0627842155 Fee: \$76.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/05/2006 01:28 PM Pg: 1 of 27

FOURTH MODIFICATION AGREEMENT

THIS FOUR I'H MODIFICATION AGREEMENT dated as of September 1, 2006 (this "Agreement"), by and between VILLAGE OF OAK PARK RESIDENCE CORPORATION, an Illinois not for profit corporation (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank");

WINESSETH:

WHEREAS, the Mortgagor and the Bank heretofore entered into the following documents (collectively, the "Series 2001 Document.").

- Reimbursement Agreement dated as of July 1, 2001 (the "Series 2001 Reimbursement Agreement"), by and between the Mort (ag)r and the Bank;
- (ii) Security Agreement (Borrower Bonds) dated as of July 1, 2001 (the "Series 2001 Security Agreement"), by and among the Mortgago:, LaSalle Bank National Association, as national banking association, as Trustee, and the Buk:
- Mortgage and Security Agreement dated as of July 1, 2001 (the "Series 2001 Mortgage"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 18, 2001, as Document No. 0010639(19;

Permanent Tax Index Numbers and Addresses:

This Instrument Prepared by and to be

Returned After Recording to:

See Exhibits A and B

James A. Schraidt Alvin L. Kruse Seyfarth Shaw

131 South Dearborn Street, Suite 2400

Chicago, Illinois 60603

Box 400-CTCC

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- (iv) Assignment of Rents and Leases dated as of July 1, 2001 (the "Series 2001 Assignment of Rents"), from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 18, 2001, as Document No. 0010639420;
- (v) Indemnity Agreement dated as of July 1, 2001 (the "Series 2001 Indemnity Agreement"), from the Mortgagor to the Bank; and
- (vi) Subordination and Standby Agreement dated as of July 1, 2001 (the "Series 2001 Subordination Agreement"), by and among Village of Oak Park, an Illinois murnifical corporation, the Bank and the Mortgagor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 18, 2001, as Document No. 0010639422; and

WHEREAS, the Series 2001 Documents were previously modified and amended by the Modification and Spreader Agreement dated as of January 16, 2004 (the "First Modification"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County Illinois, on February 10, 2004, as Document No. 0404131112, by the Second Modification Agreement dated as of June 14, 2006 (the "Second Modification"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 25, 2006, as Document No. 0626842164, and by the Third Modification Agreement dated as of September 1, 2006 (the "Third Modification" and collectively with the First Modification and the Second Modification, the "Prior Modifications"), by and between the Mortgagor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 25, 2006, as Document No. 0626842165; and

WHEREAS, the Series 2001 Documents, as modified and amended by the Prior Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, pursuant to the Series 2001 Reimbursement Agreement, the Bank has issued its Irrevocable Transferable Letter of Credit No. S531861 dated July 18, 2001 (the "Series 2001 Letter of Credit"), to LaSalle Bank National Association, as Trustee (the "Trustee") as beneficiary, for the account of the Mortgagor in the amount of \$13,179,507, to secure the \$13,000,000 aggregate principal amount Illinois Development Finance Authority Variable Rate Demand Revenue Bonds (Village of Oak Park Residence Corporation Project), Series 2001 (the "Series 2001 Bonds"); and

WHEREAS, pursuant to a Trust Indenture dated as of September 1, 2006 (the "Series 2006 Indenture"), the Illinois Finance Authority is issuing its \$4,000,000 aggregate principal amount Variable Rate Demand Revenue Bonds (Village of Oak Park Residence Corporation Project), Series 2006 (the "Series 2006 Bonds"); and

WHEREAS, in connection with the Series 2006 Bonds, the Bank is issuing its Irrevocable Transferable Letter of Credit No. S593706 dated September 28, 2006 (the "Series"

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2006 Letter of Credit"), to the Trustee as beneficiary, for the account of the Mortgagor in the amount of \$4,055,233; and

WHEREAS, in connection with the series 2006 Bonds and the Series 2006 Letter of Credit the Mortgagor and the Bank are entering into the following documents (collectively, the "Series 2006 Documents"):

- (i) Reimbursement Agreement dated as of September 1, 2006 (the "Series 2006 Reimbursement Agreement"), by and between the Mortgagor and the Bank;
- (ii) Security Agreement (Borrower Bonds) dated as of September 1, 2006 (the "Series 2006 Security Agreement"), by and among the Mortgagor, LaSalle Bank National Association, a national banking association, as Trustee, and the Bank;
- (iii) Mortgage and Security Agreement dated as of September 1, 2006 (the "Series 2006 Microgage"), from the Mortgagor to the Bank;
- (iv) Assignment of Rents and Leases dated as of September 1, 2006 (the "Series 2006 Assignment of Rents"), from the Mortgagor to the Bank;
- (v) Indemnity Agreement dated as of September 1, 2006 (the "Series 2006 Indemnity Agreement"), from the Mortgagor to the Bank; and
- (vi) Subordination and Stand by Agreement dated as of September 1, 2006 (the "Series 2006 Subordination Agreement"), by and among Village of Oak Park, an Illinois municipal corporation, the Bank and the Mortgager; and

WHEREAS, the parties desire to make certain modifications and amendments to the Series 2001 Documents, as modified and amended by the Prior Modifications, to, among other things, (i) provide for the extension of the Stated Expiration Price of the Series 2001 Letter of Credit, (ii) amend the way in which the Letter of Credit Fee for the Series 2001 Letter of Credit is paid, (iii) release certain amounts from the Reserve Account under the Series 2001 Reimbursement Agreement and change the amounts required to be deposited by the Mortgagor thereunder, (iv) provide for the establishment of an interest reserve under the Perice 2001 Reimbursement Agreement, (v) amend the debt service coverage ratio covenant under the Series 2001 Reimbursement Agreement, and (vi) cross collateralize and cross default the obligations of the Mortgagor under the Series 2001 Documents and the Series 2006 Documents, all 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. <u>Recitals Part of Agreement; Capitalized Terms</u>. (a) The foregoing recitals are hereby incorporated into and made a part of this Agreement.

