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**FIRST AMENDMENT TO CONSTRUCTION LOAN
AGREEMENT, MORTGAGE NOTE, MORTGAGE, ASSIGNMENT OF
LEASES AND SECURITY AGREEMENT, AND OTHER LOAN DOCUMENTS**

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS ("First Amendment") is entered into as of the 30th day of August, 1989, by and between YONDORF PARTNERS, an Illinois general partnership ("Yondorf"), KENNETH LEWIS, JAMES COYNE, TIMOTHY GLASCOTT and JAMES GAUDINEER (individually and collectively "Partners") and AFFILIATED BANK/NORTH SHORE NATIONAL ("Lender").

RECITALS:

A. Yondorf, the Partners and Lender entered into a certain Construction Loan Agreement, dated November 21, 1988, ("Loan Agreement"), pursuant to which, among other things, Lender agreed to loan to Yondorf, an amount not to exceed Three Million Dollars (\$3,000,000.00) in the aggregate ("Original Loan") for the purposes of and upon the terms and subject to the conditions contained in the Loan Agreement. Yondorf owns good and marketable fee simple title to the improved property located at 742-59 West North Avenue in Chicago, Illinois and legally described in Exhibit A attached hereto and made a part hereof ("Property"). The Loan Agreement provides, among other things, that the proceeds of the Original Loan are to be used by Borrower to finance the restoration and rehabilitation of the Property.

B. The Original Loan is evidenced by a certain Mortgage Note, dated November 21, 1988 ("Note") made by Yondorf and payable to the order of Lender in the principal amount of Three Million and No/100 (\$3,000,000.00) Dollars.

DEPT. OF RECORDING \$20.00
TRAN 1197 09/20/89 15:11:00
7477 89-444862
COOK COUNTY RECORDER

This Instrument prepared by
and upon recording shall be
returned to:

David S. Mann
McBride Baker & Coles
Northwestern Atrium Center
500 West Madison Street
40th Floor
Chicago, Illinois 60606
(312) 715-5700

Box 184

89444862

20⁰⁰
MARK

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THIS AGREEMENT TO ASSIGNMENT OF FIRST MORTGAGE INTEREST IN REAL ESTATE, MORTGAGE NOTE, MORTGAGE ASSIGNMENT, LEASER AND SECURITY AGREEMENT, AND FIRST MORTGAGE INTEREST ASSIGNMENT TO ASSIGNEE

THIS FIRST AGREEMENT TO ASSIGNMENT OF FIRST MORTGAGE INTEREST IN REAL ESTATE, MORTGAGE NOTE, MORTGAGE ASSIGNMENT, LEASER AND SECURITY AGREEMENT, AND FIRST MORTGAGE INTEREST ASSIGNMENT TO ASSIGNEE (THIS AGREEMENT) is made this 1st day of August, 1988, by and between (1) MORTGAGEE, a corporation organized under the laws of the State of Illinois, with its principal office at 1000 North Dearborn Street, Chicago, Illinois 60610, and (2) ASSIGNEE, a corporation organized under the laws of the State of Illinois, with its principal office at 1000 North Dearborn Street, Chicago, Illinois 60610, and their respective heirs, assigns and legal representatives, collectively ("Parties").

ARTICLE I

1.1. The Parties hereby agree that the certain Commercial Real Estate located at 1000 North Dearborn Street, Chicago, Illinois 60610, hereinafter referred to as the "Property", is subject to a first mortgage loan to the Mortgagee, as evidenced by a certain Mortgage Note, dated August 1, 1988, in the amount of \$3,000,000.00, and upon the terms and conditions contained in the Mortgage Note and the Mortgage Assignment, which are hereby incorporated by reference into this Agreement. The Parties agree that the proceeds of the Original Loan are to be used by the Mortgagee to finance the acquisition and rehabilitation of the Property.

