



Doc#: 0916144055 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/10/2009 11:38 AM Pg: 1 of 15

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Citibank, N.A.  
Commercial Real Estate Finance  
500 West Madison  
5<sup>th</sup> Floor  
Chicago, Illinois 60661  
Loan No. 02-8433179

Above this Line for Recorder's Use Only

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assumption Agreement") is dated as of this 7<sup>th</sup> day of April, 2009 ("Effective Date") by and among JANDM PROPERTIES, LLC – DESIGNATED SERIES WOOD, a series of an Illinois limited liability company, JANDM PROPERTIES, LLC – DESIGNATED SERIES MARSHFIELD, a series of an Illinois limited liability company, JANDM PROPERTIES, LLC – DESIGNATED SERIES WAVELAND, a series of an Illinois limited liability company, and JANDM PROPERTIES, LLC – DESIGNATED SERIES WINCHESTER, a series of an Illinois limited liability company (singly and collectively, "New Borrower"), Marshfield, LLC, an Illinois limited liability company, 2028 N. Winchester, LLC, an Illinois limited liability company, 1641 W. Waveland, L.L.C., an Illinois limited liability company and 1316-18 N. Wood Street, LLC, an Illinois limited liability company (collectively, "Borrower"), and CITIBANK N.A., a national banking association ("Lender"), successor to Citibank, FSB, a federal savings bank ("Original Lender").

### WITNESSETH:

WHEREAS, Borrower financed the purchase and/or development of certain real property together with certain personal property located thereon commonly known as 1316-18 North Wood Street, 2519 North Marshfield Avenue, 1641-45 West Waveland Avenue & 3656 North Marshfield Avenue, and 2028 North Winchester Avenue, located in the City of Chicago, County of Cook, State of Illinois, more specifically described on the attached Exhibit "A" (collectively, "Property", which term shall hereinafter include any personal property in which Lender may have a security interest) by a loan ("Loan") from Original Lender.

WHEREAS, Lender is the current holder of the following documents:

1. Promissory Note ("Note"), dated June 7, 2006, in the original principal amount of \$2,204,000.00, executed by Borrower in favor of Original Lender; and

First American Title Order # 387711  
HV/SG 1 of 1

Loan No. 02-8433179

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2. Illinois Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (Non-Land Trust) ("**Mortgage**") dated June 7, 2006, and recorded June 8, 2006 with the Cook County Recorder of Deeds as Document No. 0615944125, given by Marshfield, LLC, an Illinois limited liability company, 2028 N. Winchester, LLC, an Illinois limited liability company, 1641 W. Waveland, L.L.C., an Illinois limited liability company and 1316-18 N. Wood Street, LLC, an Illinois limited liability company.

The Note, Mortgage and all other documents executed or delivered in connection therewith, are hereafter called the "**Loan Documents**." All terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Documents;

**WHEREAS**, Borrower desires to sell, convey and transfer and New Borrower desires to acquire the right, title and interest of Borrower in and to the Property, which sale, transfer and conveyance requires the consent of the Lender under the Loan Documents;

**WHEREAS**, in order to induce Lender to consent to the transfer and assumption by New Borrower of the rights, duties and obligations of the Borrower under the Loan Documents, New Borrower and Borrower have agreed to enter into this Assumption Agreement; and

