

# UNOFFICIAL COPY

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## NINTH AMENDMENT TO MORTGAGE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS

THIS NINTH AMENDMENT TO MORTGAGE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS is made as of the 23 day of January, 1995 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated July 1, 1987, and known as Trust No. 102964-08 (the "Trust") and LAKE RIVER OAKS PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), the sole beneficiary of the Trust (the Trust and the Partnership are hereinafter jointly referred to as "Borrower"), ROGER F. RUTTENBERG, DAVID P. BOSSY ("Bossy") and MICHAEL GEORGE ("George") (collectively, the "Guarantors"), and LASALLE NATIONAL BANK (successor to Exchange National Bank of Chicago), a national banking association ("Lender").

### RECITALS:

A. Lender agreed to loan to Borrower an amount not to exceed the sum of \$2,300,000 (the "Loan") pursuant to the terms and conditions set forth in that certain Construction Loan Agreement dated as of September 8, 1987 (the "Original Construction Loan Agreement") executed by Borrower and Lender.

B. The Loan is evidenced by that certain Mortgage Note (the "Original Note") dated September 8, 1987 in the original principal amount of \$2,300,000 made by Borrower and payable to the order of Lender, which Original Note was to have matured on July 31, 1990 (the "Maturity Date").

C. Pursuant to a certain Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "First Amendment") dated as of July 31, 1990 by and among Lender, Borrower and the Guarantors, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on November 1, 1990 as Document No. ~~9053501~~, Lender agreed to, among other things, extend the Maturity Date to February 1, 1991.

DEPT. OF RECORDING 183 00  
INDEXED - INDEX STATE RECORDS 18 00 00  
#6157 5.1.1 M 1995 - 175,982  
COOK COUNTY RECORDER

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Mark B. Buttermann, Esq.  
Schwartz, Cooper Greenberger  
& Krauss, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

P.I.N. 30-19-218-023  
30-19-218-024

Street Address:  
777 River Oaks Drive  
Calumet City, Illinois

Box 15  
DKW

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D. Pursuant to a certain Second Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Second Amendment") dated as of February 1, 1991 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on April 12, 1991 as Document No. 91168598, Lender agreed to, among other things, extend the Maturity Date to December 1, 1991.

E. Pursuant to a certain Third Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Third Amendment") dated as of December 1, 1991 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on January 28, 1992 as Document No. 92053620, Lender agreed to, among other things, extend the Maturity Date to February 1, 1992.

F. Pursuant to a certain Fourth Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Fourth Amendment") dated as of February 1, 1992 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on January 21, 1993 as Document No. 93051350, Lender agreed to, among other things, extend the Maturity Date to October 1, 1992.

G. Pursuant to a certain Fifth Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Fifth Amendment") dated as of October 1, 1992 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on January 19, 1993 as Document No. 93045538, Lender agreed to, among other things, extend the Maturity Date to April 1, 1993.

H. Pursuant to a certain Sixth Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Sixth Amendment") dated as of April 1, 1993 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on July 19, 1993 as Document No. 93555254, Lender agreed to, among other things, extend the Maturity Date to October 1, 1993.

I. Pursuant to a certain Seventh Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Seventh Amendment") dated as of October 1, 1993 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on May 25, 1994 as Document No. 94466552, Lender agreed to, among other things, extend the Maturity Date to April 1, 1994.

J. Pursuant to a certain Eight Amendment to Mortgage Note, Mortgage, Guaranty and Other Loan Documents (the "Eight Amendment") dated April 1, 1994 by and among Lender, Borrower and the Guarantors, and recorded in the Recorder's Office on May 25, 1994 as document No. 94466553, Lender agreed to, among other things, (i) extend the Maturity Date to April 1, 1995, or, contingent upon certain circumstances described in the Eighth Amendment, to extend the Maturity Date to October 1, 1996, and (ii) increase and restate the principal amount due under the Amended Note (as hereinafter defined);

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K. The Original Construction Loan Agreement and the Original Note, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment (collectively, the "Amendments") are referred to herein as the "Amended Construction Loan Agreement" and the "Amended Note," respectively.

