

**MORTGAGE AMENDMENT, CROSS-COLLATERALIZATION
AND CROSS-DEFAULT AGREEMENT**

THIS MORTGAGE AMENDMENT, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made and entered into as of this 30th day of June, 1998, by and among the following parties:

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 28, 1988, and known as Trust No. 105008-09 ("Trust 105008-09");

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 28, 1988, and known as Trust No. 105011-04 ("Trust 105011-04");

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated February 1, 1987, and known as Trust No. 101443-01 ("Trust 101443-01");

M&J/RETAIL LIMITED PARTNERSHIP, an Illinois limited partnership ("Retail"), being the sole beneficiary of Trust 105008-09, Trust 105011-04 and Trust 101443-01;

WILKOW/RETAIL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership ("Wilkow/Retail"), being the sole general partner of Retail; and

LASALLE NATIONAL BANK, a national banking association ("Lender")

RECITALS.

A Lender has made a loan (the "Evergreen Commons Loan") to Trust 105008-09 and Retail in the original principal amount of \$530,000. The Evergreen Commons Loan is evidenced by a certain Mortgage Note dated April 1, 1994, as amended from time to time, executed by Trust 105008-09 and Retail and payable to the order of Lender in the original principal amount of \$530,000 (the "Evergreen Commons Note"). The Evergreen Commons Note is secured by, among other things, (i) a certain Mortgage dated as of April 1, 1994, as amended from time to time, made by Trust 105008-09 in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 8, 1994, as Document No. 94319855 (the "Evergreen Commons Mortgage") encumbering certain premises commonly known as Evergreen Commons located in Evergreen Park, Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Evergreen Commons Premises"), and (ii) by certain other Loan Documents all of which, as defined and described in the Evergreen Commons Note and as amended from time to time, are collectively referred to herein as the "Evergreen Commons Loan Documents."

B Lender has made a loan (the "Western Avenue Loan") to Trust 105011-04 and Retail in the original principal amount of \$618,000. The Western Avenue Loan is evidenced by a certain Mortgage Note dated April 1, 1994, as amended from time to time, executed by Trust

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FLOOR TITLE INSURANCE

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105011-04 and Retail and payable to the order of Lender in the original principal amount of \$618,000 (the "Western Avenue Note"). The Western Avenue Note is secured by, among other things, (i) a certain Mortgage dated as of April 1, 1994, as amended from time to time, made by Trust 105011-04 in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 8, 1994, as Document No. _____ (the "Western Avenue Mortgage") encumbering certain premises located at 11110-11126 South Western Avenue, Chicago, Cook County, Illinois, and legally described on Exhibit B attached hereto (the "Western Avenue Premises"), and (ii) by certain other Loan Documents all of which, as defined and described in the Western Avenue Note and as amended from time to time, are collectively referred to herein as the "Western Avenue Loan Documents."

C. Lender has made a loan (the "Broadway Festival Loan") to Trust 101443-01 and Retail in the original principal amount of \$2,750,000. The Broadway Festival Loan is evidenced by a certain Mortgage Note dated July 21, 1995, executed by Trust 101443-01 and Retail and payable to the order of Lender in the original principal amount of \$2,750,000 (the "Broadway Festival Note"). The Broadway Festival Note is secured by, among other things, (i) a certain Mortgage dated as of July 21, 1995, made by Trust 101443-01 in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 21, 1995, as Document No. 95-494711 (the "Broadway Festival Mortgage") encumbering certain premises located at 5300 North Broadway Avenue, Chicago, Cook County, Illinois, and legally described on Exhibit C attached hereto (the "Broadway Festival Premises"), and (ii) by certain other Loan Documents all of which, as defined and described in the Broadway Festival Note and as amended from time to time, are collectively referred to herein as the "Broadway Festival Loan Documents."

D. Lender made a loan (the "Harlem Loan") to M&J/Harlem Mortgage Limited Partnership, an Illinois limited partnership ("Harlem"), in the original principal amount of \$2,362,500. The Harlem Loan is secured by, among other things, (i) a certain Mortgage dated as of December 23, 1993 (the "Harlem Mortgage"), made by Harlem in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 3, 1994, as Document No. 94-004200 encumbering certain premises commonly known as the Harlem-North Shopping Plaza located in Oak Park, Cook County, Illinois, and legally described on Exhibit D attached hereto (the "Harlem Premises") and (ii) certain other Loan Documents all of which, as defined and described in the Harlem Note, are herein called the "Harlem Loan Documents."

