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Eugene "Gene" Moore Fee: \$48.50
Cook County Recorder of Deeds
Date: 07/12/2004 11:55 AM Pg: 1 of 13

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07-07-04

Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601

NO1023191 1 of 1 - lmb

THIRD MODIFICATION AGREEMENT

THIS THIRD MODIFICATION AGREEMENT dated as of July 9, 2004, but in the case of Section 3 hereof effective as of June 12, 2004, by and among FORDHAM 65 E. GOETHE L.L.C., a Delaware limited liability company (the "Mortgagor"), THE FORDHAM COMPANY, an Illinois corporation ("Fordham Company"), and CHRISTOPHER T. CARLEY ("Carley") (Fordham Company and Carley being sometimes referred to herein collectively as the "Guarantors," and the Mortgagor and the Guarantors being sometimes referred to herein collectively as the "Borrower/Guarantor Parties"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank");

WITNESSETH:

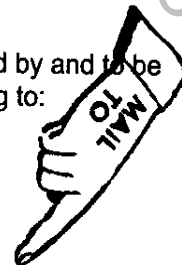
WHEREAS, the Borrower/Guarantor Parties and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Construction Loan Agreement dated as of December 11, 2002 (the "Loan Agreement"), by and between the Mortgagor and the Bank;
- (ii) Construction Loan Mortgage Note A dated December 11, 2002 ("Note A"), from the Mortgagor to the Bank in the principal amount of \$21,800,000;

Permanent Tax Index Numbers and Address:
See Exhibit A

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse
Elizabeth Pfeiler Foley
Seyfarth Shaw LLP
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603



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(iii) Construction Loan Mortgage Note B dated December 11, 2002 ("Note B" and together with Note A, the "Notes"), from the Mortgagor to the Bank in the principal amount of \$6,000,000;

(iv) Construction Loan Mortgage and Security Agreement dated as of December 11, 2002, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 20, 2002, as Document No. 0021419056;

(v) Construction Loan Assignment of Rents and Leases dated as of December 11, 2002, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook of Cook County, Illinois, on December 20, 2002, as Document No. 0021419117;

(vi) Assignment of Plans, Permits and Contracts dated as of December 11, 2002, from the Mortgagor to the Bank;

(vii) Construction Loan Indemnity Agreement dated as of December 11, 2002, from the Mortgagor and the Guarantors to the Bank; and

(viii) Construction Loan Guaranty dated as of December 11, 2002, from the Guarantors to the Bank; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of June 12, 2003 (the "First Modification"), by and among the Borrower/Guarantor Parties and the Bank, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 3, 2003, as Document No. 0318407013, and by the Second Modification Agreement dated as of December 12, 2003 (the "Second Modification"), by and among the Borrower/Guarantor Parties and the Bank, a Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, December 31, 2003, as Document No. 0336539031 (the First Modification and the Second Modification being sometimes referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as modified and amended by the Previous Modifications, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents; Defined Terms. (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.

(b) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and

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amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

(c) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Amended and Restated Loan Agreement referred to in Section 5 of this Agreement.

Section 2. Loan Amount. Effective as of the date of this Agreement, the amount of the Loan is \$18,000,000 and all references in the Documents to the amount of the Loan and the Note are modified and amended to read "\$18,000,000." The parties acknowledge that as of the date of this Agreement, the principal amount outstanding on the Loan is \$21,436,241.50. On the date of this Agreement, the Mortgagor shall make a payment on the principal of the Loan and the Note in the amount of \$5,000,000, which will reduce the principal balance outstanding on the Loan to \$16,436,241.50, leaving \$1,563,758.50 in undisbursed proceeds of the \$18,000,000 Loan. Such \$1,563,758.50 in undisbursed proceeds of the Loan shall be subject to disbursement in accordance with the terms and conditions of the Amended Loan Agreement referred to in Section 5 of this Agreement.

Section 3. Maturity Date. The maturity date of the Loan and the Note as previously extended was June 12, 2004. Effective as of June 12, 2004, the maturity date of the Loan and the Note is extended to June 12, 2005, and all references in the Documents to the maturity date of the Loan and the Note are modified and amended to read "June 12, 2005."

