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Doc#: 0817033189 Fee: \$76.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/18/2008 02:30 PM Pg: 1 of 21

This instrument was prepared by
and, after recording, please
return to:

Randall S. Kulat, Esq.
MELTZER, PURTILL &
STELLE LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

Permanent Real Estate
Tax Index No.:
See **Exhibit A** attached

Street Address:
5309-5343 South Harper Avenue
Chicago, Cook County, Illinois

FIFTH AMENDMENT TO LOAN DOCUMENTS

Re: Harper Place Condominiums, Chicago, Illinois

THIS FIFTH AMENDMENT TO LOAN DOCUMENTS ("Amendment") is entered into as of the 3rd day of January, 2008, by and among **CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated December 19, 2001, and known as Trust No. 019227 ("Trustee" or "Mortgagor"), **HARPER PLACE, L.L.C.**, an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are hereinafter individually and collectively referred to as "Borrower"), **THE ESTATE OF MORTON C. KAPLAN** (the "Estate"), and **COLE TAYLOR BANK**, an Illinois banking corporation ("Lender").

RECITALS

Borrower, Morton C. Kaplan ("Kaplan") and David Husman, individually ("Husman") (Kaplan and Husman are hereinafter collectively referred to as the "Original Guarantors"), and Lender entered into a certain Conversion Loan Agreement dated December 28, 2001 ("Loan Agreement"), pursuant to which Lender agreed to loan to Borrower an amount not to exceed Six Million One Hundred Fifty-Five Thousand and No/100 Dollars (\$6,155,000.00) outstanding at any one time, with cumulative aggregate disbursements of not more than Six Million Eight Hundred Eighty-Five Thousand and No/100 Dollars (\$6,885,000.00), disbursed for Project Cost as defined therein ("Loan") for the rehabilitation and conversion to residential condominium

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units of fifty-five (55) dwelling units within a residential apartment building (“Building”) on land located at 5309-5343 South Harper Avenue, Chicago, Illinois, and legally described in Exhibit A thereto (“Land”). The Land, together with the Building, are sometimes hereinafter collectively referred to as the “Real Estate.”

The Loan is evidenced by a certain Acquisition Note in the principal amount of \$4,155,000.00 (“Acquisition Note”) and a certain revolving Conversion Note in the principal amount of \$2,000,000.00 and not to exceed \$2,730,000.00 in cumulative aggregate disbursements (“Conversion Note”). The Acquisition Note and the Conversion Note are hereinafter each individually referred to as an “Note” and collectively as the “Notes”.

The Notes are secured, among other things, by the following documents, each dated December 28, 2001 (collectively, with the other Loan Documents, referred to as “Loan Documents”):

- (a) Mortgage and Security Agreement (“Mortgage”) made by Mortgagor to Lender and recorded in the office of the Cook County Recorder (“Recorder’s Office”) on January 8, 2002, as Document No. 0020027068 covering the Real Estate;
- (b) Assignment of Rents and Leases (“Assignment of Rents”) made by Trustee and Beneficiary to Lender and recorded in the Recorder’s Office on January 8, 2002, as Document No. 0020027069 covering the Real Estate; and
- (c) Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust made by Beneficiary, as Debtor, to Lender, as Secured Party (“Security Agreement”).

Pursuant to the Guaranty made by the Original Guarantors dated December 28, 2001 (“Guaranty”), in favor of Lender, the Original Guarantors, guaranteed (i) the payment of the amounts provided for in the Notes, the Loan Agreement, the Mortgage, the Assignment of Rents, the Security Agreement and the other Loan Documents, (ii) the full and faithful performance of the covenants to be performed and observed under the Notes, the Loan Agreement, the Mortgage, the Assignment of Rents, the Security Agreement and the other Loan Documents and (iii) the payment of all Costs of Carry. Beneficiary and the Original Guarantors also entered into an Environmental Indemnity Agreement dated December 28, 2001 (the “Environmental Indemnity Agreement”).

The Loan Documents have previously been amended pursuant to the terms of that certain First Amendment to Loan Documents dated as of June 28, 2004 by and among Borrower, Original Guarantors and Lender and recorded in the Recorder’s Office on January 10, 2005 as Document No. 0501002441, in order to (i) eliminate the maximum cumulative aggregate disbursement under the Conversion Note, and (ii) extend the Maturity Date of the Loan from June 28, 2004 to October 3, 2005.