E. Pursuant to that certain Mortgage Amendment, Cross-Collateralization and Cross-Default Agreement dated as of April 1, 1994 (the "First Mortgage Amendment"), among Harlem, Huclair, Inc., an Illinois corporation and the sole general partner of Harlem ("Huclair"), Trust 105008-09, Trust 105011-04, Retail, Wilkow/Retail and Lender, the Harlem Mortgage, the Evergreen Commons Mortgage and the Western Avenue Mortgage were amended to cause (i) the Harlem Loan to be collateralized by the Evergreen Commons Loan Documents and the Western Avenue Loan Documents, (ii) the Evergreen Commons Loan to be collateralized by the Harlem Loan Documents and the Western Avenue Loan Documents, and (iii) the Western Avenue Loan to be collateralized by the Harlem Loan Documents and the Evergreen Common Loan Documents

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F. Harlem and Huclair desire to refinance the Harlem Loan with a third party lender and, therefore, have requested Lender to release its liens against the Harlem Premises. Lender has agreed to such request provided that the Broadway Festival Mortgage, the Evergreen Commons Mortgage and the Western Avenue Mortgage are amended to cause (i) the Broadway Festival Loan to be collateralized by the Evergreen Commons Loan Documents and the Western Avenue Loan Documents, (ii) the Evergreen Commons Loan to be collateralized by the Broadway Festival Loan Documents, and (iii) the Western Avenue Loan to be collateralized by the Broadway Festival Loan Documents. (The Evergreen Commons Loan and the Western Avenue Loan will continue to be cross-collateralized and cross-defaulted pursuant to and in accordance with the terms and conditions of the First Mortgage Amendment.)

NOW, THEREFORE, in order to induce Lender to release its liens against the Harlem Premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth above are hereby incorporated by this reference herein and made a part hereof.

2. **Release of Harlem and Huclair**. Concurrently with the repayment in full of the Harlem Loan and any other amounts owing pursuant to the Harlem Loan Documents, Lender shall release its liens against the Harlem Premises and release Harlem and Huclair from any guaranty or other obligations with respect to the Evergreen Commons Loan and the Western Avenue Loan

3. **Amendment of Broadway Festival Mortgage**

(a) Trust 105008-09, Lender and Trust 101443-01 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Broadway Festival Mortgage be and the same hereby is amended by adding thereto the legal description of the Evergreen Commons Premises set forth on Exhibit A attached to this Agreement, and Trust 105008-09 is hereby made a party to the Broadway Festival Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS unto Lender, its successors and assigns, as additional security for the Broadway Festival Loan, the Evergreen Commons Premises (subject and subordinate only to the existing first and prior lien of Lender under the Evergreen Commons Mortgage and the "Permitted Exceptions", as defined in the Evergreen Commons Mortgage), on the terms, provisions and conditions contained in the Broadway Festival Mortgage

(b) Trust 105011-04, Lender and Trust 101443-01 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Broadway Festival Mortgage be and the same hereby is amended by adding thereto the legal description of the Western Avenue Premises set forth on Exhibit B attached to this Agreement, and Trust 105011-04 is hereby made a party to the Broadway Festival Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS unto Lender, its successors and assigns, as additional security for the Broadway Festival Loan, the Western Avenue Premises (subject and subordinate only to the existing first and prior lien of Lender under the Western Avenue Mortgage and the

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"Permitted Exceptions", as defined in the Western Avenue Mortgage), on the terms, provisions and conditions contained in the Broadway Festival Mortgage.

4. **Amendment of Evergreen Commons Mortgage**. Lender, Trust 105008-09 and Trust 101443-01 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Evergreen Commons Mortgage be and the same hereby is amended by adding thereto the legal description of the Broadway Festival Premises set forth on Exhibit C attached to this Agreement; and Trust 101443-01 is hereby made a party to the Evergreen Commons Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Evergreen Commons Loan, the Broadway Festival Premises (subject and subordinate only to the first and prior lien of Lender under the Broadway Festival Mortgage and the "Permitted Exceptions", as defined in the Broadway Festival Mortgage), on the terms, provisions and conditions contained in the Evergreen Commons Mortgage.