L. The Amended Note is secured by the following documents, all of which are dated as of September 8, 1987, and have been amended by the Amendments (except the document described in clause (iv)):

(i) Construction Mortgage and Security Agreement made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495832 creating a first mortgage lien on certain improved real estate located in Calumet City, Illinois and legally described in Exhibit A hereto (the "Property") (said Mortgage, as amended by the Amendments, is hereinafter referred to as the "Amended Mortgage");

(ii) Assignment of Rents and Leases made by Borrower to Lender and recorded in the Recorder's Office on September 9, 1987 as Document No. 87495833;

(iii) Security Agreement (Chattel Mortgage) made by Borrower, as Debtor, to Lender, as Secured Party; and

(iv) Partnership Assignment and Security Agreement dated as of January 22, 1992 (the "Partnership Assignment") by Bossy and George.

The aforementioned documents, as amended, and the Amended Note and the Amended Construction Loan Agreement are hereinafter referred to collectively as the "Amended Loan Documents".

M. Pursuant to a certain Guaranty dated as of September 8, 1987, as amended by the Amendments, (the "Amended Guaranty"), the Guarantors guaranteed (i) the due and punctual payment by Borrower of all amounts provided for in the Amended Note, the Amended Mortgage and the other Amended Loan Documents, and (ii) the due, punctual and full performance by Borrower of all covenants to be performed and observed by Borrower pursuant to the terms of the Amended Note, the Amended Mortgage and the other Amended Loan Documents.

N. As a result of the liquidation by Lender of certain securities pledged to Lender as collateral for the Loan, the outstanding principal balance of the Loan was reduced to \$1,810,561 on December 1, 1992.

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O. The Eighth Amendment provided that the principal amount of the Amended Note was increased to \$2,184,511.61, but in the event that the Aronson Lease (as defined in the Eighth Amendment) was not approved by Lender on or before July 1, 1994, the principal amount of the Amended Note was increased to \$2,084,511.61.

P. Borrower and Aronson did not execute the Aronson Lease (as defined in the Eighth Amendment) on or before July 1, 1994, which was the condition precedent required under the Eighth Amendment to cause an extension of the Maturity Date to October 1, 1996. The sum of \$100,000 of the Improvement Funds (as defined in the Eighth Amendment) which was to have been spent on Tenant Improvement Work (as defined in the Eighth Amendment) pursuant to the Aronson Lease in the event the Aronson Lease was executed on or before July 1, 1994, has not been disbursed. The outstanding principal balance of the Loan on December 1, 1994 was \$2,076,130.98.

Q. Borrower has now executed a lease with Aronson (the "Revised Aronson Lease") and requested that Lender (i) extend the Maturity Date to May 1, 1997, (ii) increase the principal balance of the Loan by \$15,000.00 to \$2,091,130.98 and (iii) provide for the disbursement of Improvement Funds pursuant to the Revised Aronson Lease. Lender has agreed to such extension and increase subject to the terms and conditions hereof.

NOW, THEREFORE, in order to induce Lender to extend the Maturity Date, increase the balance of the Loan and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower, the Guarantors and Lender agree as follows:

1. Recitals. The Recitals set forth above hereby are incorporated herein and made a part hereof.

2. Maturity Date. The Maturity Date is hereby extended from April 1, 1995, to May 1, 1997.

3. Loan Balance. The principal amount of the Amended Note is hereby changed to \$2,091,130.98 which sum is hereby secured by the Amended Loan Documents, which evidence the disbursement by Lender of up to \$15,000.00 of additional disbursement of Loan proceeds ("Improvement Funds") under the terms, conditions and contingencies set forth in paragraph 4 below.