1.2. The Original Loan is evidenced by a certain Mortgage Note, dated November 1, 1988, in the amount of \$3,000,000.00, and payable to the order of the Mortgagee, in the amount of \$3,000,000.00, and the Mortgagee shall be deemed to have assigned to the Assignee all of its right, title and interest in and to the Property, together with all of its right, title and interest in and to the proceeds of the Original Loan, as of the date hereof.

This instrument prepared by and upon recording shall be returned to:

David S. Mann
Mortgage Bank & Loans
Northwestern Allium Center
200 West Madison Street
40th Floor
Chicago, Illinois 60606
(312) 717-2100

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C. The Note is secured by, among others, the following documents, each dated November 21, 1988 (collectively, "Loan Documents"):

(i) Mortgage, Assignment of Leases and Security Agreement ("Mortgage") made by the Yondorf to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 29, 1988 as Document No. 88548653;

(ii) Assignment of Rents made by Yondorf to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 29, 1989 as Document No. 88548654; and

(iii) Assignment of Plans, Specifications, Developer's Rights, Construction and Service Contracts made by Yondorf to Lender.

D. Pursuant to a certain Guaranty of Note and Mortgage, dated November 21, 1988 ("Guaranty") made by the Partners in favor of Lender, the Partners jointly and severally guaranteed, subject to limitations contained therein, (i) the payment by Yondorf of the amounts provided for in the Note, the Loan Agreement, the Mortgage and other Loan Documents, and (ii) the performance by Yondorf of the covenants to be performed and observed by Yondorf pursuant to the provisions thereof.

E. Yondorf has requested that Lender increase the maximum aggregate amount of the Original Loan from \$3,000,000.00 to \$3,570,000.00 which the Lender is willing to do subject to Yondorf and the Partners agreeing to the terms and conditions contained in this First Amendment (the Original Loan as so amended being hereinafter referred to as the "Amended Loan").

NOW, THEREFORE, in order to induce Lender to increase the amount of the Original Loan from \$3,000,000.00 to \$3,570,000.00, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Yondorf, the Partners and Lender hereby agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof and, except as otherwise expressly provided herein, all terms used herein shall have the same meanings ascribed to such terms in the Loan Agreement.

2. Yondorf hereby confirms and certifies to Lender that each representation and warranty contained in the Loan

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1. The Note is secured by a deed of trust and assignment of rents, each dated November 21, 1958 (collectively, "Documents").

(i) Mortgage, Assignment of Rents and Assignment Agreement ("Mortgage") made by the Vendor to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 19, 1958 as Document No. 88248524.

(ii) Assignment of Rents made by Vendor to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 19, 1958 as Document No. 88248524.

(iii) Assignment of Rents made by Vendor to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 19, 1958 as Document No. 88248524.

2. Pursuant to a certain deed of trust and assignment of rents dated November 21, 1958 ("Deed") made by the Vendor in favor of Lender, the Vendor holds and retains an undivided subject to limitations contained therein in the land in Cook County of the county aforesaid, and the Vendor has performed by Vendor of the obligations of the Deed and observed by Lender pursuant to the provisions thereof.

3. Vendor has requested that Lender pay to Vendor the amount of the principal loan of \$23,827.00 plus interest to the date of payment of the loan and the cost of recording the Deed and the other documents and the taxes and charges thereon, and the other expenses incurred by Vendor in connection with the "Deed" and the other documents referred to in this Agreement.

4. WHEREFORE, in order to induce Lender to perform the obligations of the Deed, the Vendor has agreed to pay to Lender the amount of the principal loan of \$23,827.00 plus interest to the date of payment of the loan and the cost of recording the Deed and the other documents and the taxes and charges thereon, and the other expenses incurred by Vendor in connection with the "Deed" and the other documents referred to in this Agreement.

5. The Recitals set forth above are hereby incorporated herein and made a part hereof, and except as otherwise expressly provided herein, all terms used herein shall have the same meanings ascribed to such terms in the Deed and the other documents referred to in this Agreement.