5. **Amendment of Western Avenue Mortgage**. Lender, Trust 105011-04 and Trust 101443-01 hereby agree that the legal description of the premises mortgaged to Lender pursuant to the Western Avenue Mortgage be and the same hereby is amended by adding thereto the legal description of the Broadway Festival Premises set forth on Exhibit C attached to this Agreement; and Trust 101443-01 is hereby made a party to the Western Avenue Mortgage and hereby MORTGAGES, GRANTS, REMISES, RELEASES, ALIENS AND CONVEYS to Lender, its successors and assigns, as additional security for the Western Avenue Loan, the Broadway Festival Premises (subject and subordinate only to the first and prior lien of Lender under the Broadway Festival Mortgage, and the "Permitted Exceptions" as defined in the Broadway Festival Mortgage), on the terms, provisions and conditions contained in the Western Avenue Mortgage.

6. **Additional Collateral for the Broadway Festival Loan**.

(a) All of the Evergreen Commons Loan Documents securing the Evergreen Commons Loan shall additionally secure the Broadway Festival Loan; and Trust 105008-09 and Retail hereby grant to Lender as additional security for the Broadway Festival Loan, all of the security interests granted to Lender under the Evergreen Commons Loan Documents, subject and subordinate only to the existing first and prior lien of Lender under the Evergreen Commons Loan Documents as security for the Evergreen Commons Loan.

(b) All of the Western Avenue Loan Documents securing the Western Avenue Loan shall additionally secure the Broadway Festival Loan; and Trust 105011-04 and Retail hereby grant to Lender as additional security for the Broadway Festival Loan, all of the security interests granted to Lender under the Western Avenue Loan Documents, subject and subordinate only to the existing first and prior lien of Lender under the Western Avenue Loan Documents as security for the Western Avenue Loan.

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7. **Additional Collateral for Evergreen Commons Loan.** All of the Broadway Festival Loan Documents securing the Broadway Festival Loan shall additionally secure the Evergreen Commons Loan; and Trust 101443-01 and Retail hereby grant to Lender as additional security for the Evergreen Commons Loan, all of the security interests granted to Lender under the Broadway Festival Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Broadway Festival Loan Documents as security for the Broadway Festival Loan.

8. **Additional Collateral for Western Avenue Loan.** All of the Broadway Festival Loan Documents securing the Broadway Festival Loan shall additionally secure the Western Avenue Loan, and Trust 101443-01 and Retail hereby grant to Lender as additional security for the Western Avenue Loan, all of the security interests granted to Lender under the Broadway Festival Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Broadway Festival Loan Documents as security for the Broadway Festival Loan.

9. **Cross-Defaults: Integration of Loan Documents.**

(a) (i) Any Event of Default under any of the Broadway Festival Note, the Broadway Festival Mortgage or any of the other Broadway Festival Loan Documents shall, at Lender's election, be deemed an Event of Default under the Evergreen Commons Note, the Evergreen Commons Mortgage and the other Evergreen Commons Loan Documents and the Western Avenue Note, the Western Avenue Mortgage and the other Western Avenue Loan Documents; (ii) any Event of Default under any of the Evergreen Commons Note, the Evergreen Commons Mortgage or any of the other Evergreen Commons Loan Documents shall, at Lender's election, be deemed an Event of Default under the Broadway Festival Note, the Broadway Festival Mortgage and the other Broadway Festival Loan Documents; and (iii) any Event of Default under any of the Western Avenue Note, the Western Avenue Mortgage or any of the other Western Avenue Loan Documents shall, at Lender's election, be deemed an Event of Default under the Broadway Festival Note, the Broadway Festival Mortgage and the other Broadway Festival Loan Documents.

(b) It is the intention of the parties that the cross-collateralization arrangements provided for in this Agreement shall be subject and subordinate to the existing security interests of Lender in the Broadway Festival Premises, the Evergreen Commons Premises and the Western Avenue Premises, and that nothing herein shall be deemed to (i) merge the Broadway Festival Loan or the Broadway Festival Loan Documents with the Western Avenue Loan or the Western Avenue Loan Documents, or (ii) merge the Broadway Festival Loan or the Broadway Festival Loan Documents with the Evergreen Commons Loan or the Evergreen Commons Loan Documents. Notwithstanding the foregoing, the parties intend that, in the event any of the Broadway Festival Loan, the Evergreen Commons Loan or the Western Avenue Loan shall be retired prior to the retirement of the other loans, the mortgage lien and all other security interests securing the remaining loan or loans shall continue in full force and effect and shall advance in priority.