**WHEREAS**, Lender is willing to consent to the sale, conveyance and transfer of the Property to the New Borrower, provided the New Borrower assumes the obligations and liabilities of the Borrower under the Loan Documents, as more specifically set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assumption of Obligations by New Borrower. The New Borrower hereby fully and unconditionally assumes all of the obligations, liabilities, covenants, representations and warranties of the Borrower under each of the Loan Documents, and New Borrower hereby fully and unconditionally assumes and agrees to pay the unpaid balance of the indebtedness evidenced by the Loan, as it exists from time to time, in accordance with all the terms and conditions thereof, and further agrees to comply with and perform all the duties, obligations and covenants of the Borrower under the Loan Documents at the times and in the manner provided therein.
2. Understands Loan Documents. New Borrower hereby acknowledges that it has received and reviewed copies of all the Loan Documents and understands the provisions, contents and effect thereof.
3. Current Unpaid Principal Balance. New Borrower further acknowledges that the unpaid principal balance of the indebtedness evidenced by the Loan as of April 2, 2009 is \$2,184,221.10 ("**Principal Balance**") and the current interest rate is 6.25% per annum.
4. Liability of Borrower. Borrower and the guarantors, if any, hereby acknowledges and agrees that Borrower and the guarantors, if any, remain liable under the Loan Documents to the extent of their respective liability under the Loan Documents.
5. Consent to Transfer. Lender hereby consents to the transfer of the Property from Borrower to New Borrower subject to all the terms and conditions specifically set forth in this Assumption Agreement, effective upon the satisfaction and performance of the following terms and conditions ("**Closing Date**"). If these conditions shall not have been met by February 28, 2009 (also referred to herein as the "**Condition Satisfaction Date**"), Lender shall have the right to terminate its obligations under this Assumption Agreement, in which event, all of Borrower's obligations under the Loan Documents to Lender shall remain in full force and effect without modification and Lender shall remain entitled to exercise all remedies provided under the Loan Documents or, at Lender's sole option, Lender may extend the Condition Satisfaction Date, which extension shall be in writing and subject to such amended terms and conditions as Lender shall deem necessary, in Lender's sole and absolute discretion. Lender does not

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hereby consent to any other or further transfers of the Property except as herein provided.

- 5.1 Execute this Assumption Agreement. Execution and delivery by Borrower, New Borrower and any guarantors of this Assumption Agreement and such other instruments and agreements as Lender may reasonably request and recordation of this Assumption Agreement or a memorandum of this Assumption Agreement in the county where the Property is located;
- 5.2 Assumption Fee; Other Fees and Costs. New Borrower agrees to pay all expenses in connection with this transaction including, without limitation, attorneys fees, recording fees, mortgage tax, title and escrow fees. Lender shall be at no expense by reason of this transaction;
- 5.3 Make Current Payments. Receipt by Lender of all monthly payments, late charges and other amounts due and owing under the Note through the Closing Date including all payment of taxes, assessments, insurance premiums and other expenses relating to the Property and New Borrower shall have provided Lender evidence of such payments;
- 5.4 Impound Account. New Borrower shall also pay, if required by Lender, an amount determined by Lender for the purpose of establishing an impound account for payment of taxes and assessments as provided in the Mortgage;
- 5.5 Provide Evidence of Required Insurance. Receipt by Lender of a policy of fire and hazard insurance which shall comply with the requirements of the Loan Documents, naming New Borrower as the named insured, insuring the Property in such amount as is acceptable to Lender, naming Lender as mortgagee, and providing that insurance coverage cannot be canceled without at least thirty (30) days' advance written notice to Lender, and evidence that the premium to insure the real property has been prepaid for at least one full year beyond the Closing Date;
- 5.6 Update Lender's Title Policy. Receipt by Lender of a new Lender's ALTA Extended Coverage Title Insurance Policy (2006 Form with endorsements deleting creditor's rights exclusion and arbitration requirements from boilerplate language) in an amount no less than the current unpaid Principal Balance of the Note or a "date down" of its existing title insurance policy on the Property, supplemented with any other endorsement required or requested by Lender, from a title insurance company to be designated by Lender ("Title Company") ensuring: (a) the lien evidenced by the Mortgage as modified by this Assumption Agreement constitutes a valid mortgage lien on the real property constituting a portion of the Property, senior in priority to all other claims, liens, encumbrances, easements, reservations and restrictions except such exceptions as Lender shall approve in writing; (b) Lender is the "named insured"; and (c) New Borrower is the fee simple owner of the Property. New Borrower shall comply with all of Lender's and/or Title Company's requirements for the issuance of such policy and/or endorsements and shall pay all premiums, costs and expenses incurred in connection therewith;
- 5.7 Obtain Authority. Receipt by Lender of evidence satisfactory to Lender and Title Company regarding both New Borrower's existence, capacity, power and authority to enter into and close the transaction contemplated hereunder and the validity and enforceability of this Assumption Agreement in accordance with its terms. Such evidence shall include, without limitation, certified copies of the organizational documents of New Borrower and its general partners, if any; and
- 5.8 Representations True. All representations and warranties of each of the parties hereto contained in this Assumption Agreement, in the Loan Documents and in any documents or instruments executed in connection with the transaction contemplated hereby, shall be

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true and correct in all material respects as of the Closing Date and shall not omit to state a fact material to the truth and completeness of any statement made therein.