- (b) All capitalized terms used and not otherwise defined herein shall have the meanings specified in the Series 2001 Reimbursement Agreement and/or the Series 2006 Reimbursement Agreement.
- (c) Except as otherwise stated herein, all references in this Agreement to any one or more of the Series 2001 Documents shall be deemed to include the previous modifications and amendments to the Series 2001 Documents provided for in the Prior Modifications, whether or not express reference is made to such previous modifications and amendments.
- Section 2. Extension of Stated Expiration Date of the Series 2001 Letter of Credit. The Bank hereby agrees to issue an amendment to the Letter of Credit extending the Stated Expiration Date of the Letter of Credit from January 15, 2007, to September 30, 2011. All references in the Documents to the Stated Expiration Date of the Letter of Credit shall henceforth be to the date September 30, 2011, and all of the Documents are hereby modified and amended accordingly. Withou, Unitation on the generality of the foregoing provisions of this Section, the date "January 15, 2007" in Section 2.1 of the Mortgage is hereby changed to "September 30, 2011".
- Section 3. Letter of Credit Fee for Series 2001 Letter of Credit. The Letter of Credit Fee for the Series 2001 Letter of Credit shall be payable in advance for the period from September 28, 2006, to September 30, 2007, and annually in advance thereafter on each September 30, commencing September 30, 2007 for the period ending on the immediately following September 30. Without limitation of the generality of the foregoing, Section 2.3(a) of the Series 2001 Reimbursement Agreement is amended in its entirety and restated as follows:
 - "Section 2.3. Letter of Credit Fees. (a) The Account Party shall pay to the Bank fees with respect to the Letter of Credit for the period that it is outstanding, at the rate of 0.75% per annum of the Stated Amount of the Letter of Credit as adjusted from time to time, including in the Stated Amount for such purpose any amounts that are subject to reinstatement. Such fees she'll be payable in advance for the period from September 28, 2006 of and including September 30, 2007, and annually in advance thereaf er on each September 30, commencing September 30, 2007, for the period ending on the immediately following September 30. On the first day of each month commencing with October, 2006, the Account Party shall pay to the Bank, for deposit in an interest bearing account held by the Bank, an amount equal to 1/12th of the next annual Letter of Credit fee to become payable under this Section, as estimated by the Bank. Amounts on deposit in such account may be used by the Account Party for the payment of such Letter of Credit fees."

Section 4. <u>Release of Reserve Fund</u>. Provided no Default or Event of Default shall have occurred an be then continuing under the Series 2001 Documents or the Series 2006 Documents, and provided that all of the conditions precedent to the issuance of the Series 2006 Letter of Credit shall have been satisfied, the Bank shall release to the Mortgagor the sum of

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\$1,516,514.89 held in the Reserve Fund under Section 2.8 of the Series 2001 Reimbursement Agreement. Commencing October 1, 2006, the required monthly deposit into the Reserve fund shall be reduced from \$17,667 to \$11,667. Without limitation of the generality of the foregoing, Section 2.8(a) of the Series 2001 Reimbursement Agreement is amended by deleting existing clause (i) and renumbering existing clause (ii) as (i) and restating it in its entirety as follows:

"(i) On September 28, 2006, and on October 1, 2006, and on the first day of each month thereafter, the sum of \$11,667."

Section 5. Establishment of Interest Reserve Fund. As a condition precedent to the effectiveness of this Agreement, the Mortgagor shall deposit the sum of \$368,000 in a pledged account at the Pank as a reserve against interest rate fluctuations on the Series 2001 Bonds and the Series 2006 Pends. Without limitation of the generality of the foregoing, new Sections 4.8(c), (d) and (e) re hereby added to the Series 2001 Reimbursement Agreement to read as follows:

- "(c) In addition to the Reserve Fund created under Section 2.8 of this Agreement, and the interest rate hedging agreement required under Section 4.8(a) above, the Account Party shall establish an Interest Reserve Fund with the Bank, which shall be held as security for all of the Oeligations. The Interest Reserve Fund shall be invested and held continuously in a tax exempt money market account or other tax exempt investment as selected by the Account Party consistent with the provisions of the Tax Agreement. On or before September 28, 2006, the Account Party shall deposit \$415,000 (or such smaller amount which when combined with amounts already on deposit therein shall equal \$415,000) into the Interest Reserve Fund. The earnings on the Interest Reserve Fund shall be added to the Interest Reserve Fund.
- (d) Provided no Default or Event of Default shall have courred and be continuing, the Bank will release funds from the Interest Reserve Fund to reimburse drawings on the Letter of Credit and Series 2006 Letter of Credit if and during the period when the underlying interest rate on the Bonds and the Series 2006 Bonds exceeds 5.75% per annum, in an amount equal to the amount by which interest payable on the Bonds and the Series 2006 Bonds exceeds the amount of interest on the Bonds and the Series 2006 Bonds calculated at an assumed rate of 5.75% per annum.
- (e) If any Event of Default under this Agreement or any of the other Account Party Documents has occurred and is continuing, amounts on deposit in the Interest Reserve Fund may be applied by the Bank to the payment of any of the Obligations. At such time as the Letter of Credit is surrendered to the Bank or terminates and all of the Obligations have been fully paid and performed, all amounts

on deposit in the Interest Reserve Fund shall be paid to the Account Party.

