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This Document Prepared By  
and After Recording Mail to:

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Chicago, Illinois 60601  
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99787507

7117/0092 25 001 Page 1 of 10  
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Cook County Recorder 39.50

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**FIRST AMENDMENT TO: CONSTRUCTION LOAN AGREEMENT;  
MORTGAGE NOTE; MORTGAGE; ASSIGNMENT OF RENTS AND LEASES;  
GUARANTY OF PAYMENT AND PERFORMANCE;  
AND OTHER LOAN DOCUMENTS**

This **FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT; MORTGAGE NOTE; MORTGAGE; ASSIGNMENT OF RENTS AND LEASES; GUARANTY OF PAYMENT AND PERFORMANCE; AND OTHER LOAN DOCUMENTS** (this "Amendment") is entered into as of the 5th day of <sup>May</sup> ~~June~~, 1999 among **CLYBOURN CORTLAND L.L.C.**, an Illinois limited liability company ("Borrower"), **DOUGLAS FELTEN** and **MARK MATTHEWS** (Messrs. Felten and Matthews are hereinafter sometimes together referred to as the "Guarantors") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle Bank NI ("Lender").

**RECITALS:**

A. On or about November 25, 1997, Lender and Borrower entered into a certain Construction Loan Agreement (the "Loan Agreement") pursuant to which Lender agreed to make a certain loan (the "Loan") to Borrower in the maximum principal amount of Three Million Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$3,725,000.00).

REI TITLE SERVICES #

732190

Permanent Real Estate  
Tax Index No. 14-32-137-001

Common Address:  
2000 North Clybourn Avenue  
Chicago, Illinois

Handwritten initials: RSD

1115 North Dearborn Street  
Chicago, Illinois 60610  
Tel: (312) 467-1000  
Fax: (312) 467-1001

This document is for informational purposes only.

**ASSIGNMENT OF RIGHTS AND LIABILITIES;  
MORTGAGE; AND FIRST AMENDMENT TO  
CONSTRUCTION LOAN AGREEMENT;  
AND OTHER DOCUMENTS**

The FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT; MORTGAGE; AND ASSIGNMENT OF RIGHTS AND LIABILITIES; AND OTHER DOCUMENTS (this "Assignment") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_, a limited liability company ("Borrower"), and \_\_\_\_\_, a limited liability company ("Bank"). Borrower and Bank are together referred to as the "Parties".

**RECITALS**

That on or about November 23, 1997, Bank and Borrower entered into a certain Construction Loan Agreement (the "Loan Agreement") pursuant to which Bank agreed to make a certain loan to Borrower in the maximum principal amount of Three Million Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$3,725,000.00).

Government Fee, Estate  
Tax Index No. 14 32 137 001  
Common Address:  
2009 North Clybourn Avenue  
Chicago, Illinois

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B. The Loan is evidenced by a certain Mortgage Note (the "Note") dated November 25, 1997 made by Borrower and payable to the order of Lender in the maximum principal amount of Three Million Seven Hundred Twenty-Five and No/100 Dollars (\$3,725,000.00). The Note is secured, among other things, by the following (collectively, the "Loan Documents"):

(i) Mortgage (the "Mortgage") dated November 25, 1997 made by Borrower in favor of Lender and recorded in the Office of the Cook County, Illinois Recorder of Deeds (the "Recorder") on December 5, 1997 as Document No. 97915892 and encumbering the real estate legally described in Exhibit A attached hereto, together with the buildings and other improvements located hereon (collectively, the "Project");

(ii) Assignment of Rents and Leases dated November 25, 1997 made by Borrower in favor of Lender and recorded in the Office of the Recorder on December 5, 1997 as Document No. 97915893;

(iii) Security Agreement dated November 25, 1997 made by Borrower in favor of Lender;

(iv) Payment and Performance Guaranty (the "Guaranty") dated November 25, 1997 made by the Guarantors, jointly and severally, in favor of Lender;

(v) Environmental Indemnity Agreement (the "Indemnity") dated November 25, 1997 made by Borrower and the Guarantors, jointly and severally, in favor of Lender; and

(vi) Subordination of Management Agreement (the "Subordination") dated November 25, 1997 made by Argent Real Estate Corporation in favor of Lender.

C. As of the date hereof, the outstanding principal balance of the Loan is Three Million Two Hundred Forty-Three Thousand Two Hundred Ten Dollars and 52/100ths (\$3,243,210.52).

