17, LLC
a Michigan limited liability company

By: _____
Name: Jonathan Holtzman
Title: Manager

LENDER:

MONY LIFE INSURANCE COMPANY
a New York corporation

By: 
Name: Robert A. Lynn
Title: Investment Officer

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For Holtzman, individually

STATE OF Michigan)
)
COUNTY OF Oakland) SS

I, Cheryl A. Imrick, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jonathan Holtzman, 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 the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 2008.

Notary Public: Cheryl A. Imrick

My Commission Expires: 11/21/2012

CHERYL L. IMRICK
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 21, 2012
Acting in the County of OAKLAND

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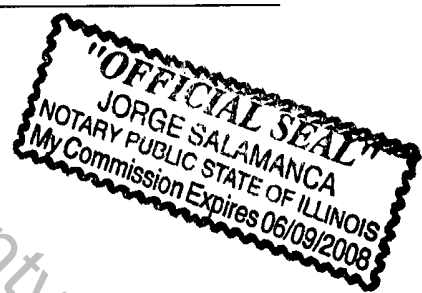
For Nudo, individually

STATE OF)
) SS
COUNTY OF)

I, Jorge Salamanca, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Gerald Nudo, 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 the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2 day of ~~March~~ ^{APRIL}, 2008.

Notary Public: [Signature]
My Commission Expires: 06-09-08



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For Lender

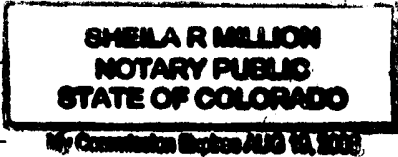
STATE OF)
) SS
COUNTY OF)

I, Sheila R. Million, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert A. Lynn is the Investment officer of MONY Life Insurance Company, a New York corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Investment officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2008.

Notary Public: Sheila R. Million

My Commission Expires: Aug 19, 2008



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 3 TO 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF A STRIP OF LAND 9.5 FEET IN WIDTH: (I) LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO; (II) LYING NORTH OF AND ADJOINING LOT 7 IN RICHARD T. HAINES' SUBDIVISION AFORESAID AND (III) LYING NORTH OF THE NORTH LINE EXTENDED EAST, OF LOT 7 IN RICHARD T. HAINES' SUBDIVISION; ALL IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO AFORESAID, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1, 2 & 3 AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN CONSOLIDATED EQUITY III, LLC AND MDA CITY APARTMENTS, LLC RECORDED MARCH 16, 2006 AS DOCUMENT NUMBER 0607544098, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON, ON OR THROUGH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOT 7 IN RICHARD T. HAINES' SUBDIVISION OF LOTS 1 TO 5 IN BLOCK 10 OF FORT DEARBORN ADDITION TO CHICAGO AFORESAID, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM ANY PORTION SITUATED MORE THAN THIRTY (30) FEET ABOVE CURRENT GRADE.

Address: 185 North Wabash, Chicago, IL 60601

PIN: 17-10-306-001-0000; 17-10-306-002-0000