

UNOFFICIAL COPY



THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Doc#: 0812733150 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/08/2008 11:29 AM Pg: 1 of 16

Michael D. Rothstein, Esq.
Schwartz Cooper Chartered
180 N. LaSalle, Suite 2700
Chicago, Illinois 60601

PERMANENT TAX INDEX NUMBERS:

08-15-400-069-1001	08-15-400-069-1007
08-15-400-069-1002	08-15-400-069-1009
08-15-400-069-1004	08-15-400-069-1012
08-15-400-069-1005	08-15-400-069-1013
08-15-400-069-1006	08-15-400-069-1014

PROPERTY ADDRESSES:

2000- 2004 West Algonquin Road, Unit No. 1
 2006 West Algonquin Road, Unit No. 2
 2016 - 2022 West Algonquin Road, Unit No. 4
 2024 West Algonquin Road, Unit No. 5
 2026 -2030 West Algonquin Road, Unit No. 6
 2032 - 2036 West Algonquin Road, Unit No. 7
 1992 -1988 W. Algonquin Road, Unit No. 9
 1976 - 1970 West Algonquin Road, Unit No. 12
 1968 West Algonquin Road, Unit No. 13
 1966 -1960 West Algonquin Road, Unit No. 14
 Mount Prospect, Illinois 60056

7920249 DZMM

THIRD AMENDMENT TO LOAN DOCUMENTS

This THIRD AMENDMENT TO LOAN DOCUMENTS dated as of April 30, 2008 (the "Third Amendment"), is executed by and among CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, whose address is 181 West Madison Street, 17th Floor, Chicago, Illinois 60602, not personally, but solely as Successor Trustee (the "Mortgagor") under a Trust Agreement dated February 1, 2001 and known as Trust No. 127244 (the "Trust Agreement"), SHAKER APARTMENTS LLC, an Illinois limited liability company (the "Beneficiary"), whose address is 1100 Lake Street, Oak Park, Illinois 60301, ANTHONY R. SHAKER (the "Guarantor"), whose address is 1100 Lake Street, Oak Park, Illinois 60301, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Suite 2800, Attention: Commercial Real Estate Division MM.

Box 400-CTCC

14
J

UNOFFICIAL COPY

RECITALS:

A. The Lender originally made a loan (the "Loan") to the Mortgagor as evidenced by that certain Mortgage Note dated April 30, 2001 in the original principal amount of Seven Million Nine Hundred Forty Thousand and 00/100 Dollars (\$7,940,000.00), executed by the Mortgagor and made payable to the order of the Lender (the "Note") and originally maturing on April 30, 2004.

B. The Mortgagor is the record owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by reference incorporated herein (the "Premises") the Beneficiary owns one hundred percent (100%) of the beneficial interest of, and power of direction in, the Trust Agreement, and the Guarantor is the manager of the Beneficiary.

C. The Note is secured by, among other things, the following documents (together with the Note and any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Original Loan Documents"):

(i) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of April 30, 2001, executed by the Mortgagor to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 9, 2001 as Document Number 0010387374 (the "Mortgage"), and which Mortgage encumbers the Premises and the improvement located thereon;

(ii) Assignment of Rents and Leases dated as of April 30, 2001, jointly and severally executed by the Mortgagor and the Beneficiary to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 9, 2001 as Document Number 0010387375 (the "Assignment of Rents"), and which Assignment of Rents encumbers the Premises;

(iii) Collateral Assignment under Land Trust dated as of April 30, 2001, executed by the Beneficiary, as debtor, to and for the benefit of the Lender, as secured party, and accepted by the Mortgagor, as Trustee under the Trust Agreement (the "Collateral Assignment"), which Collateral Assignment collaterally assigned to the Lender the beneficial interest and power of direction of the Beneficiary in the Trust Agreement and all property held therein;

(iv) Security Agreement dated as of April 30, 2001, executed by the Beneficiary, as debtor, to and for the benefit of the Lender, as secured party, (the "Security Agreement"), which Security Agreement assigned to the Lender a security interest in all personal property of the Beneficiary;

(v) Environmental Indemnity Agreement dated as of April 30, 2001, jointly and severally executed by the Beneficiary and the Guarantor to and for the benefit of the Lender (the "Environmental Indemnity"); and

(vi) Guaranty of Payment dated as of April 30, 2001, executed by the Guarantor to and for the benefit of the Lender (the "Original Guaranty").