Section 4. Interest Rates. Effective as of the date of this Agreement, the interest rates on the Loan and the Note shall be as provided in the Amended Loan Agreement referred to in Section 5 of this Agreement. Such interest rates are reflected in the amendment to the Mortgage that is provided for in Section 6 of this Agreement.

Section 5. Amended and Restated Loan Agreement and Note. In order to provide for the matters referred to above in this Agreement and other modifications and amendments to the terms of the Loan that have been agreed upon by the parties, on the date of the execution and delivery of this Agreement, (i) the Mortgagor and the Bank shall execute and deliver an Amended and Restated Loan Agreement dated as of the date of this Agreement (the "Amended Loan Agreement"), which Amended Loan Agreement shall amend and restate the Loan Agreement in its entirety, and (ii) the Mortgagor shall execute and deliver to the Bank an Amended and Restated Construction Loan Mortgage Note dated as of the date of this Agreement (the "Amended Note"). From and after the execution of the Amended Loan Agreement, all references in the Documents to the "Loan Agreement" shall be deemed to be references to the Amended Loan Agreement, and from and after the execution of the Amended Note, all references in the Documents to the "Notes" shall be deemed to be references to the Amended Note, and all of the Documents are hereby modified and amended accordingly.

Section 6. Amendment of Mortgage. (a) Without limitation on any other provision of this Agreement, the definitions in Section 1.1 of the Mortgage that are set forth below are hereby modified and amended in their entirety to read as set forth below:

"Loan Agreement" means the Amended and Restated Construction Loan Agreement dated as of July 9, 2004, by and between the Mortgagor and the Mortgagee.

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"Note" means the Amended and Restated Construction Loan Mortgage Note of the Mortgagor dated July 9, 2004, payable to the order of the Mortgagee in the amount of \$18,000,000, issued under the Loan Agreement to evidence the Loan.

(b) Without limitation on any other provision of this Agreement, Section 2.1 of the Mortgage is hereby modified and amended in its entirety to read as follows:

Section 2.1. Payment of Indebtedness. The Mortgagor covenants and agrees that it will pay when due the principal of and interest on the indebtedness hereby secured evidenced by the Note, all other sums which may become due pursuant thereto or hereto, and all other indebtedness hereby secured as described in the foregoing granting clauses of this Mortgage, including, but not limited to, all charges, fees and all other sums to be paid by the Mortgagor as provided in the Loan Documents, and that it will duly and punctually perform, observe and comply with all of the terms, provisions and conditions herein and in the other Loan Documents provided to be performed and observed by the Mortgagor. All amounts payable under this Mortgage shall be paid by the Mortgagor without offset or other reduction. The Note, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, is in the principal amount of \$18,000,000 and bears interest at a variable rate of 1.0% in addition to the Mortgagee's Prime Rate (as defined below) from time to time in effect while the Loan and the Note are outstanding. For such purposes, the term "Prime Rate" shall mean a rate per annum equal to the prime rate of interest announced from time to time by the Mortgagee, which is not necessarily the lowest rate charged to any customer, changing when and as said prime rate changes. Interest is payable on the Note in arrears on the first day of each month commencing as provided in the Loan Agreement. All of the unpaid principal of and accrued and unpaid interest on the Note shall be due and payable on June 12, 2005.

Section 7. Financing Fees. The Mortgagor shall pay to the Bank non-refundable financing fees on the dates and in the amounts provided below:

(i) On the date of the execution and delivery of this Agreement, and as a condition to agreements of the Bank provided for in this Agreement, the Mortgagor shall pay to the Bank a non-refundable financing fee in the amount of \$45,000, which amount is equal to 0.25% of the amount of the Loan.

