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Cook County Recorder of Deeds  
Date: 05/30/2007 01:06 PM Pg: 1 of 15

ILLINOIS

Permanent Tax Index Number:

17-04-209-020-0000

PROPERTY ADDRESS:

1446 North Dearborn Street  
Chicago, Illinois 60610

*This space reserved for Recorder's use only.*

## FOURTH MODIFICATION OF LOAN DOCUMENTS

by

**DEARBORN THREE, LLC,**

**an Illinois limited liability company, William B. Silverstein and Thomas B. Silverstein,**

**to and for the benefit of**

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

**THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Aaron B. Zarkowsky  
Deutsch, Levy & Engel, Chartered  
225 W. Washington Street, Suite 1700  
Chicago, Illinois 60606

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hc

**Box 400-CTCC**

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## FOURTH MODIFICATION OF LOAN DOCUMENTS

**THIS FOURTH MODIFICATION OF LOAN DOCUMENTS** (this "Modification") is made as of the 19<sup>th</sup> day of April, 2007, by and among **DEARBORN THREE, LLC**, an Illinois limited liability company ("Borrower"), **William B. Silverstein and Thomas B. Silverstein**, (each a "Guarantor" and together "Guarantors") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

### RECITALS:

A. The Lender originally made a loan (the "Loan") to the Borrower, as evidenced by that certain Promissory Note dated March 14, 2003 in the original principal amount of Two Million Nine Hundred Eleven Thousand and 00/100 Dollars (\$2,911,000.00), executed by the Borrower and made payable to the order of the Lender, and maturing on April 1, 2008 (the "Note").

B. The Loan is secured by, among other things the following documents (together with the Note and any and all other documents evidencing or securing the Loan being collectively referred to herein as the "Loan Documents"): (i) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of March 14, 2003, executed by the Borrower to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 2003 as Document Number 0030406421, and re-recorded on September 23, 2003 as Document Number 0326650286 (the "Mortgage"), which Mortgage encumbers the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises"); (ii) Assignment of Leases and Rents dated as of March 14, 2003, executed by the Borrower to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 2003 as Document Number 0030406422 (the "Assignment of Rents"), which Assignment of Rents encumbers the Premises; (iii) Environmental Indemnity Agreement dated as of March 14, 2003, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Environmental Indemnity"); and (iv) Guaranty of Payment dated as of March 14, 2003, jointly and severally executed by the Guarantors to and for the benefit of the Lender (the "Guaranty"). The Note, Mortgage, Assignment of Rents, Environmental Indemnity and Guaranty are collectively referred to, as amended from time to time, as the "Loan Documents."

C. Under and pursuant to that certain Modification of Loan Documents dated as of April 19, 2004, executed by and among the Borrower, the Guarantors and the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on July 23, 2004 as Document No. 0420511088 and re-recorded with the Office of the Recorder of Deeds of Cook County, Illinois on August 26, 2004 as Document No. 0423910016 (the "First Modification"), (i) the maturity date of the Loan was shortened from April 1, 2008 to April 19, 2007, (ii) the parties acknowledged that the Borrower had elected a fixed per annum rate of interest, and (iii) the repayment terms of the Note were modified.

D. The Loan Documents were further modified (i) pursuant to that certain Second

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Modification of Loan Documents dated as of April 15, 2005, executed by and among the Borrower, the Guarantors and the Lender (the "Second Modification"), whereby the interest rate and the payment terms of the Note were modified and (ii) that certain Third Modification of Loan Documents dated as of May 1, 2006, executed by and among the Borrower, the Guarantors and the Lender the Loan Documents (the "Third Modification;" the First Modification, the Second Modification and the Third Modification, together with the Loan Documents, being collectively referred to herein as the "Loan Documents") whereby, among other things, the payment terms of the Note were modified.

E. Borrower desires to amend the Loan Documents in order to extend the maturity date of the Note, modify the interest rate, and for other purposes hereinafter set forth.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Modification as representations and warranties of the Borrower and Guarantors), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended to July 18, 2007. Any reference in the Note, the Mortgage or any other Loan Document to the Maturity Date shall mean July 18, 2007.

2. **Interest Prior to Default.** Borrower agrees and acknowledges that the Interest Rate, previously fixed at Five Percent (5%) per annum shall no longer be available to the Borrower but shall be restated at the rate set forth in this Modification. From and after the date of this Modification, interest shall accrue on the principal balance of the Note through the Maturity Date at a per annum rate of interest (the "LIBOR Rate;" the LIBOR Rate or the Prime Rate when then in effect is referred to as the "Interest Rate") equal to LIBOR (as hereinafter defined) for the relevant Interest Period (as hereinafter defined), plus One and Sixty-Five one-hundredths percent (1.65%) (the "Applicable Margin"), such LIBOR Rate to remain fixed for such Interest Period. Any portion of the principal amount of the Note bearing interest at the LIBOR Rate is referred to herein as a "LIBOR Loan".