6. Vendor hereby certifies and warrants to Lender that each representation and warranty contained in the Deed

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Agreement is true, complete and correct in all respects as of the date hereof.

3. The number "\$3,000,000.00" contained in paragraph A of the Recitals in the Loan Agreement is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.

4. The principal amount of the Note is hereby increased from Three Million Dollars (\$3,000,000.00) to Three Million Five Hundred Seventy Thousand Dollars (\$3,570,000.00).

5. The number "\$3,000,000.00" contained in the first "WHEREAS" clause of the Mortgage is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.

6. The number "\$3,000,000.00" contained in the second unnumbered paragraph of the Assignment of Rents is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.

7. The number "\$3,000,000.00" contained in the third "WHEREAS" clause of the Guaranty is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.

8. The obligations of Lender to amend the Loan shall be subject to Yondorf and the Partners delivering or causing to be delivered to Lender the following items, all of which shall be in a form and substance acceptable to the Lender:

- (a) this First Amendment duly executed by Yondorf and the Partners; and
- (b) an endorsement to the Loan Policy issued by the Chicago Title Insurance Company, No. 71-85-722, describing the insured Mortgage thereunder as including this First Amendment, extending the effective date of the Loan Policy to the date of the recording of this First Amendment and increasing the amount of insurance under the Title Policy to \$3,570,000.

9. In addition to the loan expenses described in the Loan Agreement, the Note, and the Loan Documents, Yondorf and the Partners hereby agree to pay all expenses, charges, costs and fees hereby relating to this First Amendment, including Lender's attorneys' fees in connection with the negotiation and documentation of the agreements contained in this First Amendment, all recording fees and charges, title insurance charges and premiums,

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agreement as to the complete and correct in all respects as of the date hereof.

The number "83,570,000" contained in the agreement is hereby assigned to the number "83,570,000" as hereby substituted in the agreement.

The principal amount of the note is hereby assigned from Three Million Dollars (\$3,000,000.00) to Three Million Dollars (\$3,000,000.00) as hereby substituted in the agreement.

The number "83,570,000" contained in the agreement is hereby assigned to the number "83,570,000" as hereby substituted in the agreement.

The number "83,570,000" contained in the agreement is hereby assigned to the number "83,570,000" as hereby substituted in the agreement.

The number "83,570,000" contained in the agreement is hereby assigned to the number "83,570,000" as hereby substituted in the agreement.

The number "83,570,000" contained in the agreement is hereby assigned to the number "83,570,000" as hereby substituted in the agreement.

(a) This First Amendment is made in full and final settlement of all claims and demands of the parties hereto.

(b) In addition to the other amendments made by this First Amendment, the parties hereto have agreed to amend the agreement as to the principal amount of the note, the interest rate, the maturity date, and the place of payment of the note, as follows: The principal amount of the note is hereby assigned from Three Million Dollars (\$3,000,000.00) to Three Million Dollars (\$3,000,000.00) as hereby substituted in the agreement. The interest rate is hereby assigned from 10% to 12% as hereby substituted in the agreement. The maturity date of the note is hereby assigned from 12/31/2010 to 12/31/2011 as hereby substituted in the agreement. The place of payment of the note is hereby assigned from New York, New York to Chicago, Illinois as hereby substituted in the agreement.

In addition to the other amendments made by this First Amendment, the parties hereto have agreed to amend the agreement as to the principal amount of the note, the interest rate, the maturity date, and the place of payment of the note, as follows: The principal amount of the note is hereby assigned from Three Million Dollars (\$3,000,000.00) to Three Million Dollars (\$3,000,000.00) as hereby substituted in the agreement. The interest rate is hereby assigned from 10% to 12% as hereby substituted in the agreement. The maturity date of the note is hereby assigned from 12/31/2010 to 12/31/2011 as hereby substituted in the agreement. The place of payment of the note is hereby assigned from New York, New York to Chicago, Illinois as hereby substituted in the agreement.