(c) Notwithstanding anything contained herein:

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(i) Lender's recourse against Retail, as co-maker of the Evergreen Commons Note and otherwise with respect to the Evergreen Commons Loan shall be limited to \$106,000, except that Retail has unlimited liability with respect to (A) the Additional Liabilities (as defined in that certain Certificate of Representations, Warranties and Covenants dated as of April 1, 1994, executed by Retail and Wilkow/Retail in favor of Lender with respect to the Evergreen Commons Loan (the "Evergreen Commons Certificate")) and (B) certain other matters as described in Paragraph 19 of the Evergreen Commons Certificate;

(ii) Lender's recourse against Retail, as co-maker of the Western Avenue Note and otherwise with respect to the Western Avenue Loan shall be limited to \$123,600, except that Retail has unlimited liability with respect to (B) the Additional Liabilities (as defined in that certain Certificate of Representations, Warranties and Covenants dated as of April 1, 1994, executed by Retail and Wilkow/Retail in favor of Lender with respect to the Western Avenue Loan (the "Western Avenue Certificate")) and (2) certain other matters as described in Paragraph 19 of the Western Avenue Certificate; and

(iii) Lender's recourse against Retail, as co-maker of the Broadway Festival Note and otherwise with respect to the Broadway Festival Loan shall be limited to \$550,000, except that Retail has unlimited liability with respect to (B) the Additional Liabilities (as defined in that certain Certificate of Representations, Warranties and Covenants dated as of July 21, 1995, executed by Retail and Wilkow/Retail in favor of Lender with respect to the Broadway Festival Loan (the "Broadway Festival Certificate")) and (2) certain other matters as described in Paragraph 19 of the Broadway Festival Certificate.

10. Confirmatory Documents; Collateral Assignments of Beneficial Interest; and Endorsements to Title Insurance Policies

(a) Trust 101443-01, Trust 105008-09, Trust 105011-04, Retail and Wilkow/Retail shall execute such confirmatory documents as Lender may reasonably request in order to implement the purpose and intent of this Agreement. Such documents may include, without limitation, (i) an appropriate secondary collateral assignment by Retail to Lender of the beneficial interest in Trust 105011-04 to secure the Broadway Festival Loan, (ii) an appropriate secondary collateral assignment by Retail to Lender of the beneficial interest in Trust 105008-09 to secure the Broadway Festival Loan, and (iii) an appropriate secondary collateral assignment by Retail to Lender of the beneficial interest in Trust 101443-01 to secure the Evergreen Commons Loan and the Western Avenue Loan. If Lender shall not elect to request such secondary and/or third collateral assignments, Sections 5, 6 and 7 of this Agreement shall serve as the collateral assignment with respect to the beneficial interest in Trust 105011-04, Trust 105008-09 and Trust 101443-01

(b) Trust 101443-01 and Retail shall provide Lender, at their sole cost and expense, with an endorsement to the title insurance policy issued to Lender with respect to the Broadway

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Festival Loan, satisfactory in form and substance to Lender, showing that (i) the Western Avenue Premises have been subjected to the Broadway Festival Mortgage and showing no exceptions to title with respect to the Western Avenue Premises other than the Western Avenue Mortgage and the "Permitted Exceptions", as defined in the Western Avenue Mortgage, and (ii) the Evergreen Commons Premises have been subjected to the Broadway Festival Mortgage and showing no exceptions to title with respect to the Evergreen Commons Premises other than the Evergreen Commons Mortgage and the "Permitted Exceptions," as defined in the Evergreen Commons Mortgage.

(c) Upon the request of Lender, Trust 105008-09 and Retail shall provide Lender, at the sole cost and expense of Trust 105008-09 and Retail, with an endorsement to the title insurance policy issued to Lender with respect to the Evergreen Commons Loan, satisfactory in form and substance to Lender, showing that the Broadway Festival Premises have been subjected to the Evergreen Commons Mortgage and showing no exceptions to title with respect to the Broadway Festival Premises other than the Broadway Festival Mortgage and the "Permitted Exceptions," as defined in the Broadway Festival Mortgage.