4. Improvement Funds

(i) Provided that no Event of Default or event which with the passage of time or the giving of notice or both would constitute an Event of Default then exists under this Ninth Amendment or the Amended Note, the Amended Mortgage, the Amended

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Construction Loan Agreement or any of the other Amended Loan Documents, Lender shall, upon the terms and subject to the conditions set forth in this paragraph 4, at Borrower's request, disburse Improvement Funds to pay costs incurred in constructing tenant leasehold improvements (hereinafter collectively referred to as the "Tenant Improvement Work") at the Property pursuant to the Revised Aronson Lease in an amount not in excess of \$15,000.00. Improvement Funds shall consist only of such costs incurred for Tenant Improvement Work as are acceptable to Lender in the exercise of its sole discretion, and shall not be disbursed to pay the Borrower, the Guarantors or any entity affiliated with or in which Borrower or Guarantors own any interest. Improvement Funds shall be disbursed not more frequently than once each month and in amounts equal to the actual cost incurred by Borrower for Tenant Improvement Work actually performed; provided, however, in no event shall Borrower be permitted the disbursement of Improvement Funds in respect of any Tenant Improvement Work in amounts in excess of the amounts theretofore approved by Lender with respect to such Tenant Improvement Work for Aronson.

(ii) Prior to the disbursement of any Improvement Funds, Lender shall receive each of the following, all of which shall be in form and substance acceptable to Lender and all of which shall be at the cost and expense of Borrower:

(a) A budget (a "Budget") with respect to the Tenant Improvement Work for which the withdrawal of Improvement Funds is requested, and such Budget shall specifically identify the portion of the cost of such Tenant Improvement Work, as applicable, which Borrower proposes to pay with Improvement Funds, and such Budget, including the portion of the cost of such Tenant Improvement Work, which Borrower proposes to pay with Improvement Funds, shall be subject to Lender's prior written approval in all respects.

(b) Borrower shall deliver to Lender, for Lender's prior written approval, which approval shall not be unreasonably withheld, all documents pertaining to the Tenant Improvement Work for which the withdrawal of Improvement Funds is requested (collectively, the "Construction Documents," all of which shall be deemed "Collateral" under the Loan Documents, including, without limitation, drawings, plans and specifications, bonds, contracts, owner's and contractor's statements, architects' and engineers' certificates, governmental approvals, consents and permits, invoices and all other similar documentation that Lender may deem necessary or expedient, among other things, to verify the quality and timely completion of the subject Tenant Improvement Work and each portion thereof and to insure that title to the Property remains free and clear of all liens and other claims with respect to such work.

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(c) An inspection report from Borrower stating, among other things, that the portion of the Tenant Improvement Work for which the disbursement of Improvement Funds is requested has been fully completed in a good and workmanlike manner and in accordance with all applicable laws, ordinances, and regulations and all Construction Documents previously furnished to and approved by Lender with respect thereto; provided, however, that if Lender, in its reasonable discretion, is not satisfied with the aforesaid report of Borrower's architect, then Lender shall have the right to require that Lender receive, prior to the requested disbursement of Improvement Funds, an inspection report from Lender's independent consultant(s) stating, among other things, that the portion of the Tenant Improvement Work for which the disbursement of Improvement Funds is requested has been fully completed in a good and workmanlike manner and in accordance with all applicable laws, ordinances, and regulations and all Construction Documents previously furnished to and approved by Lender with respect thereto.

(d) Cost breakdowns, contractor and subcontractor breakdowns, sworn owner's and contractor's statements, invoices, lien waivers and other similar items, all relating to the portion of the Tenant Improvement Work for which the disbursement of Improvement Funds is requested.

(e) An endorsement to the policy (the "Loan Policy") of title insurance previously delivered to Lender by Chicago Title Insurance Company insuring the lien of the Mortgage, which endorsement shall be dated as of the date of the disbursement of Improvement Funds, insuring the continued validity and priority of the Mortgage, as amended by this Ninth Amendment increasing the amount of coverage thereunder by the amount so disbursed, and indicating that (i) no intervening liens or other title matters have been recorded against the Property subsequent to the date hereof other than title matters expressly permitted under the Mortgage, as amended by this Ninth Amendment, and the other Loan Documents, as amended by this Ninth Amendment, or (ii) in the event any such lien(s) have been so recorded, insuring Lender against any claim, loss or damage on account thereof,

(f) an acceptance letter from Aronson stating that the Tenant Improvement Work has been completed in compliance with the requirements of its lease with Borrower; and

(g) Such other information and documentation as Lender may reasonably request.