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The Loan Documents have previously been amended pursuant to the terms of that certain Second Amendment to Loan Documents dated as of October 3, 2005 by and among Borrower, Original Guarantors and Lender and recorded in the Recorder's Office on November 29, 2005 as Document No. 053335195, in order to extend the Maturity Date of the Loan from October 3, 2005 to October 3, 2006.

The Loan has also been amended pursuant to (i) an amendment letter agreement dated October 3, 2006 among Borrower, Original Guarantors and Lender, pursuant to which the Lender agreed to extend the Maturity Date from October 3, 2006 to January 3, 2007, (ii) an amendment letter agreement dated January 3, 2007 between Borrower and Lender, pursuant to which the Lender agreed to extend the Maturity Date from January 3, 2008 and to acknowledge that the outstanding balance of the Acquisition Note has been paid in full, and (iii) an Amendment to Mortgage and Assignment of Rents dated January 3, 2007 and recorded in the Recorder's Office on April 10, 2007 as Document No. 0710056001, extending the Maturity Date to January 3, 2008 and lowering the amount of the Loan to \$2,000,000.00, as evidenced by the Conversion Note.

Kaplan died February 11, 2008. The Operating Agreement of the Beneficiary has been amended to provide that Harper Place Ashland Manager, LLC, an Illinois limited liability company (the "New Manager") has been appointed as manager of the Beneficiary in Kaplan's place. The Estate, the Borrower and Husman now desire to amend the Loan Documents in order to (i) substitute the Estate in place of Kaplan, (ii) extend the Maturity Date from November 30, 2007 to June 30, 2008, and (iii) provide for the lowering of the Loan Rate commencing on April 1, 2008.

AGREEMENTS

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

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof. Except as otherwise expressly indicated, all capitalized terms used herein or in any of the Recitals shall have the same meanings ascribed to them in the Loan Documents.

2. **Confirmation**. Borrower and each Guarantor hereby confirm and certify to Lender that each representation and warranty contained in the Loan Agreement and other Loan Documents, as amended hereby, is true, complete and correct in all respects as of the date hereof.

3. **Maturity Date**. The Maturity Date is hereby extended from January 3, 2008 to June 30, 2008, or such earlier date when all indebtedness under the Loan shall be due and payable. Any reference in the Loan Agreement, the Mortgage, the Assignment of Rents, the Security Agreement or any of the other Loan Documents to the Maturity Date shall mean and refer to June 30, 2008. Lender agrees to further extend the Maturity Date to April 1, 2010, if, as

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of June 30, 2008, no Event of Default or Unmatured Event of Default exists under the Loan Documents. In the event the Maturity Date is further extended pursuant to the terms of the immediately preceding sentence, the interest rate on the Loan shall be subject to the same spreads above the Prime Rate or LIBOR following the Conversion Date (as set terms are hereinafter defined) as set forth in Section 5 below.

4. **Assumption.** The Estate hereby accepts and agrees to the assumption of all of the obligations of Kaplan under the Loan Documents to which Kaplan was a party, and hereby unconditionally and absolutely assumes and undertakes each and every one of the obligations and liability of Kaplan under the Loan Documents to which Kaplan was a party on the same basis as if the Estate had executed such documents on its face when originally delivered to Lender by Kaplan. The Estate shall enter into the Amended and Restated Guaranty and the Amended and Restated Indemnity Agreement, as such terms are hereinafter defined.

5. **Revision of Loan Rate.** From and after April 1, 2008 (the "Conversion Date"), the Loan shall bear interest at the floating rate per annum equal to, at the Borrower's option, either (i) the Prime Rate, or (ii) the LIBOR Rate plus 225 basis points (as such terms are defined in the hereinafter described Amended Conversion Note). Borrower shall exercise its option by written notice delivered to Lender prior to the Conversion Date. The Loan Agreement and each of the other Loan Documents are hereby modified such that any reference in the Loan Agreement and each of the other Loan Documents to the Loan Rate or the interest rate of the Loan is hereby amended to be, from and after the Conversion Date, the floating rate per annum of either (i) the Prime Rate, or (ii) the LIBOR Rate plus 225 basis points, as selected by Borrower.