(d) Upon request of Lender, Trust 105011-04 and Retail shall provide Lender, at the sole cost and expense of Trust 105011-04 and Retail, with an endorsement to the title insurance policy issued to Lender with respect to the Western Avenue Loan, satisfactory in form and substance to Lender, showing that the Broadway Festival Premises have been subjected to the Western Avenue Mortgage and showing no exceptions to title with respect to the Broadway Festival Premises other than the Broadway Festival Mortgage and the "Permitted Exceptions", as defined in the Broadway Festival Mortgage.

11. **Notices.** Any notices required or permitted hereunder or pursuant to the respective Loan Documents may be given in accordance with notice provisions of the respective Loan Documents.

12. **Continuing Effectiveness.** Except as expressly provided herein, the Broadway Festival Note, the Broadway Festival Mortgage, the other Broadway Festival Loan Documents, the Evergreen Commons Note, the Evergreen Commons Mortgage, the other Evergreen Commons Loan Documents, the Western Avenue Note, the Western Avenue Mortgage and the other Western Avenue Loan Documents (all as amended by the First Mortgage Amendment) shall remain in full force and effect in accordance with their respective terms.

13. **Partner Exculpations.** Notwithstanding any provision hereof, but subject in all respects to (i) the provisions of the Environmental Indemnity Agreement dated as of April 1, 1994, made by Retail and Wilkow/Retail in favor of Lender with respect to the Evergreen Commons Loan, (ii) the provisions of the Environmental Indemnity Agreement dated as of April 1, 1994, made by Retail and Wilkow/Retail in favor of Lender with respect to the Western Avenue Loan, (iii) the provisions of the Environmental Indemnity Agreement dated as of July 21, 1995, made by Retail and Wilkow/Retail in favor of Lender with respect to the Broadway Festival Loan, (iv) the qualifications set forth in Paragraph 19 of the Evergreen Commons Certificate, (v) the

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qualifications set forth in Paragraph 19 of the Western Avenue Certificate, and (vi) the qualifications set forth in Paragraph 19 of the Broadway Festival Certificate, the partners of Retail shall not be personally liable by reason of any default in the performance of the obligations of Retail under this Agreement; provided, however, that the foregoing exculpation shall not impair or otherwise affect any of Lender's rights or remedies against Retail otherwise set forth in any of the Evergreen Commons Loan Documents, the Western Avenue Loan Documents or the Broadway Festival Loan Documents or otherwise available at law or equity, the assets held by Retail and any other collateral now or hereafter pledged to Lender as security for the obligations of Retail, Trust 105008-09, Trust 105011-04 or Trust 101443-01 with respect to the Evergreen Commons Loan, the Western Avenue Loan, or the Broadway Festival Loan or against any other person or entity liable for the obligations of Retail.

14. Trustee Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Nos. 105008-09, 105011-04 and 101443-01, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Agreement, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Agreement; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by either Trust 105008-09, Trust 105011-04 or Trust 101443-01, or other collateral now or hereafter pledged to Lender as security for the obligations of Retail, Trust 105008-09, Trust 105011-04 or Trust 101443-01 or against any guarantor of the Broadway Festival Loan, the Evergreen Commons Loan or the Western Avenue Loan or any other person or entity liable for the obligations of Retail, Trust 105008-09, Trust 105011-04 or Trust 101443-01.

15. Year 2000 Problem. Retail and Wilkow/Retail have reviewed the areas within their business and operations which could be adversely affected by, and have developed or are developing a program to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Retail and Wilkow/Retail may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to and any date on or after December 31, 1999), and have made related appropriate inquiry of material suppliers and vendors. Based on such review and program, Retail and Wilkow/Retail believe that the "Year 2000 Problem" will not have a material adverse effect on them or their respective operations or businesses. From time to time, at the request of Lender, Retail and Wilkow/Retail shall provide to Lender such updated information or documentation as is requested regarding the status of their efforts to address the "Year 2000 Problem".

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee of Trust No. 105008-09

By: [Signature]
Title: [Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee of Trust No. 105011-04

By: [Signature]
Title: [Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee of Trust No. 104443-01

By: [Signature]
Title: [Signature]

LASALLE NATIONAL BANK, a national banking association

By: [Signature]
Title: Vice President

M&J/RETAIL LIMITED PARTNERSHIP, an Illinois limited partnership

By: Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership

By: MJW Investments, Ltd., a Delaware corporation, its sole general partner

By: [Signature]
Title: [Signature]

WILKOW/RETAIL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership

By: MJW Investments, Ltd., a Delaware corporation, its sole general partner

By: [Signature]
Title: [Signature]

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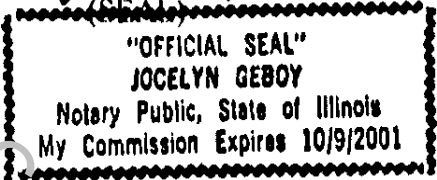
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jocelyn Geboy, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory Kasprzyk is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP of American National Bank and Trust Company of Chicago (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 the Bank, as Trustee under Trust No. 105008-09, Trust No. 105011-04, and Trust No. 101443-01 for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 3 day of July 1998.

