

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

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Michael G. Redstone

This space reserved for Recorder's use only.

LOAN CONSOLIDATION, MODIFICATION AND EXTENSION AGREEMENT

THIS LOAN CONSOLIDATION, MODIFICATION AND EXTENSION AGREEMENT (this "Agreement") is made as of the 15 day of November, 1997, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS SUCCESSOR TRUSTEE TO FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee (the "Trustee") under a Trust Agreement dated May 3, 1991, and known as Trust No. RV-011211 (the "Trust" or the "Borrower"), MARCADET H. BARRY, KATHERINE BARRY, MICHAEL D. AUFRECHT, as Trustee Under the Michael D. Aufrecht Living Trust created July 1, 1991, and DAVID R. BARNES (collectively the "Beneficiaries") being the sole beneficiaries of the Trust, MICHAEL V. BARRY, DONAL P. BARRY, MICHAEL D. AUFRECHT AND DAVID R. BARNES (hereinafter referred to individually as a "Guarantor", and collectively as the "Guarantors") (the Trust, the Beneficiaries and the Guarantors are sometimes hereinafter referred to collectively as the "Obligors") and LASALLE NATIONAL BANK, a national banking association ("Lender").

CC 17-09-216-001

Permanent Real Estate Tax  
Index No.:

17-09-216-001

Common Address:

217-233 West Huron  
Chicago, Illinois

RECITALS:

A. In accordance with the terms and conditions of that certain Mortgage Note (the "First Note") dated February 9, 1993 made by the Borrower, Lender loaned the original principal sum of \$5,400,000.00 to Borrower (the "First Loan"). The First Note is secured by (i) a certain Mortgage (the "First Mortgage") dated February 9, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 93136116, executed by Borrower encumbering certain real estate (the "Real Estate") improved with a loft apartment/retail building (the "Building") located at 217-233 West Huron, Chicago, Illinois (the Real Estate and the Building are hereinafter together referred to as the "Premises") and (ii) certain other Loan Documents (as defined in the First Note) all of which, together with the First Note and the First Mortgage are herein collectively referred to as the "First Loan Documents".

B. In accordance with the terms and conditions of that certain Mortgage Note (the "Junior Note") dated July 24, 1996 made by Borrower, Lender loaned the original principal sum of \$1,700,000.00 to Borrower (the "Junior Loan"). The Junior Note is secured by (i) a certain Junior Mortgage (the "Junior Mortgage") dated July 24, 1996 and recorded in the Recorder's Office as Document No. 96584466, executed by Borrower encumbering the Premises; and (ii) certain other Loan Documents (as defined in the Junior Note), all of which, together with the Junior Note and the Junior Mortgage are herein collectively referred to as the "Junior Loan Documents".

C. The Guarantors have provided to Lender a limited guaranty of repayment of the First Loan pursuant to the provisions of a certain Limited Guaranty dated February 9, 1993 (the "Guaranty").

D. The outstanding aggregate principal amount of the First Loan and the Junior Loan, as of October 16, 1997 was \$6,722,154.52.

E. The Obligors have requested that Lender agree to consolidate and restructure the First Loan and the Junior Loan into a single loan. Lender has agreed to the foregoing, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors and Lender agree as follows.

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

2. Consolidation of First Loan and Junior Loan. The First Loan and the Junior Loan are hereby consolidated into a single loan (the "Consolidated Loan") governed by the terms

and conditions of the First Loan Documents, except as otherwise modified herein. In connection with, and as a result of, the consolidation of the First Loan and the Junior Loan, the provisions of the First Loan Documents shall continue in effect except as otherwise modified herein, and the provisions of the Junior Loan Documents shall have no further force or effect. Further, upon execution of this Agreement by Lender, the First Note and Junior Note shall be deemed cancelled and released and replaced with that certain Consolidated Mortgage Note of even date herewith, executed by Borrower (the "New Note"). The New Note and the First Loan Documents are sometimes hereinafter referred to as the "Consolidated Loan Documents").

3. Terms of the Consolidated Loan. The terms of the Consolidated Loan shall be contained in the New Note and the other Consolidated Loan Documents, except that the Consolidated Loan shall be modified as hereinafter set forth.

4. Guaranty. The aggregate joint and several liability of the Guarantors under the Guaranty shall be limited to \$1,344,430.90 plus the Additional Liabilities (as defined in the Guaranty).

5. Debt Service Ratio.

(a) During any calendar quarter ending on March 31, June 30, September 30 or December 31 (a "Quarter"), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined in the First Mortgage) during such Quarter to Debt Service (as defined in the First Mortgage) during such Quarter to be less than 1.20 to 1.

(b) Operating Cash Flow and Debt Service shall be calculated by Lender based on the financial information provided to Lender by Borrower and independently verified by Lender and the calculations so verified shall be final and binding upon Borrower and Lender.