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and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this First Amendment.

10. All references to the Loan Agreement contained in the Note, the Guaranty and the Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Loan Agreement as amended by this First Amendment.

11. All references to the Note contained in the Loan Agreement, the Guaranty and the Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Note as amended by this First Amendment.

12. All references to the Mortgage contained in the Loan Agreement, the Note, the Guaranty, and other Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Mortgage as amended by this First Amendment.

13. All references to the Assignment of Rents contained in the Loan Agreement, the Note, Guaranty and the Loan Documents, all as amended by the First Amendment, shall be deemed to refer to the Assignment of Rents as amended by this First Amendment.

14. All references to the Guaranty contained in the Loan Agreement, the Note and the Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Guaranty as amended by this First Amendment.

15. Yondorf and each of the Partners represent and warrant to Lender that each has full power and authority to execute and deliver this First Amendment and to perform its or his respective obligations hereunder. Upon the execution and delivery hereof, this First Amendment will be valid, binding and enforceable upon Yondorf and each of the Partners in accordance with its terms. Execution of this First Amendment does not and will not contravene, conflict with, violate or constitute a default under any agreement, indenture or instrument to which Yondorf or any of the Partners is a party or is bound.

16. Yondorf and each of the Partners represent and warrant to Lender that no default or event or condition which would become a default with the giving of notice or passage of time, or both, exists under the Loan Agreement, the Note, the Mortgage, the Guaranty or any of the Loan Documents.

17. There is no condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or

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and all other expenses, charges and fees related to in or
incurred by the terms of this First Amendment.

10. All references to the Loan Agreement contained in
the Note, the Guaranty and the Loan Documents, all as amended by
this First Amendment, shall be deemed to refer to the Loan
Agreement as amended by this First Amendment.

11. All references to the Note contained in the Loan
Agreement, the Guaranty and the Loan Documents, all as amended by
this First Amendment, shall be deemed to refer to the Note as
amended by this First Amendment.

12. All references to the Mortgage contained in the
Loan Agreement, the Note, the Guaranty, and this First Amendment,
all as amended by this First Amendment, shall be deemed to refer
to the Mortgage as amended by this First Amendment.

13. All references to the Assignment of Receivables contained
in the Loan Agreement, the Note, the Guaranty and the Loan Documents
all as amended by this First Amendment, shall be deemed to refer
to the Assignment of Receivables as amended by this First Amendment.

14. All references to the Guaranty contained in the
Loan Agreement, the Note and the Loan Documents, all as amended
by this First Amendment, shall be deemed to refer to the Guaranty
as amended by this First Amendment.

15. Yonkers and each of the Partners represent and
warrant to lender that each has full power and authority to
execute and deliver this First Amendment and to perform and
his respective obligations hereunder. From the execution and
delivery hereof, this First Amendment will be valid, binding and
enforceable upon Yonkers and each of the Partners in accordance
with its terms. Execution of this First Amendment by Yonkers and
each of the Partners, together with the execution of this
First Amendment under any agreement, instrument or document, shall
constitute a complete and exclusive discharge of all obligations
of Yonkers or any of the Partners to or for the lender.

16. Yonkers and each of the Partners represent and
warrant to lender that no default or event of default shall
become a default with the giving of notice or passage of
time, or both, under the Loan Agreement, the Note, the
Mortgage, the Assignment of Receivables or any of the Loan Documents.

17. There is no litigation, arbitration, or administrative
proceeding, or any litigation, arbitration, administrative or
administrative proceedings, actions, arbitrations, claims or

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demands pending or threatened effecting Yondorf, any of the Partners or the Property which would prevent Yondorf or the Partners from complying with or performing its or his respective obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, all as amended by this First Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

18. Yondorf hereby ratifies and confirms its liabilities and obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and the other Loan Documents, all as amended by this First Amendment, and the liens and security interests created hereby and thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of its obligations and liabilities under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, all as amended by this First Amendment.