6. **Issuance of Amended Conversion Note.** The Borrower and Lender agree that the Conversion Note shall be amended and restated in its entirety and that Borrower shall execute and deliver an Amended and Restated Conversion Note in the amount of \$2,000,000.00 and in form and substance acceptable to Lender (the "Amended Conversion Note"), and that, upon execution and delivery by Borrower of the Amended Conversion Note and satisfaction of all other conditions contained herein, Lender shall cancel the Conversion Note and return the executed original of the Conversion Note to Borrower. Such cancellation shall not be deemed and/or construed as a novation of Borrower's obligations evidenced thereby, all of which shall remain in full force and effect as provided in the Amended Conversion Note.

7. **Payment of Acquisition Loan.** The Borrower and Lender agree that that portion of the Loans evidenced by the Acquisition Note has been paid in full by Borrower, and that Lender has cancelled, or shall cancel, the Acquisition Note and return the executed original of the Acquisition Note to Borrower. Any reference in the Loan Agreement, the Mortgage, the Assignment of Rents, the Security Agreement or any of the other Loan Documents to the Note or the Notes shall mean and refer solely to the Amended Conversion Note, and any reference in the Loan Agreement, the Mortgage, the Assignment of Rents, the Security Agreement or any of the other Loan Documents to the Loan or the Loans shall mean and refer solely to the Loan evidenced by the Conversion Note.

8. **Amendments to Loan Agreement.**

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repaid upon the closing of not more than ____ of the remaining Units. Borrower shall not sell any Unit for less than the Minimum Sales Price for such Unit. As used herein, "Net Sales Proceeds" shall mean and refer to the gross sales proceeds from the closing of a Unit, less title, escrow, closing and transfer charges, attorneys' fees, and brokerage commissions customarily incurred by a similarly situated seller, but in no event to exceed an aggregate of five percent (5%) of the amount of the gross sales proceeds for such Unit."

(e) Section 9.11 of the Loan Agreement is hereby amended to read in its entirety as follows:

9.11 Distributions. Except as set forth herein or unless specifically consented to in writing by Lender, which consent Lender shall not unreasonably withhold, no distributions of Project monies or property any kind or nature shall be made to or on behalf of the parties of Borrower or either Guarantor or to any equity source for the Project, or to any person or entity affiliated with, or controlled by any of them, until the Loan, and all interest, fees, costs, charge and expenses thereon, have been completely repaid by Borrower and final releases of all Loan Documents have been delivered by Lender. Upon the closing of the sale of a Unit under a Sale Contract, Borrower shall use the Excess Proceeds (as hereinafter defined) to fund costs of the completion of the Project; provided, however, that the Beneficiary may make quarterly distributions of Excess Proceeds to each of its members in an amount not greater than the quarterly estimated income tax payments required to be made by each such member based upon the income of such member. As used herein, "Excess Proceeds" means the amount, if any, by which the net sales proceeds from the sale of a Unit exceeds the Partial Release Amount paid to Lender with respect to such Unit."

(f) The following notice addresses in Section 14.11 of the Loan Agreement are hereby amended to read in their entirety as follows:

Lender: COLE TAYLOR BANK
225 West Washington Street, Ninth Floor
Chicago, Illinois 60606
Attention: William E. Krinsky

Copy to: MELTZER, PURTILL & STELLE LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attention: William J. Mitchell

9. **Amendment of Legal Description**. The legal description of the Property described in Exhibit A of the Mortgage and the other Loan Documents shall be amended to read as the legal description of the Premises set forth in **Exhibit A** attached hereto and made a part hereof. Any reference in the Loan Agreement, the Mortgage or the other Loan Documents to the

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“Premises”, the “Property” or any similar term shall be deemed to mean and refer to the Property as described on **Exhibit A** attached hereto.

10. **Amendment of Mortgage.** The Mortgage is hereby amended to reflect the extension of the Maturity Date to June 30, 2008 and the other terms set forth in this Agreement. Any references in the Mortgage to the Loan shall be deemed to mean and refer to the Loan as amended hereby. Borrower and Guarantors (as hereinafter defined) agree that Lender shall have the right to record this Agreement to reflect the subject matter of this Agreement.