6. Lien Priority. It is expressly understood and agreed that the Mortgage is now and shall continue to be a first lien upon the Property, and that nothing done or said in this Assumption Agreement is intended or shall be construed as discharging, limiting or affecting in any manner, the lien of the Mortgage on the Property, or the priority thereof over other liens, charges and encumbrances of the Mortgage, or to release or affect the liability of any party or parties whatsoever who may now or hereafter be liable under or on account of the Loan Documents. The parties hereto expressly understand and agree that this Assumption Agreement shall not be considered a satisfaction of the Mortgage or cancellation of the Note.

7. Authority to Execute. The parties hereto each represent and warrant that this Assumption Agreement is duly executed and delivered by them and constitutes a legal, valid and binding obligation on them, enforceable in accordance with its terms.

8. Waiver and Release. The parties hereto each hereby unconditionally waive and release any and all claims, damages costs, liabilities, actions or suits he, she, it or they have or may have, whether known or unknown, against Lender, its officers, agents, directors, employees, shareholders, successors or assigns, arising out of or in connection with the Loan Documents, the debt evidenced thereby or the handling, course of conduct, closing or servicing thereof. The parties hereto each acknowledge that this waiver and release is voluntary and without any duress or undue influence, and is given as part of the consideration for Lender's accommodation of the request for an assumption of the Loan.

9. No Modification. Except as specifically provided in this Assumption Agreement, the Loan Documents are not altered, amended or modified by reason of this Assumption Agreement, and except as specifically set forth herein, the Loan Documents remain in full force and effect and their validity and enforceability is hereby ratified and confirmed by each of the parties hereto.

10. Address for Notice. New Borrower's address for any notice under the Loan Documents is as follows:

9134 Keystone Avenue  
Skokie, Illinois 60067  
Attn: Joel D. Brasch and Mary Anne Brasch

11. Environmental Matters.

11.1 Definitions. For purposes of this Assumption Agreement, "Hazardous Material" means: (a) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601 et seq.; (b) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6902 et seq.; (c) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (d) petroleum or petroleum by-products; (e) any radioactive materials, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et seq., as amended or hereafter amended; (f) asbestos in any form or condition; and (g) lead-based paint hazards, i.e., any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces or impact surfaces that would result in adverse human health effects as established by the appropriate Federal or State agency.

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11.2 Representations and Warranties. New Borrower represents and warrants to the Lender that to the best of New Borrower's knowledge:

(a) Compliance. The Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, are currently in compliance with all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in Paragraph 11.1 above, all as amended and modified from time to time (collectively, "Environmental Laws"). All Hazardous Materials generated or handled on the Property have been or will be disposed of in a lawful manner.

(b) Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred or is occurring on or from the Property. No environmental or public health or safety hazards currently exist as a result of the presence or disposal of Hazardous Materials with respect to the Property or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) have ever been or are present on or under the Property.

(c) Proceedings and Actions. There have been no past, and there are no pending or threatened: (i) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Property, or the disposal or presence of Hazardous Materials, or regarding any Environmental Laws; or (ii) liens or governmental actions, notices of violations, notice of noncompliance or other proceedings of any kind relating to Hazardous Materials or Environmental Laws that could impair the value of the Property, or the priority of the Lender's mortgage lien

11.3 New Borrower's Covenants. New Borrower agrees as follows:

(a) Compliance. The Property, and the use and operation thereof, shall comply with all Environmental Laws. All required governmental permits and licenses shall remain in effect, and New Borrower shall comply therewith. All Hazardous Materials, present, handled or generated on the Property will be disposed of in a lawful manner. The New Borrower will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Property, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

(b) Absence of Hazardous Material. No Hazardous Material shall be introduced to or handled on the Property without thirty (30) days' prior written notice to the Lender.

(c) Proceedings and Actions. New Borrower shall immediately notify the Lender and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Property or compliance with Environmental Laws. New Borrower shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of the Lender. New Borrower shall keep the Property free of any lien imposed pursuant to any Environmental Laws.