(a) **LIBOR Rate.** The designation of a LIBOR Loan by the Borrower is subject to the following requirements:

(i) A request for a LIBOR Loan (a "LIBOR Loan Request") must be received by the Lender no later than 2:00 p.m. Chicago, Illinois time two Business Days prior to the first day of the Interest Period on which such LIBOR Loan shall be

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advanced, shall be irrevocable, and shall state the initial Interest Period and amount of such LIBOR Loan. Each LIBOR Loan will be in an amount not less than the entire outstanding principal balance of the Loan. A request for a LIBOR Loan received by the Lender after 2:00 p.m. Chicago, Illinois on any Business Day time will be processed and funded by the Lender on the third Business Day thereafter.

(ii) If the initial Interest Period of any LIBOR Loan commences on any day other than the first Business Day of any month, then the initial Interest Period of such LIBOR Loan shall end on the first day of the following calendar month, notwithstanding the Interest Period specified in the LIBOR Loan Request, and the LIBOR Rate for such LIBOR Loan shall be equal to LIBOR for an interest period equal to the length of such partial month, plus the Applicable Margin. Thereafter, each LIBOR Loan shall automatically renew (a "LIBOR Rollover") for the Interest Period at the then current LIBOR Rate plus the Applicable Margin. The Borrower may not elect a LIBOR Rate, and an Interest Period for a LIBOR Loan shall not automatically renew, with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Prime Rate, until repaid. "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Chicago, Illinois as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Borrower acknowledges and agrees that the Lender has made no representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness. Any portion of the principal amount of the Note bearing interest at the Prime Rate is referred to herein as a "Prime Loan."

(iii) "LIBOR" shall mean a rate of interest equal to (A) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant Interest Period are offered in the London Interbank Eurodollar market at 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period (or three Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the *Bloomberg Financial Markets* system (or other authoritative source selected by the Lender in its sole discretion), divided by (B) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as

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defined in Regulation D (or any successor category of liabilities under Regulation D), such rate to remain fixed for such Interest Period, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error.

(iv) "Interest Period" shall mean, with regard to any LIBOR Loan, successive one month periods; provided, however, that: (A) each Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires; (B) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; (C) whenever the first day of any Interest Period occurs on a date for which there is no numerically corresponding date in the month in which such Interest Period terminates, such Interest Period shall end on the last day of such month, unless such day is not a Business Day, in which case the Interest Period shall terminate on the first Business Day of the following month, provided, however, that so long as the LIBOR Rollover remains in effect, all subsequent Interest Periods shall terminate on the date of the month numerically corresponding to the date on which the initial Interest Period commenced; and (D) the final Interest Period for any LIBOR Loan must be such that its expiration occurs on or before the Maturity Date. If at any time an Interest Period expires less than one month before the Maturity Date, such LIBOR Loan shall automatically convert to a Prime Loan on the last day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

(v) Notwithstanding anything to the contrary contained herein, the principal balance of any LIBOR Loan may not be prepaid in whole or in part at any time. If, for any reason, a LIBOR Loan is paid prior to the last Business Day of any Interest Period, whether voluntary, involuntary, by reason of acceleration or otherwise, each such prepayment of a LIBOR Loan will be accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by the Lender as a result of the early termination or breakage of a LIBOR Loan, plus the amount, if any, by which (A) the additional interest which would have been payable during the Interest Period on the LIBOR Loan prepaid had it not been prepaid, exceeds (B) the interest which would have been recoverable by the Lender by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by the Lender, for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period for such LIBOR Loan (collectively, the "Make Whole Costs"). The amount of any such loss or expense payable by the Borrower to the Lender under this section shall be determined in the Lender's sole discretion based upon the assumption that the Lender funded its loan



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commitment for LIBOR Loans in the London Interbank Eurodollar market and using any reasonable attribution or averaging methods which the Lender deems appropriate and practical, provided, however, that the Lender is not obligated to accept a deposit in the London Interbank Eurodollar market in order to charge interest on a LIBOR Loan at the LIBOR Rate.

(vi) If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (A) the making or maintenance of any LIBOR Loan would violate any applicable law, rule, regulation or directive, whether or not having the force of law, (B) United States dollar deposits in the principal amount, and for periods equal to the Interest Period, of any LIBOR Loan are not available in the London Interbank Eurodollar market in the ordinary course of business, (C) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the LIBOR Rate to be applicable to the relevant LIBOR Loan, (D) the LIBOR Rate does not accurately reflect the cost to the Lender of a LIBOR Loan, or (E) an Event of Default (as hereinafter defined) has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default, the Lender shall promptly notify the Borrower thereof and, so long as any of the foregoing conditions continue, the Lender will have no obligation to accept an election by the Borrower for a LIBOR Loan, and each existing LIBOR Loan, at the Borrower's option, shall be (1) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (2) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

(vii) If, after the date hereof, a Regulatory Change (as hereinafter defined) shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain any LIBOR Loans, the Lender will have no obligation to accept an election by the Borrower for a LIBOR Loan. In addition, at the Borrower's option, each existing LIBOR Loan shall be immediately (A) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (B) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower. As used herein, "Regulatory Change" shall mean the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office.