(f) As security for all of the Obligations, the Account Party hereby assigns to the Bank, and grants a security interest to the Bank in, the Interest Reserve Fund and all amounts from time to time on deposit in the Interest Reserve Fund and all proceeds thereof. For purposes of the foregoing, this Agreement is intended to be a security agreement under the Illinois Uniform Commercial Code."

Section 6. <u>Amendment of Debt Service Coverage Ratio Covenant</u>. Section 4.7 of the Series 2001 Re mbursement Agreement is hereby amended in its entirety and restated as follows:

"Section 4.7. Debt Service Coverage Ratio. For the Account Party's iscal years ending December 31, 2007 and December 31, 2008, the Account Party shall have a Debt Service Coverage Ratio of not less than 1.10 to 1.00, and for each of the Account Party's fiscal years there for, commencing with the fiscal year ending December 31, 2009, the Account Party shall have a Debt Service Coverage Ratio of not less than 1.20 to 1.00."

Section 7. Cross Collateralization and Cross Default Generally. The parties agree that the obligations of the Account Party under the Series 2006 Documents shall be secured by the Series 2001 Documents as well as the Series 2006 Documents, and the Obligations of the Account Party under the Series 2001 Documents shall be secured by the Series 2006 Documents as well as the Series 2001 Documents, and further agree that the Series 2001 Documents and the Series 2006 Documents shall be cross defaulted. All of the Series 2001 Documents shall be and hereby are modified and amended accordingly.

Section 8. <u>Cross Collateralization and Cross Default; Amendment of Series 2001</u>
<u>Reimbursement Agreement</u>. Without limitation of the generality of Section 7 hereof, the Series 2001 Reimbursement Agreement is hereby modified and amended as follows:

(a) The following defined terms contained in Section 1.1 of the Series 2001 Reimbursement Agreement are hereby amended in their entirety and restated as follows:

""Debt Service" means, with respect to the Account Party, for any period, the total of (i) the actual amount of all interest expense of the Account Party for such period, plus (ii) the additional interest expense that the Account Party would have incurred for such period if the rate of interest on the Bonds and the Series 2006 Bonds during such period had been 5.09% per annum, plus (iii) payments of principal with respect to all indebtedness for borrowed money scheduled or otherwise required to be made during such period; all as determined in accordance with GAAP, and, if any proceeds of the Bonds or the Series 2006 Bonds were held in any of the trust funds or accounts created under the

Indenture or the Series 2006 Indenture or in the Reserve Fund, Interest Reserve Fund or Series 2006 Reserve Fund for all or any portion of such period, adjusted by subtracting an amount equal to the lesser of (x) the interest expense referred to in (i) and (ii) above for such period, or such portion of such period, as the case may be, on Bonds or Series 2006 Bonds in a principal amount equal to the amount of such proceeds held in such trust funds or accounts or in the Reserve Fund, Interest Reserve Fund or Series 2006 Reserve Fund, and (y) the amount of Investment Earnings for such period.

"Investment Earnings" means, with respect to the Account Party, for any period, the amount of the investment earnings for such period on any proceeds of the Bonds or the Series 2006 Bonds held in the trust funds and accounts created under the Indenture or the Series 2006 Indenture, or in the Reserve Fund, the Interest Reserve Fund or the Series 2006 Reserve Fund, as determined in accordance with GAAP.

"Obligations" means all obligations of the Account Party to the Bank, howsoever created, absolute or contingent, or now or hereafter existing, or due or to become due, which arise out of or in connection with this Agreement or the Series 2006 Reimbursement Agreement, including, without limitation, the reimbursement obligation of the Account Party set forth in Section 2.2 of this Agreement, the obligation of the Account Party to pay the fees set forth in Section 2.3 of this Agreement, the obligation of the Account Party to pay the additional amounts in the circumstances specified in Section 2.4 of this Agreement, the obligation of the Account Party to pay interest on overdue amounts under this Agreement set forth in Section 2.5 of this Agreement, the obligations of the Account Party set forth in Section 4.4 of this Agreement, and the obligations of the Account Party under any Hedging Agreements entered into with the Bank."

(b) The following new defined terms are hereby added to the Section 1.1 of the Series 2001 Reimbursement Agreement and inserted therein in alphabetical order:

""Hedging Agreements" means (i) any ISDA Master Agreement between the Account Party and the Bank or any other provider, (ii) any Schedule to Master Agreement between the Account Party and the Bank or any other provider, and (iii) all other agreements entered into from time to time by the Account Party and the Bank or any other provider relating to Hedging Transactions.

"Hedging Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Account Party and the Bank or any other provider

which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

'Interest Reserve Fund' means the Interest Reserve Fund created under Section 4.8 of this Agreement.