11. **Amended and Restated Guaranty/Amended and Restated Environmental Indemnity Agreement.** In connection with this Agreement, the Estate and Husman (collectively, the “Guarantors”) shall deliver to Lender an Amended and Restated Guaranty, executed by the Guarantors, guaranteeing to Lender payment of the Loan (“Amended and Restated Guaranty”), and the Beneficiary and the Estate shall enter into an Amended and Restated Environmental Indemnity Agreement (“Amended and Restated Indemnity Agreement”), to and for the benefit of Lender. Any reference to the “Guaranty” in the Note, the Loan Agreement or any of the Loan Documents shall mean and refer to the Amended and Restated Guaranty. Any reference to the “Environmental Indemnity Agreement” in the Note, the Loan Agreement or any of the Loan Documents shall mean and refer to the Amended and Restated Indemnity Agreement. Any reference to the “Guarantors” in the Note, the Loan Agreement, the Mortgage or any of the Loan Documents shall mean and refer to Husman and the Estate, collectively, jointly and severally.

12. **Other Conforming Amendments.** The Loan Documents are hereby amended to reflect the terms of this Agreement including, without limitation, the amendment and restatement of the Conversion Note through the issuance of the Amended Conversion Note.

13. **Guarantors’ Consent and Ratification of Amended Guaranty.** Guarantors hereby consent to the execution and delivery of this Agreement. Guarantors hereby ratify and confirm their liabilities and obligations under the Amended and Restated Guaranty, the Amended and Restated Indemnity Agreement and with respect to the Loan Documents, as amended by this Agreement and acknowledge that they have no defenses, claims, or set-offs to the enforcement by Lender of the liabilities and obligations under the Amended and Restated Guaranty and/or the Amended and Restated Indemnity Agreement, as the case may be, as of the date of the execution and delivery of this Agreement. Each Guarantor hereby fully, unconditionally, irrevocably, jointly and severally agrees to be bound by the terms of the Amended and Restated Guaranty and the Amended and Restated Indemnity Agreement, as applicable, with respect to each and every one of the obligations and liabilities under the Loan, as amended.

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

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

(b) Borrower has been provided with a Notice of Default dated February 22, 2008 (the "Notice of Default") and acknowledges the existence of the defaults specified therein. Other than such defaults as specified in the Notice of Default, there is currently no other Event of Default (as defined in the Loan Agreement) under the Notes, the Mortgage or the other Loan Documents, each as amended hereby, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both would constitute an Event of Default under the Notes, the Mortgage or the other Loan Documents, each as amended hereby.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Guarantors as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, neither Borrower nor any Guarantor has any claims, counterclaims, defenses, or set-offs with respect to the Loans or the Loan Documents as modified herein.

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

15. **No Waivers.** Borrower and Guarantors acknowledge and agree that this Agreement shall not be deemed a waiver of the Events of Default as set forth in the Notice of Default, and further agree that this Agreement shall not (i) cure, waive, release or postpone any Unmatured Event of Default or Event of Default now or hereafter existing under the Loan Documents, (ii) establish a custom, or (iii) waive, limit or condition the rights and remedies of Lender under the Loan Agreement and Loan Documents, all of which are hereby expressly reserved.

16. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a date down endorsement to Lender's title insurance policy No. 1401 007941782 (the "Title Policy"), as of the date this Agreement is recorded, which (i) reflects the recording of this Agreement and the revised legal description, and (ii) insures the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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17. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement including, without limitation, attorneys' fees and expenses.

18. **Additional Requirements.** The obligations of Lender to extend the Maturity Date and to revise the Loan Rate shall be subject to Borrower having delivered, or having caused to be delivered, to Lender, or the occurrence of the following items and conditions, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by Borrower and Guarantors;
- (b) The Amended Conversion Note, executed by Borrower;
- (c) The Amended and Restated Guaranty, executed by the Guarantors;
- (d) The Amended and Restated Indemnity Agreement, executed by the Beneficiary and the Estate;
- (e) A good standing certificate with respect to the Beneficiary;
- (f) An Amendment to the Operating Agreement of Beneficiary replacing the Manager with the New Manager;
- (g) Resolutions of the members of Beneficiary with respect to this Agreement;
- (h) Such documents relating to the creation of the Estate and the appointment of the executor thereof as shall be reasonably required by Lender;
- (i) Borrower and Guarantors shall have caused the Loan to be brought current;
- (j) Lender shall be satisfied that Renaissance Ridge, L.L.C., an Illinois limited liability company, has brought current the loan to it from Lender with respect to the Renaissance Ridge condominium project in Chicago, Illinois;
- (k) Lender shall be satisfied that Abbey Garth, L.L.C., an Illinois limited liability company, has brought current the loan to it from Lender with respect to the Abbey Garth condominium project in Evanston, Illinois;
- (l) Payment to Lender and others of the past due interest and other amounts due and owing from Borrower as set forth on **Exhibit B** attached hereto and made a part hereof;
- (m) Commencement of an appraisal and construction reports with respect to the Harper Place Project;