D. Borrower has requested and Lender has agreed to extend the Maturity Date (as defined in the Loan Agreement and the Note) in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

I. Loan Agreement.

1. In Paragraph 1 of the Loan Agreement, the definition of the term "Maturity Date" shall be deleted in its entirety and the following definition shall be substituted therefor:

"Maturity Date" shall mean July 25, 1999."

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The Form is enclosed by a certain Mortgage Note (the "Note") dated November 23, 1997 made by Borrower and payable to the order of Lender in the amount principal amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). The Note is secured by a certain mortgage by the following collection of documents:

(i) Mortgage (the "Mortgage") dated November 23, 1997 made by Borrower to Lender and recorded in the Office of the County Clerk, County of Cook, Illinois, Recorder of Deeds (the "Recorder") on December 2, 1997 as Document No. 97012807 and encumbering the premises (legally described in Exhibit A attached hereto) together with the buildings and other improvements located thereon (the "Premises");

(ii) Assignment of Kents and Associates dated November 23, 1997 made by Kents and Associates to Lender and recorded in the Office of the Recorder on December 2, 1997 as Document No. 97012807;

(iii) Security Agreement dated November 23, 1997 made by Borrower in favor of Lender;

(iv) Financial and Performance Guaranty (the "Guaranty") dated November 23, 1997 made by the Guarantors, jointly and severally, in favor of Lender;

(v) Environmental Indemnity Agreement (the "Indemnity") dated November 23, 1997 made by Borrower and the Guarantors, jointly and severally, in favor of Lender; and

(vi) Subordination of the Security Agreement (the "Subordination") dated November 23, 1997 made by Kents and Associates in favor of Lender.

At the date hereof, the outstanding principal balance of the Note in Full Payment is Two Hundred Forty Three Thousand Two Hundred Sixty Two Dollars and Sixty Two Cents (\$243,262.62).

Borrower has consented and Lender has agreed to extend the Maturity Date for the term of the Note in accordance with the terms and conditions of this Agreement.

NOTICE: THIS AGREEMENT, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed as follows: All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in this Loan Agreement.

## Loan Agreement

For purposes of this Loan Agreement, the definition of the term "Maturity Date" shall be defined in accordance with the following definition which is substituted therefor:

"Maturity Date" shall mean July 31, 1997.

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2. All references contained in the Loan Agreement to the Note, the Mortgage, the Guaranty or any other Loan Document shall be deemed to refer to the Note, the Mortgage, Guaranty, or such other Loan Document, as amended by this Amendment.

II. Note.

1. Paragraph 2(q) of the Note shall be deleted in its entirety and the following new paragraph 2(q) shall be substituted therefor:

"(q) Maturity Date. July 25, 1999."

2. All references contained in the Note to the Loan Agreement, the Mortgage, the Guaranty or any other Loan Document shall be deemed to refer to the Loan Agreement, the Mortgage, the Guaranty or such other Loan Document, as amended by this Amendment.

III. Guaranty.

1. All references contained in the Guaranty to the Loan Agreement, the Note, the Mortgage or any other Loan Document shall be deemed to refer to the Loan Agreement, the Note, the Mortgage or such other Loan Document, as amended by this Amendment.

IV. Mortgage and Other Loan Documents.

1. In the second paragraph of the first page of the Mortgage, the date "May 25, 1999" shall be deleted and the date "July 25, 1999" shall be substituted therefor.

2. All references contained in the Mortgage or any other Loan Document to the "Maturity Date" shall be deemed to refer to the definition of the Maturity Date, as modified by this Amendment.

3. All references contained in the Mortgage or any other Loan Documents to the Loan Agreement, the Note, the Guaranty or any other Loan Document shall be deemed to refer to the Loan Agreement, the Note, the Guaranty, the Mortgage or such other Loan Document, as amended by this Agreement.

4. The Mortgage and the other Loan Documents are hereby amended to secure the Note, as amended by this Amendment.

V. Miscellaneous.

1. Borrower hereby represents and warrants to Lender as follows:

(a) Each of the representations and warranties made by Borrower in the Loan Agreement is true and correct in all material respects.

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All references contained in the Loan Agreement to the Note, the Mortgage, the Guaranty or any other Loan Document shall be deemed to refer to the Note, the Mortgage, Guaranty or such other Loan Document as amended by this Amendment.