(d) Environmental Audit. New Borrower shall provide such information and certifications, which the Lender may reasonably request from time to time to insure New Borrower's compliance with the Assumption Agreement. To investigate New Borrower's compliance with Environmental Laws and with this Assumption Agreement, the Lender or its approved environmental consultant shall have the right, but not the obligation, at any



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time to enter upon the Property, take samples, review books and records of New Borrower, interview the employees and officers of New Borrower, and conduct similar activities. New Borrower shall cooperate in the conduct of such an audit.

11.4 Lender's Right to Rely. Lender is entitled to rely upon New Borrower's representations and warranties contained in this Assumption Agreement despite any independent investigations by Lender or its consultants. New Borrower shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Property and shall have no right to rely upon any environmental investigations or findings made by the Lender or its consultants.

11.5 Indemnifications. The term "Lender's Environmental Liability" shall mean any losses, liabilities, obligations, penalties, claims, litigation demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including reasonable attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against the Lender in connection with or arising from:

(a) any Hazardous Material, on, in, under or affecting all or any portion of the Property, the groundwater under or downgradient from the Property, or any surrounding areas;

(b) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Assumption Agreement;

(c) any violation or claim of violation by New Borrower or Borrower of any Environmental Laws;

(d) the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material; or

(e) any claim by New Borrower or Borrower against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted.

New Borrower agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to the Lender and at New Borrower's sole cost) and hold the Lender free and harmless from and against the Lender's Environmental Liability.

It is expressly understood and agreed that, to the extent that the Lender is strictly liable under any Environmental Laws, New Borrower's obligation to the Lender under this indemnity shall likewise be without regard to fault on the part of New Borrower with respect to the violation or condition which results in liability to Lender.

11.6 Survival. The foregoing indemnification, defense and hold harmless obligations shall survive repayment of the Loans or any transfer of the Property by foreclosure or by a deed in lieu of foreclosure.

## 12. Miscellaneous.

12.1 Contracts. This Assumption Agreement and all related documents shall be deemed to be contracts made and delivered in the state in which the Property is located and shall be governed by and construed in accordance with the laws of such state, except to the extent such laws conflict with the laws of the United States or the regulations governing

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federal savings banks, or would restrict activities otherwise permitted in relation to the operation of federal savings banks.

- 12.2 Entire Agreement. This Assumption Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.
- 12.3 Joint and Several Liability. If this Assumption Agreement is executed by more than one person, firm or corporation as New Borrower, the obligations of each such person, firm or corporation hereunder shall be joint and several. If any entity executing this Assumption Agreement is a general or limited partnership, then a reference herein to Borrower and/or New Borrower, as applicable, shall be deemed to include the partnership's general and/or managing partner(s).
- 12.4 Successors and Assigns. This Assumption Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.
- 12.5 Recitals. The recitals set out herein are incorporated into and made a part of this Assumption Agreement.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Assumption Agreement on the date and year first written above.

**NEW BORROWER:**

JANDM PROPERTIES, LLC – Designated Series Wood, a series of an Illinois limited liability company

By: MANJM, INC., an Illinois corporation, its Manager

By: *Joel G. Brasch*  
Print Name: JOEL G. BRASCH  
Its: VICE PRESIDENT

JANDM PROPERTIES, LLC – Designated Series Marshfield, a series of an Illinois limited liability company

By: MANJM, INC., an Illinois corporation, its Manager

By: *Joel G. Brasch*  
Print Name: JOEL G. BRASCH  
Its: VICE PRESIDENT

JANDM PROPERTIES, LLC – Designated Series Waveland, a series of an Illinois limited liability company

By: MANJM, INC., an Illinois corporation, its Manager

By: *Joel G. Brasch*  
Print Name: JOEL G. BRASCH  
Its: VICE PRESIDENT

JANDM PROPERTIES, LLC – Designated Series Winchester, a series of an Illinois limited liability company