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(viii) If any Regulatory Change (whether or not having the force of law) shall (a) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds or disbursements by, the Lender; (b) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee, or change the basis of taxation of payments to the Lender of principal or interest due from the Borrower hereunder (other than a change in the taxation of the overall net income of the Lender); or (c) impose on the Lender any other condition regarding any LIBOR Loan or the Lenders' funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to actually increase the cost to the Lender of making or maintaining any LIBOR Loans or to reduce the amount of principal or interest received by the Lender hereunder on any LIBOR Loan, then the Borrower shall pay to the Lender, on demand, such additional amounts as the Lender shall from time to time determine are sufficient to compensate and indemnify the Lender for such increased costs or reduced amounts (the "LIBOR Indemnification Costs").

(b) Interest After Default. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to five percent (5.00%) plus the Interest Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this section shall be immediately due and payable by the Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

3. Principal Prepayments. Section 5 of the Second Modification is hereby amended and restated in its entirety to read as follows:

"5. The portion of the Note bearing interest at the Prime Rate may be prepaid, either in whole or in part, without penalty or premium, at any time and from time to time upon fourteen (14) days prior notice to the Lender. The portion of this Note bearing interest at the LIBOR Rate may be prepaid only on the last day of an Interest Period; provided, however, that the Borrower may prepay a LIBOR Loan prior to such day so long as such prepayment is accompanied by a simultaneous payment of the Make Whole Costs described above, plus accrued interest on the LIBOR Loan being prepaid through the date of prepayment."

4. Attachment to Note. The Lender may and prior to any transfer by it of the Note shall, attach a copy of this Modification to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

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5. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Modification, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Modification has been duly executed and delivered on behalf of Borrower.

6. **Reaffirmation of Guaranty and Environmental Indemnity.** Guarantors ratify and affirm the Guaranty and the Environmental Indemnity and agrees that each of the Guaranty and Environmental Indemnity is in full force and effect following the execution and delivery of this Modification. The representations and warranties of Guarantors in the Guaranty and the Environmental Indemnity are, as of the date hereof, true and correct and Guarantors do not know of any default thereunder. Each of the Guaranty and Environmental Indemnity continues to be valid and binding obligations of Guarantors, enforceable in accordance with its terms and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty or in the Environmental Indemnity, as the case may be.



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7. **Conditions Precedent.** The agreement of Lender to amend the Note and Loan Documents is subject to the following conditions precedent:

(a) Lender shall have received this Modification duly executed by an authorized individual for each entity that is a party hereto.

(b) Lender shall have received resolutions of Borrower and its manager approving the execution of this Modification in form and content acceptable to Lender.

(c) **Title Policy.** Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 009094557 (the "Title Policy"), as of the date this Modification is recorded, reflecting the recording of this Modification and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

(d) **Fees and Expenses.** Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

(e) Lender shall have received such other documents as may be reasonably requested by Lender or its counsel.

8. **Miscellaneous.**

(a) This Modification shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Modification shall not be construed more strictly against Lender than against Borrower or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Modification, and Borrower, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Modification by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Modification, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Modification. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.

(h) Time is of the essence of each of Borrower's obligations under this Modification.

(i) Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or any subsidiary of the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control

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(“OFAC”), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended.

(Signature Page Follows)

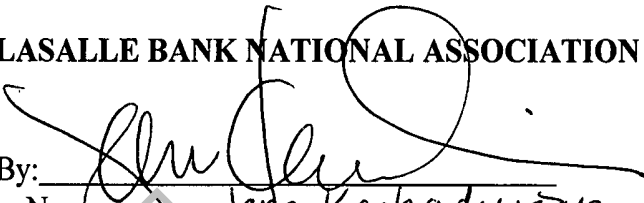
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IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

**LENDER:**

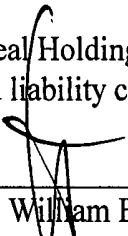
**LASALLE BANK NATIONAL ASSOCIATION**

By:   
Name: Jane Kachadurian  
Title: VP


**BORROWER:**


DEARBORN THREE, LLC an Illinois limited liability company

By: Beal Holdings, LLC, a Delaware limited liability company, its manager

By:   
Name: William B. Silverstein  
Title: Manager

**GUARANTORS:**

  
\_\_\_\_\_  
William B. Silverstein

  
\_\_\_\_\_  
Thomas B. Silverstein

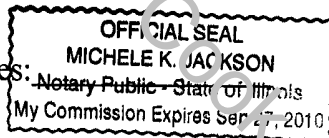
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I Michele Jackson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gene Kachidonia, the Vice President of LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of May, 2007.

Michele K Jackson  
Notary Public



My Commission Expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS

I Britany Hillwertz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William B. Silverstein, individually and as of Manager of Beal Holdings, LLC, a Delaware limited liability company, manager of DEARBORN THREE, LLC, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of May, 2007.

Britany Hillwertz  
Notary Public

My Commission Expires: 11-12-07





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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I Britany Hillwertz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas B. Silverstein, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of May, 2007.

Britany Hillwertz  
Notary Public

My Commission Expires: 11-12-07



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STREET ADDRESS: 1446 N. DEARBORN

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

**LEGAL DESCRIPTION:**

LOTS 40 AND 41 IN BURTON'S SUBDIVISION OF LOT 14 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office