(iii) At such time as Borrower believes it is entitled to disbursement of Improvement Funds in accordance with the provisions hereof, Borrower shall furnish to Lender a written

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request therefor, accompanied by all of the items referred to in Paragraph (ii) above (except for the endorsement(s) to the Loan Policy described in subparagraph (ii) above which may be delivered to Lender concurrently with the disbursement of such Improvement Funds or at such other time as Lender may allow, in its sole discretion). Provided that Lender is satisfied with the information and documentation delivered to it by Borrower and all the other conditions precedent to the disbursement of Improvement Funds set forth in this paragraph 4 have been satisfied, Lender shall make the requested disbursement within fifteen (15) business days after receipt of the request therefor and all other required documentation and information.

(iv) Lender shall have the right to require that all disbursements of Improvement Funds be disbursed through a construction escrow with Ticor Title Insurance Company of California, as escrowee, in form and substance acceptable to Lender, and/or directly to the contractors or subcontractors performing the subject Tenant Improvement Work.

(v) Borrower's failure to cause the lien-free completion of any Tenant Improvement Work to the satisfaction of Lender and in the manner specified in this paragraph 4 and with respect to any Tenant Improvement Work, within the time period(s) therefor as set forth in the Lease under which the subject work is being performed shall be deemed to be an "Event of Default" hereunder and under the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Ninth Amendment and (a) Lender may exercise any and all remedies on account thereof as provided under the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Ninth Amendment, and/or otherwise available at law and/or in equity and (b) Borrower shall no longer have the right to the disbursement of Improvement Funds from the Loan.

5. Loan Expenses. Borrower hereby agrees to pay all of Lender's reasonable attorney's fees incurred in connection with the negotiation and documentation of the agreements contained in this Ninth Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Ninth Amendment (collectively, the "Additional Loan Expenses"). If the Additional Loan Expenses are not paid to Lender within five (5) days after written demand therefor by Lender, they shall bear interest from the date so incurred until paid at the default rate provided in the Amended Note.

6. Required Deliveries. Lender's consent to the modifications of the terms and provisions of the Amended Note and the Amended Loan Documents as set forth herein shall be subject to Borrower and each Guarantor having delivered or causing to be

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delivered to Lender the following, all of which shall be in form and substance acceptable to Lender:

(a) This Amendment;

(b) Such additional endorsements to Ticor Title Insurance Company of California Loan Policy No. 233302 (the "Title Policy") as Lender may reasonably require, including, without limitation, an endorsement or endorsements which (i) amends the description of the Amended Mortgage insured under the Title Policy to include this Ninth Amendment and (ii) extends the effective date of the Title Policy to the date of the recording of this Ninth Amendment;

(c) Opinion of Counsel for Borrower;

(d) Such other documents as Lender may reasonably require.

7. References. All references to the Note, the Mortgage, the Guaranty and the other Loan Documents contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents shall be deemed to refer to each of such documents as further amended by this Ninth Amendment.

8. Reaffirmation of Representations and Warranties. Borrower and each Guarantor hereby certify that each of their respective representations and warranties contained in the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, as amended by this Ninth Amendment, is true, complete and correct in all respects.

9. Authority. Borrower and each Guarantor represent and warrant that each has full power and authority to execute and deliver this Ninth Amendment and to perform their respective obligations hereunder. Upon the execution and delivery hereof, this Ninth Amendment will be valid, binding and enforceable upon them. Execution and delivery of this Ninth Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower, or any Guarantor is a party or is bound or which is binding upon or applicable to the Property or any portion thereof.

10. No Default. Borrower and the Guarantors represent and warrant to Lender that as of the date hereof no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Amended Note, the Amended Mortgage, the Amended Guaranty or any of the other Amended Loan Documents.

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11. No Defenses. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower, any Guarantor or the Property, or which would prevent Borrower or any Guarantor from complying with or performing his or its respective obligations under the Amended Note, the Amended Mortgage, the Amended Guaranty and the other Amended Loan Documents, all as amended by this Ninth Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

12. Ratification of Amended Loan Documents. Borrower and each Guarantor hereby ratify and confirm their respective liabilities and obligations under the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Ninth Amendment, and the liens and security interests created thereby, and acknowledge that they have no defenses, claims or set-offs to the enforcement thereof by Lender.