By: MANJM, INC., an Illinois corporation, its Manager

By: *Joel G. Brasch*  
Print Name: JOEL G. BRASCH  
Its: VICE PRESIDENT

**BORROWER:**

MARSHFIELD, LLC, an Illinois limited liability company

By: *Joel G. Brasch*  
Joel G. Brasch, Member

By: *Mary Anne Brasch*  
Mary Anne Brasch, Member

2028 N. WINCHESTER, LLC, an Illinois limited liability company

By: *Joel G. Brasch*  
Joel G. Brasch, Member

By: *Mary Anne Brasch*  
Mary Anne Brasch, Member

1641 W. WAVELAND, L.L.C., an Illinois limited liability company

By: *Joel G. Brasch*  
Joel G. Brasch, Member

By: *Mary Anne Brasch*  
Mary Anne Brasch, Member

1316-18 N. WOOD STREET, LLC, an Illinois limited liability company

By: *Joel G. Brasch*  
Joel G. Brasch, Member

By: *Mary Anne Brasch*  
Mary Anne Brasch, Member



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LENDER:

CITIBANK N.A., a national banking association

By: 

Print Name:

**Vice President  
Commercial Real Estate Finance  
Citibank, N.A.  
500 West Madison Street  
Chicago, IL 60661  
(312) 627-3963  
jim.davis@citigroup.com**

Its:

AGREEMENT IS NOT TO BE EXECUTED UNDER A POWER OF ATTORNEY  
ALL SIGNATURES MUST BE ACKNOWLEDGED

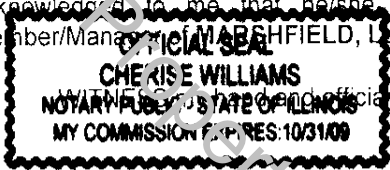
Property of Cook County Clerk's Office

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

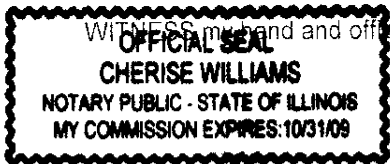
On this 15<sup>th</sup> day of April, 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of MARSHFIELD, LLC, an Illinois limited liability company.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of MARSHFIELD, LLC, an Illinois limited liability company.

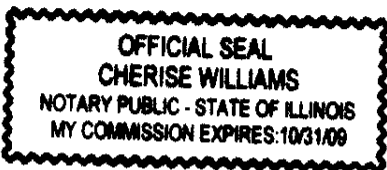


Cherise Williams  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 2028 N. WINCHESTER, LLC, an Illinois limited liability company.

WITNESS my hand and official seal.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Mary A. Brosch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 2028 N. WINCHESTER, LLC, an Illinois limited liability company.

WITNESS my hand and official seal.

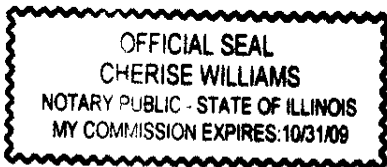


Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Sue Brosch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 1641 W. WAVELAND, L.L.C., an Illinois limited liability company.

WITNESS my hand and official seal.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Mary A. Brosch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 1641 W. WAVELAND, L.L.C., an Illinois limited liability company.

WITNESS my hand and official seal.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

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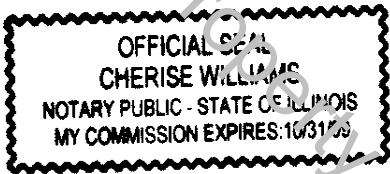
STATE OF ILLINOIS )

COUNTY OF COOK )

SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Joel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 1316-18 N. WOOD STREET, LLC, an Illinois limited liability company.

WITNESS my hand and official seal.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

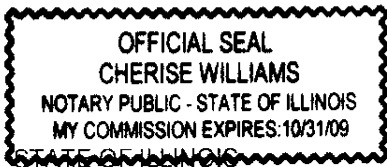
STATE OF ILLINOIS )

COUNTY OF COOK )

SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Mary A. Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as the Member/Manager of 1316-18 N. WOOD STREET, LLC, an Illinois limited liability company.

WITNESS my hand and official seal.



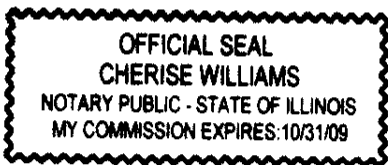
Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

COUNTY OF COOK )

SS:

On this 15 day of April, 2009, before me, a Notary Public in and for said State, personally appeared Joel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as an officer of MANJM, INC., an Illinois corporation, the Manager of Jandm Properties, LLC - Designated Series Wood.