"Series 2006 Account Party Documents" means the Series 2006 Reimbursement Agreement, the Series 2006 Security Agreement, the Series 2006 Mortgage, the Series 2006 Assignment of Rents, the Series 2006 Indomnity Agreement, the Series 2006 Subordination Agreement, the Series 2006 Loan Agreement, the Series 2006 Note, the Series 2006 Tax Agreement, the Series 2006 Regulatory Agreement, the Series 2006 Placement Agreement and the Series 2006 Remarketing Agreement.

"Series 2006 Assignment of Rents" means the Assignment of Rents and Leases dated as of September 1, 2006, from the Account Party to the Bank, as from time to time modified, amended, renewed and extended.

"Series 2006 Bonds" means the Illinois Finance Authority \$4,000,000 aggregate principal amount of Variable Rate Demand Revenue Bonds (Village of Oak Park Residence Corporation Project), Series 2006, dated September 28, 2006, issued under the Series 20006 Indenture.

"Series 2006 Indemnity Agreement" means the Indemnity Agreement dated as of September 1, 2006, by and between the Account Party and the Bank, as from time to time modified, amended, renewed and extended.

"Series 2006 Indenture" means the Trust Indenture dated as of September 1, 2006, between the Illinois Finance Authority and the Trustee, as from time to time supplemented and amended.

"Series 2006 Letter of Credit" means Irrevocable Transferable Letter of Credit No. S593706 dated September 28, 2006, issued by the Bank to the Trustee as beneficiary, for the account of the Account Party in the amount of \$4,055,233, pursuant to the Series

2006 Reimbursement Agreement, and any letter of credit issued in substitution therefor.

"Series 2006 Loan Agreement" means the Loan Agreement dated as of September 1, 2006, by and between the Illinois Finance Authority and the Account Party, as from time to time supplemented and amended.

"Series 2006 Mortgage" means the Mortgage and Security Agreement dated as of September 1, 2006, from the Account Party to the Bank, as from time to time modified, amended, renewed and extended.

"Scries 2006 Note" means the Promissory Note dated September 28, 2005, from the Account Party to the Illinois Finance Authority and endersed to the Trustee in the principal amount of \$4,000,000, as from time to time supplemented and amended.

"Series 2006 Placement Agreement" means the Placement Agreement dated as of September 19, 2006, by and among the Illinois Finance Authority, the Account Party and LaSalle Financial Services, Inc., as Fincement Agent, as from time to time supplemented and amended.

"Series 2006 Regulatory Agreemen." The Regulatory Agreement and Declaration of Restrictive Covenants dated as of September 1, 2006, between the Account Party and the Trustee, as from time to time supplemented and amended.

"Series 2006 Reimbursement Agreement" means the Reimbursement Agreement dated as of September 1, 2005, relating to the Series 2006 Letter of Credit, by and between the Account Party and the Bank, as from time to time modified, amended, renewed and extended.

"Series 2006 Remarketing Agreement" means the Remarketing Agreement dated as of September 1, 2006, by and between the Account Party and LaSalle Financial Services, Inc., as Remarketing Agent, as from time to time supplemented and amended.

"Series 2006 Reserve Fund" means the Reserve Fund created under Section 2.8 of the Series 2006 Reimbursement Agreement.

"Series 2006 Security Agreement" means the Security Agreement (Borrower Bonds) dated as of September 1, 2006, by and among the Account Party, the Trustee and the Bank, as from time to time modified, amended, renewed and extended.

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"Series 2006 Subordination Agreement" means the Subordination and Standby Agreement dated as of September 1, 2006, by and among the Village of Oak Park, Illinois, an Illinois municipal corporation, the Bank and the Account Party.

"Series 2006 Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of September 1, 2006, by and among the Illinois Finance Authority, the Account Party, the Trustee and the Bank, as from time to time supplemented and amended."

- (c) Section 2.1(c) of the Series 2001 Reimbursement Agreement is hereby amended in its entirety and restated as follows:
 - "(c) The Obligations shall be secured by this Agreement, the Security Agreement, the Mortgage, the Assignment of Rents and the Indemnity Agreement. The Obligations shall be further secured by the Series 2006 Reimbursement Agreement, the Series 2006 Security Agreement, the Series 2006 Mortgage, the Series 2006 Assignment of Rents and the Series 2006 Indemnity Agreement. One or more of the Projects may be subject to a mortgage in favor of the Village of Oak Park, Illinois, an Illinois municipal corporation, provided and the Subordination Agreement has been executed and delivered by the parties thereto."
- (d) Section 4.2 of the Series 2001 Reimbursement Agreement is hereby amended in its entirety and restated as follows:
 - "Section 4.2. Payment and Performance of Obligations. The Account Party shall pay and perform, or cause to be paid and performed, as the case may be, each of the Account Party covenants and obligations under each of the Account Party Documents and the Series 2006 Account Party Documents in accordance with the terms and conditions thereof."
- (e) Section 4.5(a) of the Series 2001 Reimbursement Agreement is hereby arrended in its entirety and restated as follows:
 - "(a) The Account Party shall not agree to, or suffer or permit, any modification, amendment, supplement or termination of any of the Account Party Documents, the Series 2006 Account Party Documents, the Indenture, the Series 2006 Indenture, the Bonds or the Series 2006 Bonds."
- (f) Sections 6.1 (f), (h), (k) and (l) of the Series 2001 Reimbursement Agreement are hereby amended in their entirety and restated as follows:

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- "(f) If any representation or warranty of the Account Party contained in this Agreement, in any of the other Account Party Documents, the Series 2006 Account Party Documents or in any statement, certificate or other document delivered in connection with this Agreement, the Letter of Credit or the Bonds or the Series 2006 Reimbursement Agreement, the Series 2006 Letter of Credit or the Series 2006 Bonds, shall be untrue or incorrect in any material respect; or
- (h) Any of the Account Party Documents, the Indenture, the Bonds, the Series 2006 Account party Documents, the Series 2006 Indenture or the Series 2006 Bonds shall be modified, amended or terminated; or
- (k) An Event of Default shall occur under any of the other Account Party Documents or any of the Series 2006 Account Party Documents, or
- (l) An Event of Default shall occur under the Indenture, the Bonds, the Series 2006 Indenture or the Series 2006 Bonds; or"
- Section 9. <u>Cross Collateralization and Cross Default; Amendment of Series 2001</u>

 <u>Mortgage</u>. Without limitation of the generality of Section 7 hereof, the Series 2001 Mortgage is hereby modified and amended as follows:
- (a) The following two new recital clauses are hereby added to the Series 2001 Mortgage and inserted immediately following the two existing recital clauses, and the word "and" is added immediately following the second existing recital clause:

"WHEREAS, the Mortgagor has entered into the Reimbursement Agreement dated as of September 1, 2006 (the "Series 2006 Reimbursement Agreement"), with the Mortgagee, pursuant to which the Mortgagor has agreed to reimburse the Mortgagee for amounts drawn under Irrevocable Transferable Letter of Credit No. S593706 dated September 28, 2006, issued by the Mortgagee to the Trustee (as defined in Article I hereof), as beneficiary, for the account of the Mortgagor, in the amount of \$4,055,233 (the "Series 2006 Letter of Credit"); and

WHEREAS, Series 2006 Letter of Credit secures the payment of the principal of and interest on \$4,000,000 aggregate principal amount of the Illinois Finance Authority's Variable Rate Demand Revenue Bonds (Village of Oak Park Residence Corporation Project), Series 2006, issued for the benefit of the Mortgagor;"

(b) Paragraph (a) of the securing clause of the Mortgage (being one of the paragraphs which follow the paragraph which begins "FOR THE PURPOSE OF SECURING...") is hereby amended in its entirety and restated as follows:

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- "(a) Payment of all amounts due under the Reimbursement Agreement and the Series 2006 Reimbursement Agreement and interest thereon and any and all modifications, extensions and renewals thereof, and performance of all obligations of the Mortgagor under the Reimbursement Agreement and the Series 2006 Reimbursement Agreement; and"
- (c) The paragraph which begins "PROVIDED HOWEVER..." which immediately follows the securing clauses is hereby amended in its entirety and restated as follows:

"PROVIDED, HOWEVER, that if the Mortgagor shall pay all mounts coming due under the Reimbursement Agreement and the Series 2006 Reimbursement Agreement as therein provided, and shall perform all of its other obligations under the Reimbursement Agreement and the Series 2006 Reimbursement Agreement, and the Letter of Credit and the Series 2006 Letter of Credit are returned to the Mortgagee for cancellation, and the Mortgagor shall pay all other sums berein provided for, or secured hereby, and the Mortgagor shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect."

(d) The following defined terms contained in Section 1.1 of the Series 2001 Mortgage are hereby amended in their entirety and restated as rollows:

""Bank Documents" means the Reimbursement Agreement, the Security Agreement, this Mortgage, the Assignment of Rents, the Indemnity Agreement, the Subordination Agreement, and all other documents and instruments at any time evidencing and securing the indebtedness secured by this Mortgage, including, without limitation, the Series 2006 Bank Documents.

"Financing Documents" means the Bank Documents, the Series 2006 Bank Documents, the Bond Documents and the Series 2006 Bond Documents."

(e) The following new defined terms are hereby added to the Section 1.1 of the Series 2001 Mortgage and inserted therein in alphabetical order:

""Series 2006 Assignment of Rents" means the Assignment of Rents and Leases dated as of September 1, 2006, from the Mortgagor to the Mortgagee, as from time to time modified, amended, renewed and extended.

"Series 2006 Bank Documents" means the Series 2006 Reimbursement Agreement, the Series 2006 Security Agreement, the Series 2006 Mortgage, the Series 2006 Assignment of Rents,

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the Series 2006 Indemnity Agreement, the Series 2006 Subordination Agreement.

"Series 2006 Bonds" means the Illinois Finance Authority \$4,000,000 aggregate principal amount of Variable Rate Demand Revenue Bonds (Village of Oak Park Residence Corporation Project) Series 2006, issued under the Series 20006 Indenture.

"Series 2006 Bond Documents" means the Series 2006 Loan Agreement, the Series 2006 Note, the Series 2006 Tax Agreement, the Series 2006 Regulatory Agreement, the Series 2006 Placement Agreement and the Series 2006 Remarketing Agreement.

"Series 2006 Indemnity Agreement" means the Indemnity Agreement dated as of September 1, 2006, by and between the Mortgagor and the Mortgagee, as from time to time modified, amended, recewed and extended.