(ii) On the earlier of December 12, 2004, provided that the Loan is then still outstanding, and the date of the occurrence of any Event of Default under the Loan Agreement or any of the other Documents, the Mortgagor shall pay to the Bank an additional non-refundable financing fee in an amount equal to 0.25% of the Bank's "Commitment" (as defined below) with respect to the Loan. For such purposes, the term "Commitment" means, with respect to the Loan, an amount equal to the sum of (A) the principal amount outstanding on the Loan as of the date on which such additional financing fee is due and payable, plus (B) if less than all of the proceeds of the Loan have been disbursed by the Bank as of the date on which such additional financing fee is due and payable, the amount that has not been disbursed by the Bank on the Loan as of such date.

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Section 8. Acknowledgment re Status of Improvements. The Borrower/Guarantor Parties hereby acknowledge and agree that as of the date of the execution and delivery of this Agreement, the Improvements, other than those Units which have previously been sold and closed, have not been completed in accordance with the provisions of Section 6.10 of the Loan Agreement.

Section 9. Release of Collateral Letter of Credit. On the date of this Agreement, provided that the Mortgagor shall have made a payment on the principal of the Loan and the Note in the amount of \$5,000,000, as required by Section 2 of this Agreement, the Bank shall release to the Mortgagor the Collateral Letter of Credit referred to in Section 2.5 of the Loan Agreement.

Section 10. Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Bank as follows:

(a) The Mortgagor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly admitted to transact business in the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modifications to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.

(b) The Manager (as defined in the Loan Agreement) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly admitted to transact business in the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into and execute and deliver this Agreement and each of the Documents and the Previous Modifications to which the Mortgagor is a party in its capacity as manager of the Mortgagor, and to otherwise perform and consummate the transactions contemplated thereby.

(c) Fordham Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modifications to which it is a party and to perform and consummate the transactions contemplated hereby and thereby.

(d) Carley is under no legal disability and has full right, power and authority to enter into this Agreement and each of the Documents and the Previous Modifications to which he is a party and to perform and consummate the transactions contemplated hereby and thereby.

(e) This Agreement and each of the Documents and the Previous Modifications has been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement and each of the Documents and the Previous Modifications constitutes a valid and legally binding obligation enforceable against such of the Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement and each of the Documents and the Previous Modifications and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the articles of organization or operating agreement of the Mortgagor or the Manager, the articles of incorporation or bylaws of Fordham

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Company, or any agreement or other instrument to which any of the Borrower/Guarantor Parties are a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.

(f) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents and the Previous Modifications to which they are a party, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modifications.

(g) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents or the Previous Modifications, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.

(h) The statements contained in the recitals to this Agreement are true and correct.

Section 11. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein and by the Amended Loan Agreement and the Amended Note. The Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents as previously modified and amended by the Previous Modifications and as modified and amended herein and by the Amended Loan Agreement and the Amended Note; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein and by the Amended Loan Agreement and the Amended Note. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement and by the Amended Loan Agreement and the Amended Note.

Section 12. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Bank that, except as disclosed to the Bank in writing on or prior to the date of this Agreement, all certifications, representations and warranties contained in the Documents and the Previous Modifications and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

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Section 13. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth.

Section 14. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 16. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 17. Construction. (a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Borrower/Guarantor Parties and the Bank, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 18. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

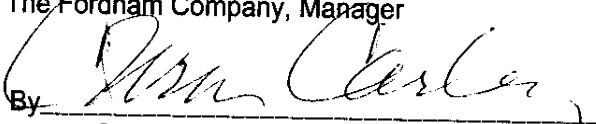
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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.


FORDHAM 65 E. GOETHE L.L.C.

By Fordham Goethe Management L.L.C., Manager

By The Fordham Company, Manager

By 
Christopher T. Carley
Chairman

THE FORDHAM COMPANY

By 
Christopher T. Carley
Chairman


Christopher T. Carley

LASALLE BANK NATIONAL ASSOCIATION

By _____
Title:

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

FORDHAM 65 E. GOETHE L.L.C.