(c) If at any time during any quarter Lender reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such quarter (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such quarter (or any quarter thereafter) shall be less than 1.20 to 1, then an Event of Default shall be deemed to exist as of the last day of such quarter unless Borrower, on or before the last day of such quarter, has delivered to Lender evidence reasonably satisfactory to Lender that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.20 to 1.

6. Required Deliveries. Lender's consent to the creation of the Consolidated Loan on the terms set forth in this Agreement and the Consolidated Loan Documents shall be subject to Lender having received the following in a form and substance acceptable to Lender:

- (a) This Agreement duly authorized and executed by the Obligor;
- (b) The New Note duly authorized and executed by the Borrower;
- (c) An additional endorsement to First American Title Insurance Company Policy No. CC96810 (the "Title Policy") which (i) amends the description of the Mortgage insured under the Title Policy to include the Consolidated Loan and this Agreement, (ii) extends the effective date of the Title Policy to the date on which this Agreement is recorded, and (iii) includes no additional exceptions to title other than those that have been approved in writing by Lender;
- (d) Certified copy of Letter of Direction authorizing the execution of this Agreement and the New Note by the Trust;
- (e) Certified copy of the trust agreement creating the Trust;
- (f) Lender's Expenses (as hereinafter defined); and
- (g) Such other documents as Lender may reasonably require.

7. Notices. All notices required pursuant to the Consolidated Loan Documents shall be delivered to Lender as follows:

To Lender: LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Mr. Alec Bliss

With a Copy to: Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: David Glickstein, Esq.

To Borrower: Donal P. Barry  
c/o Barry Realty, Inc.  
1213 Touhy Avenue  
Park Ridge, Illinois 60068

With a Copy to: Michael D. Aufrecht, Esq.  
6612 North Lemai  
Lincolnwood, Illinois 60466

8. Defaults. The Trust represents and the Beneficiaries and the Guarantors represent and warrant to Lender that as of the date hereof no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time, or both, exists under any of the Consolidated Loan Documents, as modified by this Agreement. The Obligors further acknowledge and agree that an Event of Default under the New Note and any of the other Consolidated Loan Documents shall be deemed to exist upon the occurrence of a breach of any of the representations, warranties or covenants set forth in this Agreement.

9. Lender's Expenses. Borrower hereby agrees to pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) in connection with the negotiation and documentation of the agreements contained in this Agreement, 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 Agreement (collectively, "Lender's Expenses"), except that Borrower shall not be obligated to pay any of Lender's Expenses for any appraisals or environmental testing incurred in connection with this Agreement. In the event that the Lender's Expenses are not paid to Lender within fifteen (15) days after delivery of written demand therefor to Borrower, the Lender's Expenses shall bear interest from the date so incurred until paid at the Default Rate (as defined in the New Note).

10. Secured Obligations. The First Mortgage, the Guaranty and all of the other Consolidated Loan Documents are hereby modified to secure the obligations and liabilities evidenced by the New Note.

11. Authority; No Conflict. Each of the Guarantors and Borrower represents and, except for the Trust, warrants to Lender that each has full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder. Upon the execution and delivery hereof, this Agreement will be valid, binding and enforceable upon Borrower, Beneficiaries and the Guarantors in accordance with its terms. Execution and delivery of this Agreement 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 either Borrower, any Beneficiary or any Guarantor is a party or is bound or which is binding upon or applicable to the Premises or any portion thereof.

12. Adverse Conditions. 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 in writing affecting either Borrower, the Guarantors or the Premises, or which would prevent each of Borrower or the Guarantors from complying with or performing its respective obligations under the Consolidated Loan Documents, all as modified by this Agreement, and no basis for any such matter exists.

13. Ratification. Each of Borrower and the Guarantors hereby ratify and confirm their respective liabilities and obligations under the First Mortgage, New Note, Guaranty and

each of the other Consolidated Loan Documents, all as further modified by this Agreement, and the liens and security interests created thereby, and acknowledge that each has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower and Guarantors, as the case may be, under the Consolidated Loan Documents, all as modified by this Agreement.

14. Binding Effect. This Agreement shall be binding on the Guarantors, the Beneficiaries and the Borrower and their respective general partners, heirs, legatees, administrators, personal representatives, successors and assigns.

15. Continued Effectiveness. Except as expressly provided herein, the Consolidated Loan Documents shall remain in full force and effect in accordance with their respective terms.

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

17. Trustee Exculpation. This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Successor Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided, however, that the foregoing exculpation shall not be deemed to limit Lender's rights and remedies against the assets of the Trust or against any person or entity other than said Trustee.