19. Each Partner hereby consents to the execution and delivery by Yondorf of this First Amendment. Each Partner hereby ratifies and confirms his liabilities and obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, as amended by this First Amendment, and each acknowledges that he has no defenses, claims, or set-offs, to the enforcement of the liabilities and obligations of each Partner to Lender under the above.

20. This First Amendment shall be binding on Yondorf and each of the Partners and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of Yondorf and the Partners under this First Amendment shall be joint and several and in accordance with their respective obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents.

21. Except as expressly provided herein, the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents shall remain in full force and effect in accordance with their respective terms.

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17. The parties hereto have agreed to amend the Loan Agreement, the Note, the Mortgage, the Guaranty and other loan documents, all as amended by this First Amendment, with the time limit set forth therein for the completion of performance, and to have for any amendments...

18. The parties hereto have agreed to amend the Loan Agreement, the Note, the Mortgage, the Guaranty and other loan documents, all as amended by this First Amendment, with the time limit set forth therein for the completion of performance, and to have for any amendments...

19. The parties hereto have agreed to amend the Loan Agreement, the Note, the Mortgage, the Guaranty and other loan documents, all as amended by this First Amendment, with the time limit set forth therein for the completion of performance, and to have for any amendments...

20. The parties hereto have agreed to amend the Loan Agreement, the Note, the Mortgage, the Guaranty and other loan documents, all as amended by this First Amendment, with the time limit set forth therein for the completion of performance, and to have for any amendments...

21. Except as expressly provided herein, the Loan Agreement, the Note, the Mortgage, the Guaranty and other loan documents shall remain in full force and effect in accordance with their respective terms.

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IN WITNESS WHEREOF, this First Amendment has been entered into as of the date first above written.

LENDER:

AFFILIATED BANK/NORTH SHORE
NATIONAL

By: *Francis Bassak*

Its: VICE PRESIDENT

Attest:

By: *Frances Powers*

Its: COMMERCIAL LOAN OFFICER

BORROWER:

YONDORF PARTNERS,
an Illinois general partnership

By: *Kenneth Lewis*

Kenneth Lewis

James Coyne
James Coyne

Timothy Glascott
Timothy Glascott

James Gaudineer
James Gaudineer

individually and as all of
the partners of the
aforesaid partnership

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IN WITNESS WHEREOF, this First Agreement has been entered into as of the date first above written.

DEBORAH

LESTER

APPLICANT (BORROWER)
an Illinois general partnership

APPLICANT (LENDER)
NATIONAL AFFILIATED BANKERS SHORE

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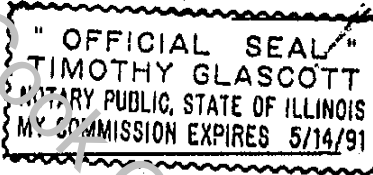
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STATE OF ILLINOIS)
COUNTY OF cool) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that KENNETH LEWIS 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 5 day of September, 1989.



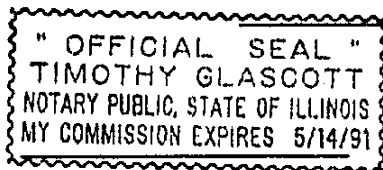
Timothy Glascott
NOTARY PUBLIC

My Commission expires

STATE OF ILLINOIS)
COUNTY OF cool) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES COYNE 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 5 day of September, 1989.



Timothy Glascott
NOTARY PUBLIC

My Commission expires

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STATE OF ILLINOIS)

22

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that KENNETH EDWIN... to be the same person whose name is mentioned in the foregoing instrument, appeared before me this day in person and acknowledged that he is a partner of Robert... Illinois general partnership, and that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the use and purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, 1939.