Paragraph 2(d) of the Note shall be deleted in its entirety and the following new paragraph 2(d) shall be substituted therefor:

All references contained in the Note to the Loan Agreement, the Mortgage, the Guaranty or any other Loan Document shall be deemed to refer to the Loan Agreement, the Mortgage, the Guaranty or such other Loan Document as amended by this Amendment.

All references contained in the Guaranty to the Loan Agreement, the Note, the Mortgage, the Guaranty or any other Loan Document shall be deemed to refer to the Loan Agreement, the Note, the Mortgage, the Guaranty or such other Loan Document as amended by this Amendment.

In the second paragraph of the first page of the Mortgage, the word "Note" shall be substituted for the word "Loan Document" and the word "Note" shall be substituted for the word "Loan Document" in the definition of the word "Mortgage" as modified by this Amendment.

All references contained in the Mortgage or any other Loan Document to the Loan Agreement, the Note, the Guaranty or any other Loan Document shall be deemed to refer to the Loan Agreement, the Note, the Guaranty or such other Loan Document as amended by this Amendment.

The Mortgage and the other Loan Documents are hereby attached to secure the Note as amended by this Amendment.

Borrower hereby represents and warrants as follows:

Each of the representations and warranties made by Borrower in the Loan Agreement is true and correct in all material respects.

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(b) Borrower has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder. Upon the execution and delivery hereof, this Amendment shall be valid, binding and enforceable upon Borrower. Execution and delivery of this Amendment do 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 is a party or is bound or which is binding upon or applicable to the Project or any portion thereof.

(c) There are no conditions, events or circumstances existing, or any litigation, arbitrations, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower or the Project, or which would prevent Borrower or any Guarantor from complying with or performing its or his respective obligations under the Loan Agreement, the Note or the Loan Documents, as hereby amended, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

(d) No Event of Default or event or circumstance which with the giving of notice, the passage of time, or both, could constitute an Event of Default exists under the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents, all as amended by this Amendment.

(e) As of the date hereof, the outstanding principal balance of the Loan is Three Million Two Hundred Forty-Three Thousand Two Hundred Ten Dollars and 52/100ths (\$3,243,210.52).

2. The obligation of Lender to enter into this Amendment shall be subject to Borrower causing to be delivered to Lender the following, all of which shall be satisfactory in form and substance to Lender:

(a) This Amendment;

\* NO FEE

~~(b) A loan fee in the amount of \$18,625, which fee shall be deemed to be fully earned and non-refundable upon execution of this Amendment;~~

*for  
John*

(c) Borrower shall have delivered to Lender evidence reasonably satisfactory to Lender regarding the authority of Borrower to enter into this Amendment, and

(d) The payment by Borrower to Lender of an amount equal to all of Lender's out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses incurred by Lender in connection with the negotiation and documentation of the agreements contained in this Amendment, together with all recording fees and title charges incurred in connection therewith.

3. Borrower hereby represents that it has reviewed the areas within its business and operations which could be adversely affected by, and have developed or are developing a program

(f) Borrower has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder. Upon the execution and delivery hereof, this Amendment shall be valid, binding and enforceable upon Borrower. Execution and delivery of this Amendment shall not constitute an admission of liability or an acknowledgment of any debt or obligation of Borrower. This Amendment shall not constitute an admission of liability or an acknowledgment of any debt or obligation of Borrower. This Amendment shall not constitute an admission of liability or an acknowledgment of any debt or obligation of Borrower. This Amendment shall not constitute an admission of liability or an acknowledgment of any debt or obligation of Borrower.

(g) There are no conditions, events or circumstances existing, or any litigation, arbitrations, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower or the Project, or which would prevent Borrower or any Guarantor from complying with or performing its or his respective obligations under the Loan Agreement, the Note or the Loan Documents, as hereby amended, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

(h) No Event of Default or event or circumstance which with the giving of notice, the passage of time, or both, could constitute an Event of Default exists under the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents, all as amended by this Amendment.

(i) As of the date hereof, the outstanding principal balance of the Loan is \$1,000,000.00 (One Million Dollars and No/100ths Cent).