18. Conveyance of Building. The Obligors shall be permitted to convey the Building from the Trust to an Illinois limited liability company (the "L.L.C."), provided, however, that such conveyance shall be subject to the following conditions being satisfied at or prior to the occurrence of the conveyance contemplated by this Section 18:

(i) No default then exists under any of the Consolidated Loan Documents.

(ii) Lender shall have been furnished with and approved (such approval not to be unreasonably withheld) the Articles of Organization and the Operating Agreement of the L.L.C. and any other organizational and good standing documents of the L.L.C. as reasonably requested by Lender.

(iii) The sole members of the L.L.C. shall be the Beneficiaries (or members of their immediate families).

(iv) Lender shall have been furnished with a certified copy of the Direction to Convey the Building to the L.L.C.

(v) Borrower, Beneficiaries and Guarantors shall have executed any assumption agreements, modification agreements, assignment agreements or other documents reasonably required by Lender.

(vi) Lender shall have been furnished with an additional endorsement to the Title Policy which (i) indicates that title to the Building is vested in the L.L.C., (ii) extends the effective date of the Title Policy to the date of recordation of the Trustee's Deed conveying the Building to the L.L.C., (iii) includes no additional exceptions to title other than those that have been approved in writing by Lender and (iv) is otherwise reasonably acceptable to Lender.

(vii) Borrower shall pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) incurred by Lender in connection with Lender's review and approval of the conveyance contemplated by this Section 18.

19. Assumption of Consolidated Loan. In addition to the rights under Section 18, the Borrower shall have the one-time right without premium or penalty, except as set forth below, to convey the Building to a purchaser assuming the Consolidated Loan, under the following terms and conditions:

(i) No default then exists under any of the Consolidated Loan Documents.

(ii) Lender receives (i) at least ninety (90) days prior to the proposed conveyance written notice of the intended conveyance and (ii) at least sixty (60) days prior to the proposed conveyance, such information concerning the proposed purchaser as Lender may reasonably request.

(iii) The proposed purchaser of the Building, in Lender's reasonable determination, is (a) creditworthy, (b) experienced in the ownership and/or management of residential and retail buildings such as the Building and (c) is reputable.

(iv) Following the sale of the Building and the assumption of the Consolidated Loan as contemplated hereunder, the Guarantors' obligations under the Guaranty and the other Consolidated Loan Documents shall not terminate and shall continue in full force and effect.

(v) Prior to any conveyance of the Building, the Guarantors shall execute such reaffirmation of guarantee documents as Lender shall reasonably require.

(vi) In consideration of Lender's agreement to allow an assumption of the Consolidated Loan as contemplated under this Section 19, Borrower shall pay to Lender a fee equal to one percent (1%) of the outstanding principal balance of the Consolidated Loan as of the last day of the month prior to the closing of the conveyance of the Building, which fee shall be paid to Lender in cash on or prior to such closing date.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

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(vii) Borrower agrees to pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) incurred by Lender in connection with Lender's review and approval of the transaction contemplated by this Section 19.

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

**LENDER:**

LASALLE NATIONAL BANK,  
a national banking  
association

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

**TRUST:**

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

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

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

**GUARANTORS:**

\_\_\_\_\_  
MICHAEL V. BARRY

\_\_\_\_\_  
DONAL P. BARRY

\_\_\_\_\_  
*Michael D. Aufrecht*  
MICHAEL D. AUFRECHT

\_\_\_\_\_  
DAVID R. BARNES

**BENEFICIARIES:**

\_\_\_\_\_  
MARGARET H. BARRY

\_\_\_\_\_  
KATHERINE BARRY

\_\_\_\_\_  
*Michael D. Aufrecht*  
MICHAEL D. AUFRECHT, as Trustee  
under the Michael D. Aufrecht  
Living Trust Created July 1, 1991

\_\_\_\_\_  
DAVID R. BARNES

(vii) Borrower agrees to pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) incurred by Lender in connection with Lender's review and approval of the transaction contemplated by this Section 19

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

**LENDER:**

LASALLE NATIONAL BANK,  
a national banking  
association

By: [Signature]  
Title: [Signature]

**TRUST:**

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

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

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

**GUARANTORS:**

[Signature]  
MICHAEL V. BARRY

\_\_\_\_\_  
DONAL P. BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT

\_\_\_\_\_  
DAVID R. BARNES

**BENEFICIARIES:**

\_\_\_\_\_  
MARGARET H. BARRY

[Signature]  
KATHERINE BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT, as Trustee  
under the Michael D. Aufrecht  
Living Trust Created July 1, 1991

\_\_\_\_\_  
DAVID R. BARNES

# UNOFFICIAL COPY

(vii) Borrower agrees to pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) incurred by Lender in connection with Lender's review and approval of the transaction contemplated by this Section 19.