Jocelyn Geboy
Notary Public
(SEAL)

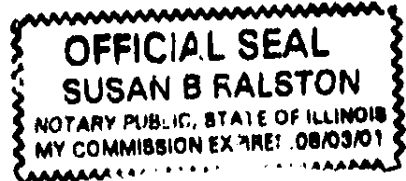


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Susan B. Ralston, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MAFC R. WICKOW, the PRESIDENT of MJW Investments, Ltd., a Delaware corporation (the "Corporation"), which is the sole general partner of Wilkow/Retail Partners Limited Partnership, an Illinois limited partnership (the "General Partner"), which is the sole general partner of M&J/Retail Limited Partnership, an Illinois limited partnership (the "Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporation as his own free and voluntary act and as the free and voluntary act of the Corporation, for itself and as the sole general partner of General Partner as the sole general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of June 1998.

Susan B. Ralston
Notary Public
(SEAL)



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rosemary Heynen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT F. CLARKE GARDIN personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V. P. 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/her 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 1 day of July, 1998.

Rosemary Heynen
Notary Public
(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION
OF BROADWAY FESTIVAL PREMISES

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TICOR TITLE INSURANCE COMPANY

SCHEDULE A - CONTINUED

Policy No.: 320373

EXHIBIT A - LEGAL DESCRIPTION

Lots 5 through 24, both inclusive, in Block 9 in Cochran's Third Addition to Edgewater in the East 1/2 of the Northwest 1/4 of Section 8, Township 40 North, Range 14, east of Third Principal Meridian, in Cook County, Illinois

Permanent Tax Number: 14-08-121-030 Volume: 447
(Affects Lots 5 through 10, both inclusive)

14-08-121-022
(Affects Lots 11 and 12)

14-08-121-023
(Affects Lots 13)

14-08-121-024
(Affects Lots 14)

14-08-121-025
(Affects Lots 15 and 16)

14-08-121-026
(Affects Lot 17, 18 and 19)

14-08-121-027
(Affects Lots 20, through 24, both inclusive)

5300 N Broadway, Chicago, IL

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EXHIBIT B

LEGAL DESCRIPTION OF
EVERGREEN COMMON PREMISES

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EXHIBIT B
Legal Description of Evergreen Commons Premises

PARCEL 1:

THE EAST 132 FEET OF THE NORTH 125 FEET OF THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 5 IN HARRY W. HONORE, JR.'S SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 125 FEET OF THAT PART OF THE EAST 1/4 OF BLOCK 5 LYING WEST OF THE EAST 188.6 FEET THEREOF IN HARRY W. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Nos.:

24 12 201 038

24 12 201 039

Common Address:

2637-41 W. 95th Street
Evergreen Park, Illinois

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EXHIBIT C

LEGAL DESCRIPTION OF
WESTERN AVENUE PREMISES

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EXHIBIT C
Legal Description of Beverly Plaza Premises

Lots 5 through 9, both inclusive in Elmer Jordan and Company's Morgan Park Subdivision of the East 40 rods of the Northeast 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Nos.:

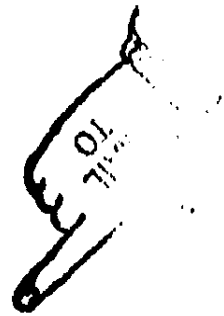
- 24 24 207 023
- 24 24 207 024
- 24 24 207 025
- 24 24 207 026
- 24 24 207 027

Common Address:
11110-11126 S. Western Ave.
Chicago, Illinois

FILED 1987 04 22 11 42 AM '87

Prepared by:
Douglas M. Ellis
Neal Barber & Eisenberg
Two N. LaSalle St.
Chicago, IL 60602

RETURN TO: *Box 15*
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1390
CHICAGO, IL 60601
N24-25588-14/M. Owens



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