"Series 2006 Indenture" means the Trust Indenture dated as of September 1, 2006, between the Illinois Finance Authority and the Trustee, as from time to time supplemented and amended.

"Series 2006 Letter of Credit' means Irrevocable Transferable Letter of Credit No. S593706 dated September 28, 2006, issued by the Mortgagee to the Trustee as beneficiary, for the account of the Mortgagor in the amount of \$4,055,233, pursuant to the Series 2006 Reimbursement Agreement, and any letter of credit issued in substitution therefor.

"Series 2006 Loan Agreement" means the Loan Agreement dated as of September 1, 2006, by and between the Illinois Finance Authority and the Mortgagor, as from time to time supplemented and amended.

"Series 2006 Mortgage" means the Mortgage and Security Agreement dated as of September 1, 2006, from the Mortgagor to the Mortgagee, as from time to time modified, amended, renewed and extended.

"Series 2006 Note" means the Promissory Note dated September 28, 2006, from the Mortgagor to the Illinois Finance Authority and endorsed to the Trustee in the principal amount of \$4,000,000, as from time to time supplemented and amended.

"Series 2006 Placement Agreement" means the Placement Agreement dated as of September 19, 2006, by and among the Illinois Finance Authority, the Mortgagor and LaSalle Financial

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Services, Inc., as Placement Agent, as from time to time supplemented and amended.

"Series 2006 Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of September 1, 2006, between the Mortgagor and the Trustee, as from time to time supplemented and amended.

"Series 2006 Reimbursement Agreement" means the Reimbursement Agreement dated as of September 1, 2006, relating to the Series 2006 Letter of Credit, by and between the Mortgagor and the Mortgagee, as from time to time modified, amended, renewed and extended.

"Series 2006 Remarketing Agreement" means the Remarketing Agreement dated as of September 1, 2006, by and between the Mortgagor and LaSalle Financial Services, Inc., as Remarketing Agent, as from time to time supplemented and amended.

"Series 2006 Security Agreement" means the Security Agreement (Borrower Bonds) dated as of September 1, 2006, by and among the Mortgagor, the Trustee and the Mortgagee, as from time to time modified, amended, renewed and extended.

"Series 2006 Subordination Agreement" means the Subordination and Standby Agreement dated as of September 1, 2006, by and among the Village of Oak Park, Illinois, ar Illinois municipal corporation, the Mortgagee and the Mortgagor.

"Series 2006 Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of September 1, 2006 by and among the Illinois Finance Authority, the Mortgagor, the Trustee and the Mortgagee, as from time to time supplemented and amended."

(f) Section 2.1 of the Mortgage is hereby amended in its entirety and restated as follows:

"Section 2.1. Payment of Indebtedness. The Mortgagor covenants and agrees that all amounts coming due under the Reimbursement Agreement and the Series 2006 Reimbursement Agreement shall be paid when due, that all other sums which may become due pursuant thereto or hereto shall be paid when due, and that 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 Bank Documents, shall be paid when due, and that the Mortgagor will duly and punctually perform, observe and comply with all of

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the terms, provisions and conditions herein and in the other Bank Documents provided to be performed and observed by the Mortgagor. The Reimbursement Agreement secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, provides for the reimbursement by the Mortgagor of amounts drawn under the Letter of Credit, which is in the amount of \$13,179,507, and provides that amounts not so reimbursed shall bear interest at a variable rate of 4% per annum in addition to the Mortgagee's Prime Rate (as defined below). The Series 2006 Reimbursement Agreement secured hereby, which is hereby incorporated into this Mortgage by reference with the same effect as if set forth in full herein, provides for the reimbursement by the Mortgagor of amounts drawn under the Series 2006 Letter of Credit, which is in the amount of \$4,055,233, and provides that amounts not so reimbursed's 'all bear interest at a variable rate of 4% per annum in addition to the Mortgagee's Prime Rate. 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. The Letter of Credit and the Series 2006 Letter of Credit expire on September 30, 2011."

- (g) Sections 4.1(a), (f) and (l) are hereby amended in their entirety and restated as follows:
 - "(a) A Default shall occur in the payment when due of any amount required to be reimbursed to the Mortgagee pursuant to the Reimbursement Agreement or the Series 2006 Reimbursement Agreement, or in the payment when due of any other amount required to be paid to the Mortgagee under the Reimbursement Agreement or the Series 2006 Reimbursement Agreement, or in the payment when due of any other amount required to be paid by the Mortgagor to the Mortgagee under this Mortgage or under any of the other Bank Documents, or in the payment when due of any other indebtedness secured by this Mortgage; or
 - (f) If any representation or warranty of the Mortgagor contained in this Mortgage, in any of the other Bank Documents or Financing Documents, or in any statement, certificate or other document delivered in connection with the Reimbursement Agreement, the Series 2006 Reimbursement Agreement, the Letter of Credit, the Series 2006 Letter of Credit, the Bonds or the Series 2006 Bonds, shall be untrue or incorrect in any material respect; or