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

**LENDER:**

LASALLE NATIONAL BANK,  
a national banking  
association

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

**TRUST:**

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

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

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

**GUARANTORS:**

\_\_\_\_\_  
MICHAEL V. BARRY

*Donal P. Barry*  
\_\_\_\_\_  
DONAL P. BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT

\_\_\_\_\_  
DAVID R. BARNES

**BENEFICIARIES:**

*Margaret H. Barry*  
\_\_\_\_\_  
MARGARET H. BARRY

\_\_\_\_\_  
KATHERINE BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT, as Trustee  
under the Michael D. Aufrecht  
Living Trust Created July 1, 1991

\_\_\_\_\_  
DAVID R. BARNES

(vii) Borrower agrees to pay all expenses, charges, costs and fees (including Lender's reasonable attorneys' fees) incurred by Lender in connection with Lender's review and approval of the transaction contemplated by this Section 19.

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

LENDER:

LASALLE NATIONAL BANK,  
a national banking  
association

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

TRUST:

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

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

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

GUARANTORS:

\_\_\_\_\_  
MICHAEL V. BARRY

\_\_\_\_\_  
DONAL P. BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT

*David R. Barnes*  
\_\_\_\_\_  
DAVID R. BARNES

BENEFICIARIES:

\_\_\_\_\_  
MARGARET H. BARRY

\_\_\_\_\_  
KATHERINE BARRY

\_\_\_\_\_  
MICHAEL D. AUFRECHT, as Trustee  
under the Michael D. Aufrecht  
Living Trust Created July 1, 1991

*David R. Barnes*  
\_\_\_\_\_  
DAVID R. BARNES

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, ANTHONY J. HARRIS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL BRYAN and Gregory S. [unclear], and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] and, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "BANK"), appeared before me this day in person and severally 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.

GIVEN under my hand and notarial seal, this 8th day of December, 1997.

[Signature]  
NOTARY PUBLIC

(SEAL)

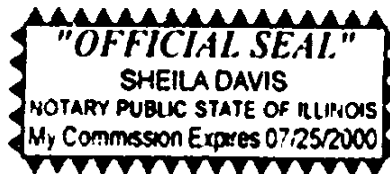
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Sheila Davis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alec Bliss, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such OFFICER of LASALLE NATIONAL BANK (the "Bank"), 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 11th day of December, 1997.

Sheila Davis  
NOTARY PUBLIC

(SEAL)



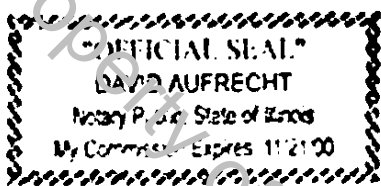
UNOFFICIAL COPY

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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, David A. Aufrecht, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL V. BARRY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of November, 1997.



David A. Aufrecht  
NOTARY PUBLIC

(SEAL)

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, Melanie Sims, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DONAL P. BARRY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of November, 1997.

Melanie Sims  
NOTARY PUBLIC  
My Commission Expires 11/24/00

(SEAL)



STATE OF Illinois )  
 )  
 ) SS.  
COUNTY OF Cook )

I, Melanie Sims, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARET H. BARRY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of November, 1997.

Melanie Sims  
"OFFICIAL SEAL"  
MELANIE SIMS  
NOTARY PUBLIC in State of Illinois  
My Commission Expires 11/24/00

(SEAL)

STATE OF Illinois )  
 )  
 ) SS.  
COUNTY OF Cook )

I, David B. Aufrecht, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHERINE BARRY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of November, 1997.

"OFFICIAL SEAL"  
DAVID AUFRECHT  
Notary Public, State of Illinois  
My Commission Expires 11/21/00

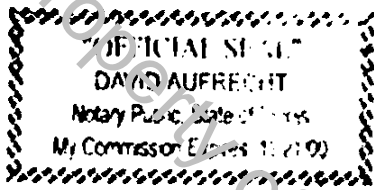
David B. Aufrecht  
NOTARY PUBLIC

(SEAL)

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, David B. Aufrecht, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL D. AUFRECHT, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21<sup>st</sup> day of November, 1997.



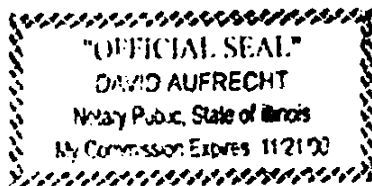
David B. Aufrecht  
NOTARY PUBLIC

(SEAL)

STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, David B. Aufrecht, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID R. BARNES, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21<sup>st</sup> day of November, 1997.



David B. Aufrecht  
NOTARY PUBLIC

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

LOTS 10 TO 17 INCLUSIVE IN BLOCK 16 IN NEWBERRY'S ADDITION TO CHICAGO,  
A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Commonly known as: 217-33 West Huron, Chicago, Illinois  
PIN: 17-09-216-011

Property of Cook County Clerk's Office