WITNESS my hand and official seal.



Cherise Williams  
Notary Public  
My Commission Expires: 10/31/09

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STATE OF ILLINOIS

COUNTY OF Cook

SS:

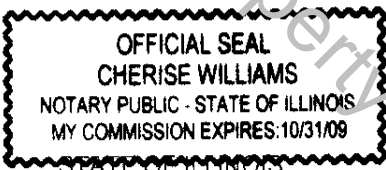
On this 15 day of April 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as an officer of MANJM, INC., an Illinois corporation, the Manager of Jandm Properties, LLC - Designated Series Marshfield.

WITNESS my hand and official seal.

Cherise Williams

Notary Public

My Commission Expires: 10/31/09



STATE OF ILLINOIS

COUNTY OF Cook

SS:

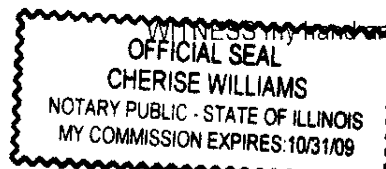
On this 15 day of April 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as an officer of MANJM, INC., an Illinois corporation, the Manager of Jandm Properties, LLC - Designated Series Waveland.

WITNESS my hand and official seal.

Cherise Williams

Notary Public

My Commission Expires: 10/31/09



STATE OF ILLINOIS

COUNTY OF Cook

SS:

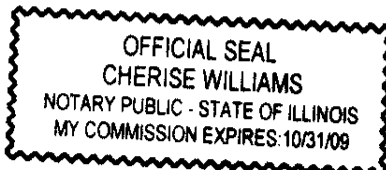
On this 15 day of April 2009, before me, a Notary Public in and for said State, personally appeared Soel Brasch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as an officer of MANJM, INC., an Illinois corporation, the Manager of Jandm Properties, LLC - Designated Series Winchester.

WITNESS my hand and official seal.

Cherise Williams

Notary Public

My Commission Expires: 10/31/09



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

On this 7<sup>th</sup> day of APRIL, 2009, before me, a Notary Public in and for said State, personally appeared JAMES DAVIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity as the Vice President of Citibank, N.A., and that by his/her signature on the instrument, Citibank, N.A., executed the instrument.

WITNESS my hand and official seal.



*Bianca Dominguez*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9.24.09

Property of Cook County Clerk's Office



**UNOFFICIAL COPY****EXHIBIT "A"  
LEGAL DESCRIPTION****PARCEL 1**

LOT 48 IN FRANK NOWAK'S SUBDIVISION OF BLOCK 26 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

Address: 1641 W. Waveland, Chicago, Illinois  
Tax Parcel Number: 14-19-231-016

**PARCEL 2**

LOT 17 IN BLOCK 4 IN FULLERTON'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND NORTHWESTERN RAILROAD AND OF THAT PART LYING WEST OF SAID RAILWAY AND EAST CLYBOURN AVENUE IN COOK COUNTY, ILLINOIS.

Address: 2519 N. Marshfield Avenue, Chicago, Illinois  
Tax Parcel Number: 14-30-408-016

**PARCEL 3**

LOT 53 IN BLOCK 40 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2028 N. Winchester Avenue, Chicago, Illinois  
Tax Parcel Number: 14-31-213-028

**PARCEL 4**

THE SOUTHWESTERLY 45 FEET OF LOTS 12 TO 14 IN BLOCK 1 IN PICKETS ADDITION TO CHICAGO, SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 12 (SAID CORNER BEING THE NORTHEASTERLY INTERSECTION OF WOOD STREET AND WICKER PARK STREET), THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF WOOD STREET 45 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF WICKER PARK STREET 80 FEET MORE OR LESS, TO THE WESTERLY LINE OF LOT 14 IN BLOCK 1 AFORESAID; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 14, 45 FEET MORE OR LESS, TO THE NORTHERLY LINE OF WICKER PARK STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF WICKER PARK STREET 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Address: 1316-18 N. Wood Street, Chicago, Illinois  
Tax Parcel Number: 17-06-218-028