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94766702

**PLAT**

8-30-94

SEE PLAT BOOKS

Property of Cook County Clerk's Office

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94766702

This instrument prepared by and after recording, mail to:

Kenneth W. Bosworth, Esq.  
Shelsky & Froelich Ltd.  
444 North Michigan Avenue  
Suite 2300  
Chicago, Illinois 60611

**PLAT WITH THIS DOCUMENT**

DEPT-01 RECORDING \$237.00  
46666 TRAN 5679 08/30/94 15:26:00  
6726 LC # - 94-766702  
COOK COUNTY RECORDER

FIRST AMENDMENT TO THE

DECLARATION OF CONDOMINIUM

PURSUANT TO THE

CONDOMINIUM PROPERTY ACT

NORTHGATE PIER CONDOMINIUM

**PLAT WITH THIS DOCUMENT**

94766702

RECORDING FEE \$ 237.00  
DATE 8/30/94 COPIES 6  
OK MK

94-0136

Will  
Call

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This First Amendment to the Declaration of Condominium Pursuant to the Condominium Property Act, Northgate Pier Condominium ("Amendment"), dated this 26<sup>th</sup> day of August, 1994, is made by American National Bank and Trust Company of Chicago as successor to Lake Shore National Bank, as Trustee under Trust Agreement dated September 21, 1992 and known as Trust No. 6919 (herein the "Declarant") and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 29, 1990, also known as Trust No. 11-206604 (herein the "Co-Declarant").

## WITNESSETH:

WHEREAS, by that certain Declaration of Condominium Pursuant to the Condominium Property Act, Northgate Pier Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 17, 1993 as Document No. 03037990, the Declarant submitted certain real estate more particularly described in Appendix A to the Declaration to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, pursuant to Article 28 of the Declaration, the Declarant reserved the right and option to add certain additional property to the Condominium; and

WHEREAS, acting pursuant to the provisions of Article 28 of the Declaration, the Declarant intends to add that certain improved real property depicted on the survey attached hereto as Exhibit A and incorporated herein by this reference (the "Additional Parcel") to the Condominium; and

WHEREAS, the Additional Parcel is owned in fee simple by the Co-Declarant; and

WHEREAS, the Co-Declarant intends to and does hereby submit the Additional Parcel together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Act pursuant to the Declaration.

NOW THEREFORE, the Declarant and Co-Declarant hereby submit the Additional Parcel to the terms and conditions of the Declaration and the Act and hereby amend the Declaration as follows:

1. The Additional Parcel is hereby added to the Property (as defined in the Declaration) and is hereby submitted to the provisions of the Act as part of the Condominium in accordance with, and to be governed in all respects by, the terms and provisions of the Declaration.

2. The term "Declarant" as used in the Declaration shall mean the Declarant with respect to 7641-49 North Eastlake Terrace and the Co-Declarant with respect to 7631-39 North Eastlake Terrace.

3. The term "Developer" as used in the Declaration shall mean Sheridan Eastlake-III Limited Partnership with respect to 7641-49 North Eastlake Terrace and Sheridan Eastlake-II Limited Partnership with respect to 7631-39 North Eastlake Terrace.

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4. Appendix "A" of the Declaration, setting forth the legal description of the real estate which has been submitted to the Act, is hereby amended in its entirety to read as the legal description provided in Exhibit "B" attached hereto and incorporated herein as if fully set forth herein which shall be substituted in its place.

5. Appendix "A-1" of the Declaration setting forth the Unit Descriptions is hereby amended in its entirety to read as provided in Exhibit "C" attached hereto and incorporated herein as if fully set forth herein which shall be substituted in its place.

6. Exhibit "D" of the Declaration setting forth the Plat of Survey of the Real Estate which has been submitted to the Act, is hereby amended by adding the survey attached hereto as Exhibit "A".

7. Appendix "B" of the Declaration setting forth the percentage of interest of each of the Units in the Common Elements, is hereby amended in its entirety to read as set forth in Appendix B-1 attached hereto and incorporated herein as if fully set forth herein, which shall be substituted in its place.