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paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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

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

20. **Trustee Exculpation.** This Agreement is executed by **CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated December 19, 2001, and known as Trust No. 019227, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and with respect to Chicago Title Land Trust Company in its capacity as Trustee, is payable only out of the property specifically described in the Mortgage and the other Loan Documents securing the payment of the Notes, by the enforcement of the provisions contained in the Mortgage and other Loan Documents. No personal liability shall be asserted or be enforceable against Chicago Title Land Trust Company in its capacity as Trustee, because of, or in respect of the Notes or the making, issue or transfer of the Note, all such liability with respect to Chicago Title Land Trust Company in its capacity as Trustee, being expressly waived by each subsequent holder thereof. Notwithstanding the foregoing or any other limitations set forth in this Agreement or the other Loan Documents with respect to Chicago Title Land Trust Company in its capacity as Trustee, having no personal liability for the payment of the Note or performance under the Loan Documents, nothing contained herein shall modify, diminish, or discharge the personal liability of the Beneficiary and the Guarantors, who shall remain personally obligated to pay the Note and perform all of their respective obligations as set forth in this Agreement and the Loan Documents. With respect to Chicago Title Land Trust Company in its capacity as Trustee only, each original and successive holder of this note accepts same upon the express condition that no duty shall rest upon to Chicago Title Land Trust Company in its capacity as Trustee, to sequester the rents, issues and profits arising from the property described in the Mortgage, or the proceed arising from sale or other disposition hereof. Trustee hereby represents that it possesses full power and authority to execute and deliver this instrument.

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This Amendment has been entered into as of the date first above written.

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as successor trustee as
aforesaid

By: _____
Its: _____

HARPER PLACE, L.L.C., an Illinois limited
liability company

BY: Harper Place Ashland Manager, LLC, an
Illinois limited liability company, its
Manager

By: Michael W. Husman
Michael Husman, its Manager

GUARANTORS:

ESTATE OF MORTON C. KAPLAN

By: _____
_____, not individually, but as
Executor of the Estate

~~DAVID HUSMAN, individually~~

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: _____
Its: _____

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as successor trustee as
aforesaid

By: _____
Its: _____

HARPER PLACE, L.L.C., an Illinois limited
liability company

BY: Harper Place Ashland Manager, LLC, an
Illinois limited liability company, its
Manager

By: Michael Husman
Michael Husman, its Manager

GUARANTORS:

ESTATE OF MORTON C. KAPLAN

By: Marina Kaplan
Marina Kaplan, individually, but as
Executor of the Estate **AND NOT PERSONALLY**
(MIC)

~~DAVID HUSMAN, individually~~

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: _____
Its: _____

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as successor trustee as
aforesaid

By: *Arvinder Panjwala*
Its: ASST. VICE PRESIDENT

HARPER PLACE, L.L.C., an Illinois limited
liability company

BY: Harper Place Ashland Manager, LLC, an
Illinois limited liability company, its
Manager

By: *Michael Husman*
Michael Husman, its Manager

GUARANTORS:

ESTATE OF MORTON C. KAPLAN

By: *Marina Kaplan*
Marina Kaplan, individually, but as
Executor of the Estate **AND NOT PERSONALLY**
(MIC)

~~DAVID HUSMAN, individually~~

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: _____
Its: _____

Property of Cook County Clerk's Office

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This Amendment has been entered into as of the date first above written.