13. Ratification of Amended Guaranty. Each Guarantor hereby consents to the execution and delivery by Borrower of this Ninth Amendment. Each Guarantor hereby ratifies and confirms its liabilities and obligations under the Amended Guaranty, as amended by this Ninth Amendment, with respect to the Amended Note, the Amended Mortgage and the other Amended Loan Documents, all as amended by this Ninth Amendment, and acknowledges that he has no defenses, claims or set-offs to the enforcement thereof by Lender.

14. Successors and Assigns. This Ninth Amendment shall be binding upon Borrower and each Guarantor and their respective successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns.

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

16. Severability. If any provision of the Amended Loan Documents, as amended by the Amendments, or this Ninth Amendment shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of said Amended Loan Documents and this Ninth Amendment, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision of said Amended Loan Documents and this Ninth Amendment shall be valid and shall be enforced to the fullest extent permitted by law.

17. Defined Terms. Unless otherwise defined in this Ninth Amendment, all capitalized terms are used herein as defined in the

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Amended Note, Amended Mortgage, Other Amended Loan Documents, the Note, the Mortgage, the Guaranty or the Other Loan Documents.

18. Counterparts. This Ninth Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Ninth Amendment.

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

## LENDERS:

LASALLE NATIONAL BANK  
(successor to Exchange National  
of Chicago), a national  
banking association

By: [Signature]

Title: Vice President

## BORROWER:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, Bank  
not personally or individually,  
but solely as Trustee as  
aforesaid

By: [Signature]

Title: Trustee

Attest: [Signature]

Title: Asst. Secy.

LAKE RIVER OAKS PROPERTIES  
LIMITED PARTNERSHIP, an  
Illinois limited partnership

By: Lakewest Equity Properties  
LLP, an Illinois limited  
partnership, as general  
partner

By: Lakewest Equity, Inc., an  
Illinois corporation, as  
general partner

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

## GUARANTORS:

Roger F. Ruttenberg

David P. Bossy

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Amended Note, Amended Mortgage, Other Amended Loan Documents, the Note, the Mortgage, the Guaranty or the Other Loan Documents.

18. Counterparts. This Ninth Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Ninth Amendment.

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

## LENDERS:

LASALLE NATIONAL BANK  
(successor to Exchange National  
of Chicago), a national  
banking association

By: [Signature]

Title: [Signature]

## BORROWER:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO, Bank  
not personally or individually,  
but solely as Trustee as  
aforesaid

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

LAKE RIVER OAKS PROPERTIES  
LIMITED PARTNERSHIP, an  
Illinois limited partnership

By: Lakewest Equity Properties  
II, an Illinois limited  
partnership, as general  
partner

By: Lakewest Equity, Inc., an  
Illinois corporation, as  
general partner

By: [Signature]

Title: [Signature]

Attest: [Signature]

Title: [Signature]

## GUARANTORS

[Signature]  
Roger F. Rutenberg

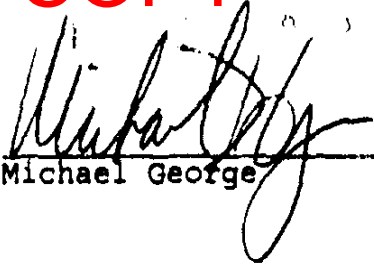
[Signature]  
David P. Bossy

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Michael George

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## CONSENT

The undersigned, 101 S. Washington Limited Partnership, an Illinois limited partnership (the "Partnership"), hereby agrees that it shall not perform any action in contravention of the terms of the Partnership Assignment, as amended by the foregoing Ninth Amendment, that it consents to terms and conditions set forth in this Ninth Amendment, and that it shall not accept any collateral or absolute assignment to any person or entity (other than Lender) of all or any portion of Bossy's and George's respective right, title or interest in the Partnership unless such act has been approved in writing by Lender. The undersigned hereby consents to the admission of Lender or its nominee or any other purchaser of the partnership interest(s) of Bossy and/or George in the Partnership at any public or private sale thereof conducted in accordance with the provisions of the Partnership Assignment, as amended, as a substitute partner of the Partnership.