8. The additional Common Elements contained in the Additional Parcel are hereby granted and conveyed to the grantees of all Units, including the grantees of Units heretofore conveyed, all as set forth in the Declaration, which is hereby reaffirmed and ratified as to said Common Elements.

9. That all general provisions as to Units and Common Elements contained in the Declaration shall apply to the Additional Property submitted hereby.

10. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

11. This Amendment is executed by American National Bank and Trust Company of Chicago ("ANB 1"), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and ANB 1 hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Amendment that ANB 1, as Trustee as aforesaid, and not personally, has joined in the execution of this Amendment for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 6919 to the terms of this Amendment; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by ANB 1, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed, and discharged by the beneficiaries under said Trust No. 6919 or their successors, and not by ANB 1 personally; and further, that no duty shall rest upon ANB 1 either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Amendment, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 6919 after the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this section and the remainder of the Amendment, on any questions or apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

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12. This Amendment is executed by American National Bank and Trust Company of Chicago ("ANB"), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and ANB hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Amendment that ANB, as Trustee as aforesaid, and not personally, has joined in the execution of this Amendment for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 11-206604 to the terms of this Amendment; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by ANB, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed, and discharged by the beneficiaries under said Trust No. 11-206604 or their successors, and not by ANB personally; and further, that no duty shall rest upon ANB either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Amendment, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 11-206604 after the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this section and the remainder of the Amendment, on any questions or apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said American National Bank and Trust Company of Chicago, as Trustee aforesaid and the said American National Bank and Trust Company of Chicago, as Trustee aforesaid, have caused their names to be signed to these presents on the day and year first written above.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid, as Successor to Lake Shore National Bank

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

19  
11-206604

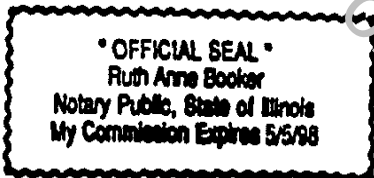
9 178 5702

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.  
RUTH ANNE BOOKER )

Gregory S. Kasprzyk, a Notary Public in and for the County and State aforesaid, do hereby certify that Gregory S. Kasprzyk, as Second Vice President of American National Bank and Trust Company of Chicago and J. Michael White, as ASSISTANT SECRETARY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Gregory S. Kasprzyk did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of August, 1994.



Ruth Anne Booker  
Notary Public

My commission expires 5/5/98

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

Ruth Anne Booker, a Notary Public in and for the County and State aforesaid, do hereby certify that Gregory S. Kasprzyk, as Second Vice President of American National Bank and Trust Company of Chicago and J. Michael White, as ASSISTANT SECRETARY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Gregory S. Kasprzyk did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of August, 1994.



Ruth Anne Booker  
Notary Public

My commission expires 5/5/98

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APPENDIX B-1

(Page 1 of 2)

## PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

7631-1A	1.8634%
2A	1.1208%
3A	1.1208%
1B	1.1208%
2B	1.1208%
3B	1.1208%
1C	1.6252%
2C	1.1208%
3C	1.1208%
1D	1.1208%
2D	1.1208%
3D	1.1208%
1E	1.3310%
2EF	2.2417%
3EF	2.2417%
1F	2.5219%
7639-1A	1.8634%
2A	1.1909%
3A	1.1909%
1B	1.1909%
2B	1.1909%
3B	1.1909%
1C	1.7653%
2C	1.1909%
3C	1.1909%
1D	1.1909%
2D	1.1909%
3D	1.1909%
1E	1.7653%
2E	1.1909%
3E	1.1909%
1F	1.4011%
2F	1.5412%
3F	1.5412%

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APPENDIX B-1 (Page 2 of 2)

## PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

7641-1A	1.8004%
2A	1.1349%
3A	1.1349%
1B	1.1909%
2B	1.1909%
3B	1.1909%
1C	1.7653%
2C	1.1909%
3C	1.1909%
1D	1.1909%
2D	1.1909%
3D	1.1909%
1E	1.7583%
2E	1.1909%
3E	1.1909%
LF	1.4851%
1F	1.5972%
2F	1.5972%
3F	1.5972%
7649-1A	1.8704%
2A	1.2049%
3A	1.2049%
1B	1.1909%
2B	1.1909%
3B	1.1909%
1C	1.7863%
2C	1.1909%
3C	1.1909%
1D	1.1909%
2D	1.1909%
3D	1.1909%
1E	1.7582%
2E	1.1909%
3E	1.1909%
LF	1.4361%
1F	1.4361%
2F	1.4361%
3F	1.4361%
	100.0000%