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as successor trustee as
aforesaid

By: _____

Its: _____

HARPER PLACE, L.L.C., an Illinois limited
liability company

BY: Harper Place Ashland Manager, LLC, an
Illinois limited liability company, its
Manager

By: _____

Michael Husman, its Manager

GUARANTOR:

ESTATE OF MORTON C. KAPLAN

By: _____

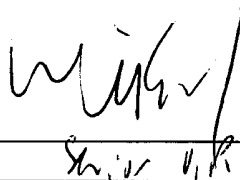
Marina Kaplan, not individually, but as
Executor of the Estate

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: _____

Its: _____



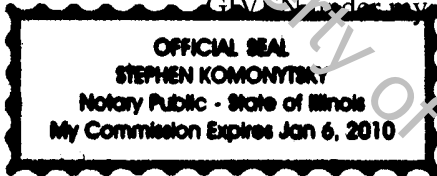
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Husman, the Manager of Harper Place Ashland Manager, LLC, an Illinois limited liability company and Manager of Harper Place, L.L.C., an Illinois limited liability company ("Borrower"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Manager, on behalf of Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of April, 2008.



Stephen Komontsky

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Husman is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

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

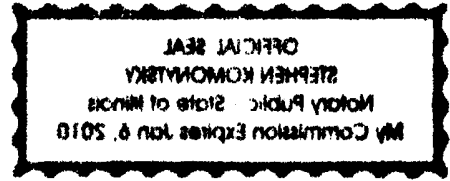
NOTARY PUBLIC

(SEAL)

My commission expires: _____

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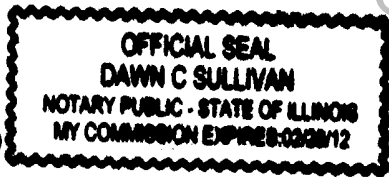
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marina Kaplan, the Executor of THE ESTATE OF MORTON C. KAPLAN, 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

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


Notary Public



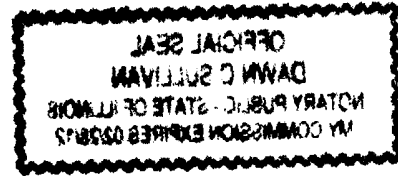
(SEAL)

My commission expires: 2/28/12

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

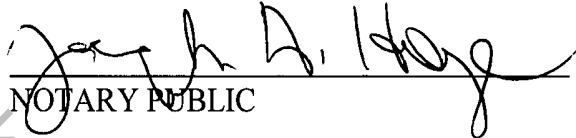


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

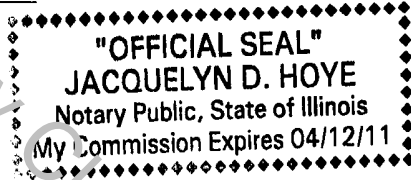
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAROLYN PAMPENELLA, the ~~ASST. VICE PRESIDENT~~ of Chicago Title Land Trust Company, as the successor trustee under a Trust Agreement dated December 18, 2001, and known as Trust No. 19227, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such trustee appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Bank, not personally, but solely as trustee, for the uses and purposes therein set forth.

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


NOTARY PUBLIC

(SEAL)

My Commission expires: _____

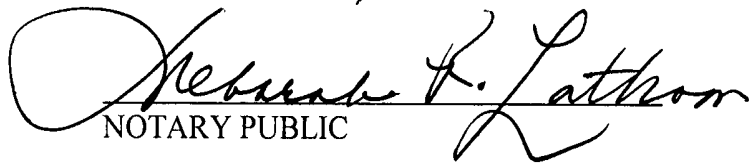


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William E. Xinsky, the SVP of Cole Taylor Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9th day of May, 2008.


NOTARY PUBLIC

(SEAL)

My Commission expires: 9-27-2010



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

UNITS: 5319-1, 5319-3, 5321-1, 5321-3, 5325-1, 5325-2 AND 5325-3 IN THE HARPER PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS AND PART OF LOTS IN BLOCK 31 IN HYDE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0416639047, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

20-11-418-011-1043
20-11-418-011-1045
20-11-418-011-1046
20-11-418-011-1048
20-11-418-011-1052
20-11-418-011-1053
20-11-418-011-1054

UNOFFICIAL COPY**EXHIBIT B****Unpaid Amounts****Account # 0078923-0002 Harper Place LLC**

Current Principal Balance	\$141,799.944
Interest due through 3/31/08	\$4,301.71
Late Fees	2,213.79
Total Current Balances	\$148,315.44
Late Fees Waived	(2,213.79)
Interest that must be received by 3/31/08	\$4,301.71
Oppidan inspection fees for 2 disbursements in 2007	900.00
Meltzer, Purtill & Stelle Legal Bills from 12/31/04 to 2/29/08	10,050.10
Total Charges Due	\$ 15,251.81