UNOFFICIAL COPY

D. Under and pursuant to that certain Omnibus Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, Mortgage Note, Security Agreement, Assignment of Rents and Leases, Environmental Indemnity Agreement and Collateral Assignment under Land Trust dated as of April 30, 2004, executed by and among the Mortgagor, the Beneficiary, the Guarantor and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on April 30, 2004 as Document Number 0412134022 (the "First Amendment"), the maturity date of the Loan, as evidenced by the Note, was extended from April 30, 2004 to April 30, 2007, and the principal amount of the Note was reduced from Seven Million Nine Hundred Forty Thousand and 00/100 Dollars (\$7,940,000.00) to Seven Million Three Hundred Thousand and 00/100 Dollars (\$7,300,000.00).

E. In connection with the First Amendment, the Guarantor executed and delivered to and for the benefit of the Lender that certain Amended and Restated Guaranty of Payment dated as of April 30, 2004 (the "Guaranty") amending and restating the Original Guaranty.

Under and Pursuant to that certain Second Amendment to Loan Documents dated as of April 30, 2007, executed by and among the Mortgagor, the Beneficiary, the Guarantor and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 18, 2007 as Document Number 0713839078 (the "Second Amendment"), the maturity date of the Loan, as evidenced by the Note, was extended from April 30, 2007 to April 30, 2008 and the interest rate and schedule of principal and interest payments set forth in the Note were modified. The Original Loan Documents, as modified and amended by the First Amendment and Second Amendment, together with the Guaranty, are collectively referred to herein as the "Loan Documents".

F. The Mortgagor, the Beneficiary and the Guarantor have now requested to modify and amend the Loan Documents to provide for a further extension of the maturity date of the Loan, as evidenced by the Note, and to increase the maximum principal amount of the Loan to \$7,905,000, and the Lender has agreed to such maturity date extension and increase in the principal amount of the Loan, provided the Mortgagor, the Beneficiary and the Guarantor comply with the terms and conditions of this Third Amendment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Third Amendment shall have the meanings assigned thereto in the Loan Documents.
3. Extension of Maturity Date. The Maturity Date of the Loan, as evidenced by the Note, is hereby extended from April 30, 2008 to April 30, 2011, and all of the Loan Documents are hereby modified and amended accordingly. Without limitation on the generality of the

UNOFFICIAL COPY

foregoing, all references to the Maturity Date of the Note being defined as "April 30, 2008" are hereby changed to "April 30, 2011" each time such reference appears in any of the Loan Documents.

4. Principal Amount of Loan. The principal amount of the Loan is hereby increased to Seven Million Nine Hundred Five Thousand and No/100 Dollars (\$7,905,000.00). All references in the Note and other Loan Documents to "Loan", "Loan Amount", "7,300,000.00" or similar terms are hereby modified to mean "7,905,000.00". Borrower hereby acknowledges that \$7,300,000.00 of the Loan has previously been disbursed and, therefore, Lender shall have no obligation to disburse more \$605,000.00 to Borrower.

5. Payment of Loan Fee. Concurrently with the execution and delivery of this Third Amendment, the Beneficiary shall pay to Lender a nonrefundable loan modification extension fee in the amount of \$39,525.

6. Attachment to Note. The Lender may, and prior to any transfer by it of the Note shall, attach a copy of this Third Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

7. Continued Effectiveness of Loan Documents, Confirmation of Obligations. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto, except as expressly modified and amended by this Third Amendment. Each of the Mortgagor, the Beneficiary and the Guarantor hereby: (i) restates, confirms and reaffirms all of its respective obligations under the Loan Documents, as modified by this Third Amendment; (ii) acknowledges and agrees that the Lender, by entering into this Third Amendment, does not waive any existing or future default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledges and agrees that the Lender has not heretofore waived any default or Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledges that none of the Mortgagor, the Beneficiary and/or the Guarantor has any set-off, defense or counterclaim to the payment or performance of any of their respective obligations under the Loan Documents, as modified by this Third Amendment.

8. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Third Amendment, the Mortgagor hereby certifies and represents, and each of the Beneficiary and the Guarantor hereby certifies, represents and warrants, to the Lender as follows:

(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Third Amendment;

(b) no default, or condition or event which with the giving of notice or passing of time, or both, would constitute a default or Event of Default under the

UNOFFICIAL COPY

Note, the Mortgage or any of the other Loan Documents has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Mortgagor, the Beneficiary and/or the Guarantor, as the case may be, 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 the Premises, the Mortgagor, the Beneficiary, the Guarantor or any other party whose financial statement has been delivered to the Lender in connection with the Loan from the date of the most recent financial statement received by the Lender;

(e) as of the date hereof, none of the Mortgagor, the Beneficiary or the Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the Loan Documents, as modified and amended by this Third Amendment;

(f) the Beneficiary is a manager-managed limited liability company, validly existing and in good standing under the laws of the State of Illinois, and has the requisite power and authority to execute and deliver this Third Amendment and to perform its obligations under the Loan Documents, as modified and amended by this Third Amendment;

(g) the Articles of Organization and Operating Agreement of the Beneficiary have not been changed or amended since the most recent date that certified copies thereof were delivered to the Lender; and

(h) the execution and delivery of this Third Amendment and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by or on behalf of the Mortgagor and the Beneficiary, and this Third Amendment has been duly executed and delivered on behalf of the parties hereto.

9. Reaffirmation of Guaranty and Environmental Indemnity. The Guarantor hereby expressly (a) consents to the execution by the Mortgagor, the Beneficiary and the Lender of this Third Amendment; (b) acknowledges that the Guaranty and Environmental Indemnity are each hereby modified and amended so that all references therein to the Loan (as defined in each of the Guaranty and the Environmental Indemnity) shall include all of the obligations and liabilities owing from the Mortgagor and/or the Beneficiary to the Lender under and pursuant to the Loan Documents and as evidenced by the Note, as modified and amended by this Third Amendment; (c) reaffirms in all respects all of his obligations under the Guaranty (as such obligations may be limited to \$1,588,000 pursuant to the terms of the Guaranty) and the Environmental Indemnity, as modified and amended by this Third Amendment; (d) agrees that the execution and delivery of this Third Amendment to, and its acceptance by, the Lender shall not in any manner whatsoever (i) impair or affect the liability of the Guarantor to the Lender under the Guaranty or

UNOFFICIAL COPY

the Environmental Indemnity, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Guarantor pursuant to the Guaranty or the Environmental Indemnity, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by the Guarantor under the Guaranty or the Environmental Indemnity, and (e) represents that each of the representations and warranties made by the Guarantor in the Guaranty and/or the Environmental Indemnity remain true and correct as of the date hereof.

10. Conditions Precedent. This Third Amendment shall become effective as of the date above first written after receipt by the Lender of the following documents:

(a) Third Amendment. This Third Amendment to Loan Documents duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by Chicago Title Insurance Company to its Loan Policy No. 1401 007920249 D1 dated May 9, 2001, dating down title to the Premises to reflect the recordation of this Third Amendment and increasing the amount of coverage to \$7,905,000.00; and

(c) Other. Such other documents, certificates, resolutions and/or opinions of counsel as the Lender may reasonably request.

11. References. All references in the Loan Documents and/or this Third Amendment to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as further modified and amended by this Third Amendment.

12. Entire Agreement. This Third Amendment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Third Amendment, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

13. Successors. The Loan Documents, as modified by this Third Amendment, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

14. Severability. In the event any provision of this Third Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. Amendments, Changes and Modifications. This Third Amendment may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

16. Construction. This Third Amendment shall not be construed more strictly against the Lender than against the Mortgagor, the Beneficiary or the Guarantor merely by virtue of the fact that this Third Amendment has been prepared by counsel for the Lender, it being recognized that the Mortgagor, the Beneficiary, the Guarantor and the Lender have contributed substantially and materially to the preparation of this Third Amendment, and the

UNOFFICIAL COPY

Mortgagor, the Beneficiary, the Guarantor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Third Amendment. Each of the parties to this Third Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Third Amendment, and recognizes that it is executing and delivering this Third Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its or his 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 Third Amendment, 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.

17. Sections; References.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this Third Amendment as a whole and not to the individual sections or paragraphs in which such terms are used.

(b) References to sections and other subdivisions of this Third Amendment are to the designated sections and other subdivisions of this Third Amendment as originally executed.