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- (l) If any Event of Default shall occur and be continuing under the Indenture, the Series 2006 Indenture, the Bonds or the Series 2006 Bonds; or"
- (h) Section 4.4 0f the Mortgage is hereby amended in its entirety and restated as follows:
 - "Section 4.4. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises or of the exercise of any other remedy hereunder shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings or such other remedy, including all such items as are mentioned in Section 4.3 hereof; second, all amounts remaining unpaid under the Reimburs ement Agreement and the Series 2006 Reimbursement Agreement; and third, any remainder to the Mortgagor, its successors or assigns, as their rights may appear."
- Section 10. <u>Cross Collateralization and Cross Default; Amendment of Series 2001</u>
 <u>Assignment of Rents</u>. Without limitation of the generality of Section 7 hereof, the Series 2001
 Assignment of Rents is hereby modified and amended as follows:
- (a) The existing "WHEREAS" clause in the Assignment of Rents is hereby amended in its entirety and replaced with the following two "WHEREAS" clauses:

"WHEREAS, the Mortgage has been notified and amended pursuant to that certain Fourth Modification Agreement dated as of September 1, 2006, by and between the Mortgagor and the Mortgagee, to among other things, secure the Mortgagor's reimbursement obligations with respect to the "Series 2006 Letter of Credit" under the "Series 2006 Reimbursement Agreement" (each as defined in the Mortgage, as amended); and

WHEREAS, the Mortgagee is the holder of the Reimbursement Agreement (as defined in the Mortgage) and the Series 2006 Reimbursement Agreement, each of which are secured by the Mortgage, as amended (for purposes of this Assignment, the Reimbursement Agreement and the Series 2006 Reimbursement Agreement are referred to collectively as the "Reimbursement Agreement");"

- (b) The term "Mortgage Note" in the fifth line of Section 5 of the Series 2001 Assignment of Rents is hereby replaced with the term "Reimbursement Agreement".
- Section 11. <u>Representations and Warranties</u>. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby represents and warrants to the Bank as follows as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement:

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- (a) The Mortgagor is a not for profit 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, the Series 2001 Documents, the Prior Modifications and the Series 2006 Documents, and to perform and consummate the transactions contemplated hereby and thereby.
- (b) This Agreement, the Series 2001 Documents, the Prior Modifications and the Series 2006 Documents have been duly authorized, executed and delivered by the Mortgagor constitute a valid and legally binding obligations enforceable against the Mortgagor. The execution and delivery of this Agreement, the Series 2001 Documents, the Prior Modifications and the Series 2006 Documents 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 incorporation or bylaws of the Mortgagor, or any agreement or other in strument to which the Mortgagor is a party, or by which its is bound, or to which any of its properties are subject, or any existing law, administrative regulation, court order or consent decree to which it is subject.
- (c) The Mortgagor is in full compliance with all of the terms and conditions of the Series 2001 Documents, the Prior Modifications and the Series 2006 Documents, and no Default or Event of Default has occurred and is continuing with respect to any of the Series 2001 Documents, the Prior Modifications or the Series 2006 Documents.
- (d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Series 2001 Documents, the Prior Modifications or the Series 2000 Documents, or questioning the validity thereof, or in any way contesting the existence or powers of the Mortgagor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Series 2001 Documents, the Prior Mc difications or the Series 2006 Documents, or would result in any material adverse change in the financial condition, properties, business or operations of the Mortgagor.
 - (e) The statements contained in the recitals to this Agreement are true and correct.

Section 12. Series 2001 Documents to Remain in Effect; Confirmation of Deligations; References. The Series 2001 Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Prior Modifications and as expressly modified and amended herein. The Mortgagor hereby (i) confirms and reaffirms all of its obligations under the Series 2001 Documents, as previously modified and amended by the Prior Modifications and as modified and amended herein; (ii) acknowledges and agrees that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Series 2001 Documents, or any rights or remedies under any of the Series 2001 Documents; (iii) acknowledges and agrees that the Bank has not heretofore waived any default or event of default under any of the Series 2001 Documents, or any rights or remedies under any of the Series 2001 Documents; and (iv) acknowledges that it does not have any defense, set off or counterclaim to the payment or performance of any of its obligations under the Series 2001 Documents, as previously modified and amended by the Prior Modifications and as modified and amended herein. All references in

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the Documents to any one or more of the Documents, to the "Account Party Agreements" or the "Bank Documents," or to the "Series 2001 Documents" shall be deemed to refer to such Document, Documents, Account Party Agreements, Bank Documents or Series 2001 Documents, as the case may be, as previously modified and amended by the Prior Modifications and as modified and amended by this Agreement.

- Section 13. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Series 2001 Documents, the Prior Modifications and the Series 2006 Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.
- Section 14. Entire Agreement; No Reliance. 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. The Mortgagor acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.
- Section 15. <u>Successors</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.
- Section 16. <u>Severability</u>. 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 17. <u>Amendments, Changes and Modifications</u>. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.
- Section 18. <u>Construction</u>. (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 individua. 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.

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(e) The Mortgagor 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 19. 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 20. <u>Governing Law</u>. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

Section 21. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Bank necessy notifies the Mortgagor that pursuant to the requirements of the USA Patriot Act (Title Iti of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Bank's policies and practices, the Bank is required to obtain, verify and record certain information and document than that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow the Bank to identify the Mortgagor in accordance with the Act. In addition, the Mortgagor shall (i) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists mantained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury, or included in any Executive Orders, (ii) not use or permit the use of the proceeds of the Letter of Credit to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

[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.