(j) The amount of the Loan is subject to Borrower's obligation to the Lender to be satisfied by the following 3% of which shall be satisfactory in form and substance to Lender:

- (a) This Amendment;
(b) A loan fee in the amount of \$18,000, which fee shall be deemed to be fully earned and non-refundable upon execution of this Amendment;

(k) Borrower shall have delivered to Lender evidence reasonably satisfactory to Lender regarding the authority of Borrower to enter into this Amendment and

(l) The payment by Borrower to Lender of an amount equal to all of Lender's out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses incurred by Lender in connection with the negotiation and documentation of the agreement contained in this Amendment, together with all recording fees and title charges incurred in connection therewith.

3. Borrower hereby represents that it has reviewed the mass within its business and operations which could be adversely affected by and have developed or are developing a program



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to address on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Borrower may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999), and has made related appropriate inquiry of its material suppliers and vendors. Based on such review and program, Borrower believes that the Year 2000 Problem, as related to computer applications used by Borrower, will not have a material adverse effect on Borrower or the Project. From time to time, at the request of Lender, Borrower shall provide to Lender such updated information or documentation as is requested regarding the status of its efforts to address the Year 2000 Problem.

4. Borrower hereby reaffirms, ratifies and confirms its obligations and liabilities under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this Amendment, and the liens and the security interests created thereby, and acknowledges that as of the date of execution and delivery of this Amendment to Lender, Borrower has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower under the Loan Agreement, the Note, the Mortgage and such other Loan Documents, all as so amended.

5. The Guarantors hereby represent and warrant to Lender that each of the representations and warranties made by each Guarantor in the Guaranty is true and correct in all material respects and that each Guarantor has complied with all covenants thereof contained therein. The Guarantors hereby consent to Borrower executing and delivering this Amendment. Each Guarantor hereby reaffirms, ratifies and confirms his respective obligations and liabilities under the Guaranty and any of the other Loan Documents to which any Guarantor is a party, all as amended by this Amendment, and the liens and the security interests created thereby, and acknowledges that as of the date of delivery of this Amendment to Lender, no Guarantor has any defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of any Guarantor under the Guaranty and such other Loan Documents, all as so amended.

6. This Amendment shall be binding on and enforceable against Borrower, each Guarantor and their respective heirs, legatees, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

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

8. In the event of any conflict or discrepancy between any term or provision of this Amendment and any term or provision of any one or more of the Loan Agreement, the Note, the Mortgage, the Guaranty or the other Loan Documents, the term or provision of this Amendment shall prevail.

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

...based on a timely basis, the "Year 2000 Problem" (that is, the risk that computer applications used by Borrower may be unable to recognize and perform properly date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999), and has made related appropriate inquiry of its internal suppliers and vendors. Based on such review and program, Borrower believes that the Year 2000 Problem, as related to computer applications used by Borrower, will not have a material adverse effect on Borrower or the Project. From time to time, at the request of Lender, Borrower shall provide to Lender such updated information or documentation as is requested regarding the status of its efforts to address the Year 2000 Problem.

4. Borrower hereby reaffirms, ratifies and confirms its obligations and liabilities under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all as amended by this Amendment, and the liens and the security interests created thereby, and acknowledges that as of the date of execution and delivery of this Amendment to Lender, Borrower has no delinquent claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower under the Loan Agreement, the Note, the Mortgage and such other Loan Documents, all as amended.

5. The Guarantors hereby represent and warrant to Lender that each of the representations and warranties made by each Guarantor in the Guaranty, in one and correct in all material respects and that each Guarantor has complied with all covenants thereof contained therein. The Guarantors hereby consent to Lender exercising and enforcing this Amendment, each Guarantor hereby reaffirms, ratifies and confirms his respective obligations and liabilities under the Guaranty and any of the other Loan Documents to which any Guarantor is a party, all as amended by this Amendment, and the liens and the security interests created thereby, and acknowledges that as of the date of delivery of this Amendment to Lender, no Guarantor has any delinquent claims or set-offs to the enforcement by Lender of the obligations and liabilities of any Guarantor under the Guaranty and such other Loan Documents, all as amended.

6. This Amendment shall be binding on and enforceable against Borrower, each Guarantor and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

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

8. In the event of any conflict or discrepancy between any term or provision of this Amendment and any term or provision of any one or more of the Loan Agreement, the Note, the Mortgage, the Guaranty or the other Loan Documents, the term or provision of this Amendment shall prevail.