101 S. WASHINGTON LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: 101 S. WASHINGTON LTD., an  
Illinois general corporation  
Its: General Partner

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

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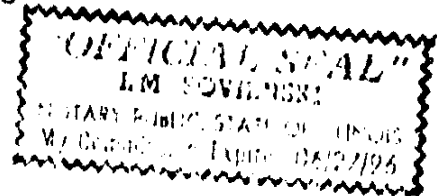
STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that F. JOHANSEN, the President of American National Bank and Trust Company of Chicago (the "Bank"), said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he 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.

GIVEN under my hand and Notarial seal, this 17 day of JAN 1995.

L. M. Sovienksi  
NOTARY PUBLIC

(SEAL)



STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ as the \_\_\_\_\_ and \_\_\_\_\_ of Lakewest Equity, Inc., an Illinois corporation (the "Corporation"), for such Corporation as a general partner of Lakewest Equity Properties II, an Illinois limited partnership ("Lakewest Equity II"), for and as a general partner of Lake River Oaks Properties Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Corporation as general partner as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK       )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of American National Bank and Trust Company of Chicago (the "Bank"), said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he 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.

GIVEN under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK       )

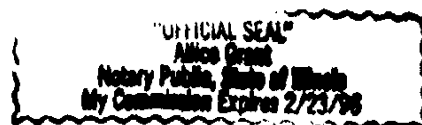
I, Alice Grant, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Reginald F. RUTENBERG and Donald S. RUTENBERG as the PRESIDENT and SECRETARY of Lakewest Equity, Inc., an Illinois corporation (the "Corporation"), for such Corporation as a general partner of Lakewest Equity Properties II, an Illinois limited partnership ("Lakewest Equity II"), for and as a general partner of Lake River Oaks Properties Limited Partnership, an Illinois limited partnership (the "Partnership"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Corporation as general partner as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of January, 1995.

(SEAL)

Alice Grant

\_\_\_\_\_  
NOTARY PUBLIC



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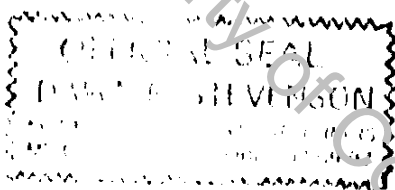
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ *DuPage*

I, Dawn M. Stevenson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROGER F. RUTTENBERG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the 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 3rd day of January, 1995.



Dawn M. Stevenson  
NOTARY PUBLIC

(SEAL)



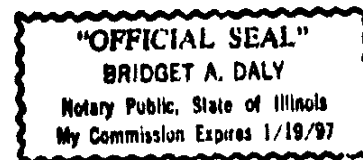
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ *DuPage*

I, Bridget A. Daly, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID P. BOSSY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the 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 4th day of January, 1995.

Bridget A. Daly  
NOTARY PUBLIC

(SEAL)



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# UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF COOK ) SS.  
Dated

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

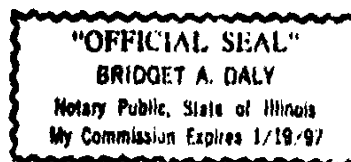
GIVEN under my hand and notarial seal, this 4<sup>th</sup> day of January, 1995.

Bridget A. Daly  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS )

COUNTY OF COOK ) SS.

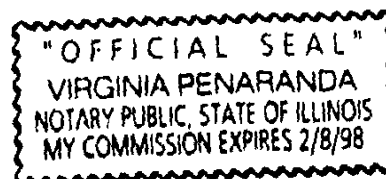


I, VIRGINIA PENARANDA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN E. MARYNELL, the Vice President of LASALLE NATIONAL BANK (formerly known as Exchange National Bank of Chicago) (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of January, 1995.

Virginia Penaranda  
NOTARY PUBLIC

(SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

lots 1, 6, 7, 9, 10 and 12, also the North 40 feet of lots 8 and 11, all in Hoover School First Addition of that part lying South of Michigan City Road, (Schrum Road) as dedicated in Document 11,245,758, of the East 614.72 feet of the North West 1/4 of the North East 1/4 of the North East 1/4 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, except the East 33 feet thereof dedicated for Mackinaw Avenue by Plat Document No. 16,256,941.

Permanent Tax Number: 30-19-218-~~022023~~  
" " " 024

Volume: 225

30-19-218-024

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