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9 4 7 6 8 7 0 2

## EXHIBIT B

LOT 2 TOGETHER WITH ALL ACCRETIONS THERETO IN THE SUBDIVISION OF BLOCK 1 IN BIRCHWOOD BEACH IN THE WEST 1/2 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 3 IN THE SUBDIVISION OF BLOCK 1 IN BIRCHWOOD BEACH IN THE WEST 1/2 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT C

UNIT NUMBERS 7641-1A, 7641-2A, 7641-3A, 7641-1B, 7641-2B, 7641-3B, 7641-1C, 7641-2C, 7641-3C, 7641-1D, 7641-2D, 7641-3D, 7641-1E, 7641-2E, 7641-3E, 7641-1F, 7641-2F, 7641-3F, 7649-1A, 7649-2A, 7649-3A, 7649-1B, 7649-2B, 7649-3B, 7649-1C, 7649-2C, 7649-3C, 7649-1D, 7649-2D, 7649-3D, 7649-1E, 7649-2E, 7649-3E, 7649-1F, 7649-2F, and 7649-3F AND 7631-1A, 7631-2A, 7631-3A, 7631-1B, 7631-2B, 7631-3B, 7631-1C, 7631-2C, 7631-3C, 7631-1D, 7631-2D, 7631-3D, 7631-1E, 7631-2E, 7631-3E, 7631-1F, 7631-2F, 7631-3F, 7639-1A, 7639-2A, 7639-3A, 7639-1B, 7639-2B, 7639-3B, 7639-1C, 7639-2C, 7639-3C, 7639-1D, 7639-2D, 7639-3D, 7639-1E, 7639-2E, 7639-3E, 7639-1F, 7639-2F, and 7639-3F IN THE NORTHGATE PIER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 2 AND 3 IN THE SUBDIVISION OF BLOCK 1 IN BIRCHWOOD BEACH IN THE WEST 1/2 OF FRACTIONAL SECTION 29, TOWNSHIP 41 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 NO. 03037990, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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## CERTIFICATE

The undersigned hereby certifies that prior to the execution by the undersigned or its agent of any agreement for the sale of a Unit, as that term is defined in the DECLARATION OF CONDOMINIUM, PURSUANT TO THE CONDOMINIUM PROPERTY ACT, NORTHGATE PIER CONDOMINIUM, a copy of a notice of intent to submit the property to the Illinois Condominium Property Act, as that term is described in said Act, was furnished to all persons, if any, who are tenants in the Building (7631-39 North Eastlake Terrace, Chicago, Illinois), as that term is defined in said Act, as of the date the notice was furnished.

94786702

SHERIDAN EASTLAKE - II LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: Capstone Partners, an Illinois  
limited partnership, its general  
partner

By: Paul Goguen  
Paul Goguen, one of its general  
partners

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## CONSENT OF MORTGAGEE

Calumet Federal Savings and Loan Association of Chicago, as Mortgagee under a note on the property dated July 26, 1994 secured by a Mortgage of even date therewith recorded with the Recorder of Deeds of Cook County, Illinois, on July 27, 1994 as Document No. 94-662243, hereby consents: (1) to the execution and recording of the above and foregoing First Amendment to the Declaration of Condominium, and hereby subordinates said mortgage to the provisions of foregoing First Amendment to the Declaration of Condominium and the Declaration of Condominium and the Condominium Property Act of the State of Illinois (the "Act"), and (2) to any further Amendments to the Declaration.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed on its behalf at Dolton, Illinois, on this 26th day of August, 1994.

94786702

CALUMET FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF CHICAGO

By:

Lorraine Straka  
Lorraine Straka  
Vice President

By:

Susan M. Linkus  
Susan M. Linkus  
Secretary