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

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

**BORROWER:**

**CLYBOURN CORTLAND L.L.C.**, an Illinois limited liability company

By: **Argent Real Estate Development Corporation**, an Illinois corporation, its Managing Member

By: *D. Felten*  
Name: Douglas Felten  
Title: Pres., Argent Real Estate Dev. Corp

**GUARANTORS:**

*D. Felten*  
**DOUGLAS FELTEN**

*Mark Matthews*  
**MARK MATTHEWS**

**LENDER:**

**LASALLE BANK NATIONAL ASSOCIATION**, a national banking association

By: *Jerry Samlik*  
Name: JERRY SAMLIK  
Title: Sr. V.P.

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

above.

WITNESSES:

CLYBURN COUNTY CORPORA...  
limited liability company

By: Arant (Real Estate Development)  
Corporation, an Illinois corporation, its  
Managing Director

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

WITNESSES:

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

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

WITNESSES:

LABALLE BANK NATIONAL ASSOCIATION  
a national banking association

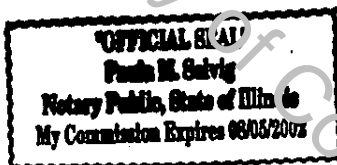
\_\_\_\_\_  
Name:  
Title:

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, PAULA M. SELVIG, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Douglas Felter, the President of Argent Real Estate Development Corporation, the managing member of Clybourn Cortland L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23<sup>rd</sup> day of June, 1999.



Paula M. Selvig  
Notary Public

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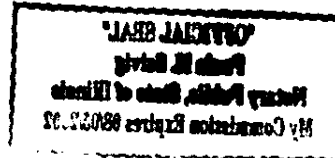
STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ do hereby certify that \_\_\_\_\_ in the State of Illinois, do hereby certify that \_\_\_\_\_ of Agent Real Estate Development Corporation, the managing member of C Corporation Cottland L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he had signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public



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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, PAULA M. SELVIG, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, Douglas Felten and Mark Matthews who are 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, severally, 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 23<sup>rd</sup> day of June, 1999.



Paula M. Selvig  
Notary Public

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STATE OF ILLINOIS

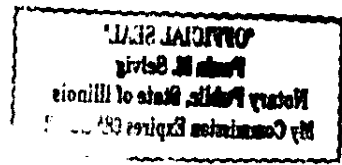
1997

COUNTY OF COOK

Notary Public in and for the County of Cook, Illinois, do hereby certify that Douglas Johnson and Wendy Johnson who are 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, severally, that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

WITNESSETH under my hand and notary seal, this \_\_\_\_\_ day of June, 1997.

Property of Cook County Clerk's Office



Notary Public



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry Smullen, a Sr. Vice Pres. of LaSalle Bank National Association, a national banking association (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice Pres.; appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of June, 1999.

Kirsten L. Helma  
Notary Public



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STATE OF ILLINOIS  
COUNTY OF COOK

State of Illinois, do hereby certify that \_\_\_\_\_  
of LaSalle Bank National Association, a national banking association (the "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/she  
signed and delivered the said instrument as his/her own free and voluntary act and as the free and  
voluntary act of the Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOTS 2 TO 32, INCLUSIVE, (EXCEPT THOSE PARTS OF SAID LOTS 14 TO 23, INCLUSIVE, LYING SOUTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 215.84 FEET SOUTHWESTERLY FROM (MEASURED PERPENDICULARLY) THE PRESENT WESTERLY RIGHT OF WAY LINE OF NORTH CLYBOURN AVENUE, ALL IN BLOCK 4, IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF THE ALLEYS (NOW VACATED) IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2000 North Clybourn Avenue  
Chicago, Illinois

P.I.N.: 14-32-137-001

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1: LOTS 2 TO 32 INCLUSIVE (EXCEPT THOSE PARTS OF SAID LOTS 14 TO 23 INCLUSIVE, LYING SOUTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 21.84 FEET SOUTHWESTERLY FROM (MEASURED PERPENDICULARLY) THE PRESENT WESTERLY RIGHT OF WAY LINE ON NORTH CLYBOURN AVENUE, ALL IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEPHERD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF THE ALLEYS (NOW VACATED) IN BLOCK 4 IN THE SUBDIVISION OF BLOCK 13 IN SHEPHERD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2000 North Clybourn Avenue  
Chicago, Illinois

P.I.N.: 14-01-137-001