> VILLAGE OF OAK PARK RESIDENCE **CORPORATION**

Edward W. Solan, Executive Director

LASALLE BANK NATIONAL ASSOCIATION

By_County Clert's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this Aday of September, 2006, by Edward W. Solan, Executive Director of the Village of Oak Park Residence Corporation, an Illinois not for profit corporation, on behalf of the Corporation.

"OFFICIAL SEAL"
Karen E. Neumann
Notary Public, State of Illinois
My Commission Exp. 04/26/2010

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this Association, day of September, 2006, by DeNalda Guice Gay, First Vice President of LaSalle Bank National Association, a national banking association, on behalf of the association.

"OFFICIAL SEAL"
Karen E. Neumann
Notary Public, State of Illinois
My Commission Exp. 04/26/2010

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

LOT 12 (EXCEPT THE NORTH 15-1/2 FEET THEREOF) IN BLOCK 8 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-05-314-030

ADDRESS: 1000 NORTH AUSTIN BOULEVARD

OAK PARK, ILLINOIS

PARCEL 2:

LOT 7 IN BLOCK 8 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-05-314-024

ADDRESS: 1022-1024 NORTH AUSTIN BOUL EVARD

OAK PARK, ILLINOIS

PARCEL 3:

LOT 16 AND THE SOUTH 10.0 FEET OF LOT 17 IN BLOCK 1 IN SCHREVE'S SUBDIVISION OF THAT PART OF THE EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY, SAID LOT 16 BEING ALSO DESCRIBED AS THE TRACT OF LAND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 17 AFORESAID, AND NORTH OF THE NORTH LINE OF PLEASANT STREET, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-08-305-023 ADDRESS: 2-12 PLEASANT STREET

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PARCEL 4:

LOTS 1, 2, AND 3 IN BLOCK 36 IN VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 7 AND THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-08-123-011

ADDRESS: 470-492 NORTH AUSTIN BOULEVARD

3-11 ONTARIO STREET OAK PARK, ILLINOIS

PARCEL 5:

LOTS 9 AND 10 IN BLOCK 1 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-307-60

ADDRESS: 17-21 HARRISON STREET

906-908 SOUTH HUMPHREY AVENUE

OAK PARK, ILLINOIS

PARCEL 6:

LOTS 1, 2, 3, AND 4 IN BLOCK 2 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHI? '9 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 16-17-306-003 ADDRESS: 27-35 HARRISON STREET

905-911 SOUTH HUMPHREY AVENUE

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PARCEL 7:

THE NORTH 76 FEET OF LOT 1 IN BLOCK 11 IN JOHN JOHNSTON JR.'S ADDITION TO AUSTIN, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5. TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-05-325-011

41-47 IOWA STREET ADDRESS:

543-545 NORTH HUMPHREY AVENUE

OAK PARK, ILLINOIS

PARCEL 8:

LOT 1 AND LOT 2 (EXCEPT THE SOUTH 40 FEET) IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THE RIGHT OF WAY OF THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-311-009

ADDRESS: 5 PLEASANT STREET

OAK PARK, ILLINOIS

PARCEL 9:

·OHNE CH LOTS 1 TO 4, INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF THE DUMMY TRACK RIGHT OF WAY, IN COOK COUNTY, ILLINO'S

PERMANENT INDEX NO.: 16-08-304-015 ADDRESS: 37-49 SOUTH BOULEVARD

103-111 SOUTH HUMPHREY AVENUE

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PARCEL 10:

LOTS 1 AND 2 IN BLOCK 3 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-17-305-006 ADDRESS: 101-105 HARRISON STREET

905-911 SOUTH LYMAN AVENUE

OAK PARK, ILLINOIS

PARCEL 11:

LOT 12 IN BLOCK 1. IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-05-307-034

ADDRESS: 1100-1102 NORTH AUSTIN BOULEVARD

2-6 THOMAS STREET OAK PARK, ILLINOIS

PARCEL 12:

LOTS 71 AND 72 IN HOUSTON'S SUBDIVISION OF L'AT PART LYING SOUTH OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-321-020

ADDRESS: 438-442 SOUTH LOMBARD AVENUE

132 MADISON STREET OAK PARK, ILLINOIS

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PARCEL 13:

THE EAST 169 FEET OF THE NORTH 100 FEET OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-07-311-022

ADDRESS: 201-211 SOUTH KENILWORTH AVENUE

905-911 PLEASANT STREET

OAK PARK, ILLINOIS

PARCEL 14:

LOT 78 IN O.R. ERWIN'S SUBDIVISION OF THE SOUTH 1466.5 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-08-319-012

ADDRESS: 411-415 SOUTH HARVEY AVENUE

OAK PARK, ILLINOIS

PARCEL 15:

LOTS 15, 16, 17, 18 (EXCEPT THE EAST 7 FEET OF SAID LC CE TAKEN FOR WIDENING AUSTIN AVE) IN BLOCK 16 IN AUSTIN PARK SUBDIVISION 12, THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-17-331-023

ADDRESS: 1118-1126 SOUTH AUSTIN BOULEVARD

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PARCEL 16:

THE NORTH 50 FEET OF THE SOUTH 100 FEET OF THE EAST 169 FEET OF THE NORTH 200 FEET OF LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SCOVILLE'S SUBDIVISION OF THE EAST 49 ACRES OF THE WEST 129 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 16-07-311-023

OAK, COOK COUNTY CLARK'S OFFICE ADDRESS: 213 SOUTH KENILWORTH AVENUE