By Fordham Goethe Management L.L.C., Manager

By The Fordham Company, Manager

By _____
Christopher T. Carley
Chairman

THE FORDHAM COMPANY

By _____
Christopher T. Carley
Chairman

Christopher T. Carley

LASALLE BANK NATIONAL ASSOCIATION

By  _____
Title: FVP

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of July, 2004, by Christopher T. Carley, Chairman of The Fordham Company, an Illinois corporation, the Manager of Fordham Goethe Management L.L.C., a Delaware limited liability company, the Manager of Fordham 65 E. Goethe L.L.C., a Delaware limited liability company, on behalf of said corporation and said limited liability companies.

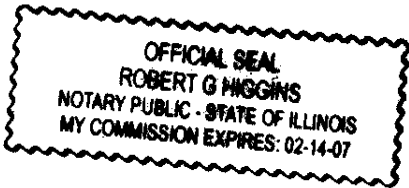


Robert G. Higgins

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of July, 2004, by Christopher T. Carley, Chairman of The Fordham Company, an Illinois corporation, on behalf of the corporation.

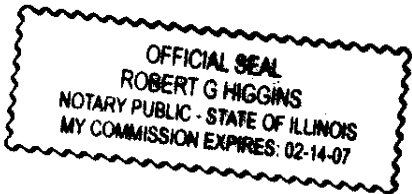


Robert G. Higgins

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of July, 2004, by Christopher T. Carley.



Robert G. Higgins

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of July, 2004, by SASON M. Costello, FVP of LaSalle Bank National Association, a national banking association, on behalf of the association.

Preeti Saini
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

UNITS 101, 102, 103, 3 NORTH, 3 EAST, 4 WEST, 4 NORTH, 4 EAST AND 5 EAST, AND PARKING SPACE UNITS P-1, P-2, P-7, P-10, P-11, P-16, P-17, P-18, P-19, P-22, P-27, P-28, P-41, P-42, P-43, P-44, P-45, P-48 AND P-49 IN 65 E. GOETHE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

LOT 4 AND LOT 3 (EXCEPT THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 3, 21 FEET 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT IN THE SOUTH BOUNDARY OF LOT 3, 14 FEET $4\frac{1}{4}$ INCHES WEST OF THE SOUTHEAST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 INCLUSIVE, AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST $\frac{1}{2}$ OF THE FOLLOWING TAKEN AS A TRACT: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 2, 3 FEET AND $1\frac{5}{8}$ INCHES EAST OF THE NORTHWEST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 AND $\frac{7}{8}$ INCHES EAST OF THE SOUTHWEST CORNER THEREOF; TOGETHER WITH THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF SAID LOT 3, 21 FEET AND 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 3, 14 FEET AND $4\frac{1}{4}$ INCHES WEST OF THE SOUTHEAST CORNER; ALL IN SUBDIVISION OF LOTS 4, 5, 6 AND 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 (EXCEPT THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3 FEET $1\frac{5}{8}$ INCHES EAST OF THE NORTHWEST CORNER TO THE POINT ON SOUTH BOUNDARY OF LOT 2, 10 FEET $7\frac{7}{8}$ INCHES EAST OF SOUTHWEST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER ($\frac{1}{4}$) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE EAST HALF (1/2) OF FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3 FEET AND 1 5/8 INCHES EAST OF NORTHWEST CORNER TO A POINT ON SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 7/8 INCHES EAST OF SOUTHWEST CORNER THEREOF; ALSO OF THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF SAID LOT 3, 21 FEET 11 INCHES WEST OF NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF LOT 3, 14 FEET 4 3/4 INCHES WEST OF SOUTH EAST CORNER ALL IN SUBDIVISION OF LOTS 4 TO 7 AND THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 21, 2002 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0020920698, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNITS AS SET FORTH IN SAID DECLARATION OF CONDOMINIUM (THE "DECLARATION").

AND

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE LIMITED COMMON ELEMENT NUMBERS 3, 10, 12, 13, 14, 15, 17, 18, 19 AND 22 AS DELINEATED ON THE AFORESAID PLAT OF SURVEY.

Address:

65 E. Goethe, Chicago, Illinois 60610

Permanent Tax Index Numbers:

Part of 17-03-110-002, 17-03-110-004, 17-03-110-009 and 17-03-110-010