(c) The headings of this Third Amendment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

18. Governing Law. This Third Amendment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

19. Execution of Counterparts. This Third Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

20. Expenses. The Beneficiary shall pay all costs and expenses in connection with the preparation of this Third Amendment and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent of the Lender. The Beneficiary shall pay any and all stamp and other taxes, title company fees, UCC search fees, filing fees and other costs and expenses in connection with the execution, delivery and recordation of this Third Amendment and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

21. Customer Identification - USA Patriot Act Notice, OFAC and Bank Secrecy Act. The Lender hereby notifies the Beneficiary that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and

UNOFFICIAL COPY

documentation that identifies the Beneficiary and the Mortgagor, which information includes the name and address of the Beneficiary and the Mortgagor, and such other information that will allow the Lender to identify the Beneficiary and the Mortgagor in accordance with the Act. In addition, the Beneficiary shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor, the Beneficiary or any subsidiary of the Beneficiary is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

22. Trustee's Exculpation. This Third Amendment is executed by Chicago Title Land Trust Company, not personally but solely as Trustee, solely in the exercise of the authority conferred upon it as trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account thereof, or on account of any promises, covenants, undertakings or agreements herein, or in the Loan Documents contained, either express or implied; all such liability, if any, being expressly waived and released by the holder or holders of the Loan Documents and by all persons claiming by, through or under the Loan Documents or the holder or holders, owner or owners thereof, and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and it shall not be liable for any action or non-action taken in violation of any of the covenants contained herein.

[signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as Successor Trustee
under a Trust Agreement dated February 1, 2001
and known as Trust No. 127244

By: Margaret O'Donnell
Name: Margaret O'Donnell
Title: ASST. VICE PRESIDENT

BENEFICIARY:

SHAKER APARTMENTS LLC,
an Illinois limited liability company

By: Anthony R. Shaker
Name: Anthony R. Shaker
Title: Manager

GUARANTOR:

Anthony R. Shaker
Anthony R. Shaker, personally

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Loan Documents to be executed as of the date set forth above.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as Successor Trustee
under a Trust Agreement dated February 1, 2001
and known as Trust No. 127244

By: _____
Name: _____
Title: _____

BENEFICIARY:

SHAKER APARTMENTS LLC,
an Illinois limited liability company

By: _____
Name: Anthony R. Shaker
Title: Manager

GUARANTOR:

Anthony R. Shaker, personally

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Katherine Kueger
Name: Katherine Kueger
Title: AVP

Property of Cook County Clerk's Office

UNOFFICIAL COPY

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of the them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret O'Donnell, the ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, as Successor Trustee as aforesaid, who 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 as such ASST. VICE PRESIDENT, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as Successor Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of April, 2008.

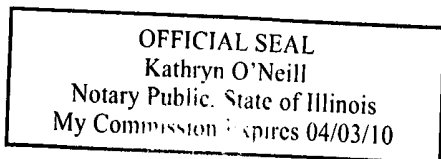


Toni Y. Bennett
Notary Public
My Commission Expires: 2/10/10

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY R. SHAKER, the Manager of SHAKER APARTMENTS LLC, an Illinois limited liability corporation, who 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 as such Manager, he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of April, 2008.



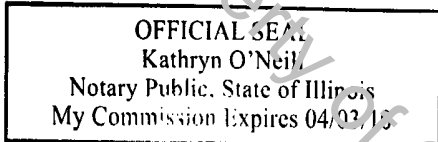
Kathryn O'Neill
Notary Public
My Commission Expires: 4/03/10

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY R. SHAKER, who 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 as such Manager, he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of April, 2008.



Kathryn O'Neil
Notary Public

My Commission Expires: 4/03/10

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ a _____ of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who 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 as such _____, he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY R. SHAKER, who 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 as such Manager, he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Katherine Kuegar a AVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who 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 as such AVP, he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of April, 2008.

Preeti Saini

Notary Public

My Commission Expires: 5-20-12



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

UNIT NUMBERS 1, 2, 4, 5, 6, 7, 9, 12, 13 AND 14 AS DESCRIBED IN SURVEY DELINEATED ON, ATTACHED TO AND FORMING A PART OF THE DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 22ND DAY OF SEPTEMBER, 1978, AS DOCUMENT NUMBER LR3048014 AND AN UNDIVIDED PERCENTAGE INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES PART OF LOT 2 IN EDWARD BUSSE'S DIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 15, AND THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PROPERTY ADDRESSES AND TAX IDENTIFICATION NUMBERS OF REAL ESTATE

- Unit No. 1 2000-2004 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1001
- Unit No. 2 2006 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1002
- Unit No. 4 2016-2022 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1004
- Unit No. 5 2024 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1005
- Unit No. 6 2026-2030 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1006
- Unit No. 7 2032-2036 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1007
- Unit No. 9 1992-1888 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1009
- Unit No. 12 1976-1970 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1012
- Unit No. 13 1968 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1013
- Unit No. 14 1966-1960 West Algonquin Road, Mount Prospect, Illinois 60056
08-15-400-069-1014