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STATE OF ILLINOIS)

22

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that... to be the same person whose name is mentioned in the foregoing instrument, appeared before me this day in person and acknowledged that he is a partner of Robert... Illinois general partnership, and that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the use and purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, 1939.

My Commission Expires

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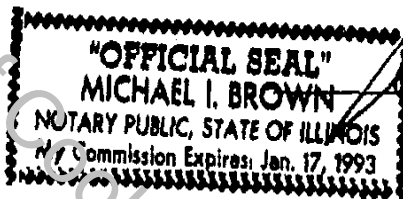
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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that TIMOTHY GLASCOTT 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 5 day of September, 1989.



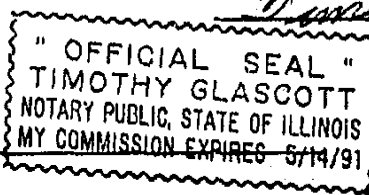
Michael Brown
NOTARY PUBLIC

My Commission expires _____

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES GAUDINEER 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 5 day of September, 1989.



Timothy Glascott
NOTARY PUBLIC

My Commission expires _____

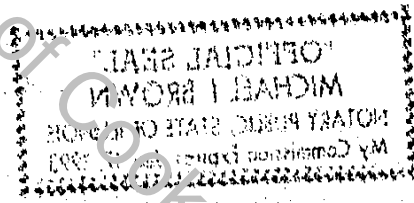
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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES W. BROWN 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 is a partner in Yorkford Partnership, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 1987.

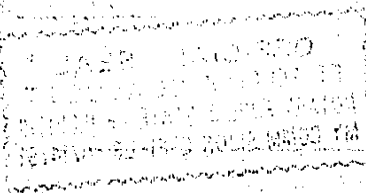


My Commission Expires _____

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES W. BROWN 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 is a partner in Yorkford Partnership, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 1987.



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 and State, do hereby certify that JOAN M. BASSAK and FRANCES POWERS, respectively, of AFFILIATED BANK/NORTH SHORE NATIONAL 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 they signed, sealed, and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of said association for the use and purpose therein set forth.

GIVEN under my hand and notarial seal this 13th day of SEPTEMBER, 1989.



NOTARY PUBLIC

My Commission expires _____



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STATE OF ILLINOIS

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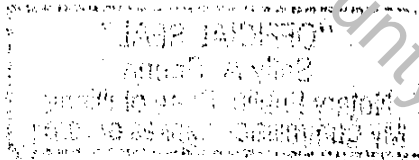
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that _____ and _____, both of legal age and of sound mind, have appeared before me this day in person and acknowledged to me that they have executed the foregoing instrument of writing for the purposes and consideration therein expressed, and as the free and voluntary act and deed of each of them, and as the true and lawful intention of each of them, for the use and purpose therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19____.

NOTARY PUBLIC

My Commission Expires _____



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EXHIBIT A

THE PROPERTY

LOTS 39 THRU 45 (EXCEPT THOSE PARTS OF LOTS 39 AND 40 CONVEYED TO THE NORTHWESTERN ELEVATED RAILROAD COMPANY FOR RIGHT OF WAY PURPOSES BY QUIT CLAIM DEEDS RECORDED ON DECEMBER 29, 1898 AS DOCUMENT NUMBERS 2768868 AND 2768943 AND EXCEPT THE SOUTH 5 FT. OF THE SOUTH 34 FT. OF LOTS 39 AND 40 AND EXCEPT THE SOUTH 5 FT. OF THE SOUTH 33 FT. OF LOTS 41, 42 AND 43 AND EXCEPT THAT PART OF LOT 41 CONVEYED TO CLARENCE BUCKINGHAM BY WARRANTY DEED RECORDED NOVEMBER 31, 1895 IN BOOK 5548, PAGE 47 AS DOCUMENT 2306978) IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 14-33-313-06b, 073, and 074

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