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Doc#: 0715609079 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 06/05/2007 10:41 AM Pg: 1 of 16

This Document Prepared by and after Recording Return to:

Alvin L. Kruse Elizabeth Pfeiler Foley Seyfarth Shaw LLP 131 South Dearborn Street Suite 2400 Chicago, Illinois 60603

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MEMORA TOUM OF MODIFICATION AGREEMENT

THIS MEMORANDUM OF MODIFICATION AGREEMENT is dated as of May 31, 2007.

Pursuant to a Modification Agreement dated as of May 31, 2007 (the "Modification Agreement"), RS HOMES I LLC, an Illinois limited liability company ("Homes"), RS POINTE LLC, an Illinois limited liability company ("Pointe"), and RS SQUARE LLC, an Illinois limited liability company ("Square") (Homes, Pointe and Square being referred to herein collectively, the "Borrowers"), ABLA HOMES LLC, a Delaware limited liability company (the "Pledgor"), LR DEVELOPMENT COMPANY LLC, a Delaware limited liability company doing business under the assumed name Related Midwest LLC ("LR"), and QUEST DEVELOPMENT LLC, an Illinois limited liability (Gripany ("Quest") (LR and Quest being referred to herein collectively as the "Guarantors") (the Porrowers, the Pledgors and the Guarantors being sometimes referred to herein collectively "Borrower/Pledgor/Guarantor Parties"), and LASALLE BAN' NATIONAL ASSOCIATION, a national banking association, as Senior Lender and Agent ("LaSalle Senior"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Mezzanine Lender ("LaSalle Mezzanine"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Bridge Lender ("LaSalle Bridge") (LaSalle Senior, LaSalle Mezzanine and LaSalle Bridge being sometimes referred to herein collectively the "Lenders" and LaSalle Senior in its capacity as agent for Lenders being sometimes referred to herein as the "Agent"), have made certain modifications and amendments to the following documents (collectively, the "Documents") which encumber the real estate described in Exhibit A attached hereto and the personal property located thereon:

(i) Construction Loan Agreement dated as of May 1, 2005 (the "Original Loan Agreement"), by and among the Borrowers and the Lenders;



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- (ii) Promissory Note A (Senior) dated May 1, 2005, from the Borrowers to LaSalle alone, on its own behalf and not in its capacity as Agent for the Lenders, in the principal amount of \$40,000,000;
- (iii) Promissory Note B (Mezzanine) dated May 1, 2005, from the Borrowers to LaSalle alone, on its own behalf and not in its capacity as Agent for the Lenders, in the principal amount of \$5,620,000;
- (iv) Promissory Note C (Bridge) dated May 1, 2005, from the Borrowers to LaSalle alone, on its own behalf and not in its capacity as Agent for the Lenders, in the principal amount of \$5,452,000;
- (v) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Firing dated as of May 1, 2005 (the "Mortgage"), by the Borrowers to and for the benefit of LaSalle Senior, on its own behalf and in its capacity as Agent for the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 6, 2005, as Document No. 0515727126;
- (v) Assignment of Rents and Leases dated as of May 1, 2005 (the "Assignment of Rents"), by the Borrowers to and for the benefit of LaSalle Senior, on its own behalf and in its capacity as Agent for the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 6, 2005, as Document No. 0515727127;
- (vi) Assignment of Plans, Permits and Contracts dated as of May 1, 2005, from the Borrowers to LaSalle Senior, on its own consist and in its capacity as Agent for the Lenders;
- (vii) Pledge of Membership Interests (Security Agreement) dated as of May 1, 2005, by the Pledgors to and in favor of LaSalle Senior, on its own behalf and in its capacity as Agent for the Lenders;
- (viii) Environmental Indemnity Agreement dated as of May i 2005, by the Borrowers and the Guarantors to and for the benefit of LaSalle Senior, calls own behalf and in its capacity as Agent for the Lenders;
- (ix) Security Agreement (Redevelopment Documents) dated as of May 1, 2005, by the Borrowers to and for the benefit of LaSalle Senior, on its own behalf and in its capacity as Agent for the Lenders, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 6, 2005, as Document No. 0515727128; and
- (x) Guaranty of Payment and Completion dated as of May 1, 2005 (the "Guaranty"), by the Guarantors for the benefit of LaSalle, on its own behalf in its capacity as Senior Lender under the Loan Agreement and in its capacity as Agent for the Lenders under the Loan Agreement.

The Borrower/Pledgor/Guarantor Parties and the Lenders hereby confirm that the Modification Agreement contains the following provisions, among others:

- 1. All capitalized terms not otherwise defined in the Modification Agreement shall have the meanings set forth in the Loan Agreement.
- 2. LaSalle Senior and LaSalle Bridge shall be the Lenders for the Loan, LaSalle Mezzanine shall no longer be a Lender for the Loan, and all references in the Documents to the "Lenders" shall be deemed to be references to LaSalle Senior and LaSalle Bridge as Lenders under the Amended Loan Agreement, and all references to LaSalle Mezzanine as a Lender shall be of no effect. Notwithstanding the foregoing, the Lenders under the Original Loan Agreement shall continue to have rights under the indemnification provisions contained in the Documents with respect to the period prior to the date of the Modification Agreement, all to the extent expressly set orth in the Documents prior to the modification and amendment thereof provided in the Modification Agreement, and to the same extent such indemnification provisions would survive the expiration or termination of such Documents.
- 3. The amount of the Loan is \$11,100,000 and all references in the Documents to the amount of the Loan are modified and amended to read "\$11,100,000." The Loan shall consist of separate Portion A in the amount of \$4,600,000, with LaSalle Senior as the Lender for such Portion A, and separate Portion C in the amount of \$6,500,000, with LaSalle Bridge as the Lender for such Portion C. Separate Portion B of the Loan shall no longer exist and all references in the Documents to such por ion are of no effect. Unlike the terms of Portion A of the Original Loan under the Original Loan Agreement, the terms of the Portion A of the Loan as amended by this Agreement and the Amended Loan Agreement do not include a revolving feature, and all references in the Documents to a revolving feature and revolving disbursements are deleted.
- 4. The maturity date of the Loan is May 31, 2008. All references in the Documents to the maturity date of the Loan are modified and amended to be a reference to May 31, 2008.
- The Borrowers and LaSalle Senior and LaSalle Bridge shall execute and deliver an Amended and Restated Loan Agreement dated as of the date of the Modification Agreement (the "Amended Loan Agreement"), which Amended Loan Agreement shall amend and restate the Original Loan Agreement in its entirety, and (ii) the Borrowers shall execute and deliver to LaSalle Senior a new Promissory Note A (Senior) dated as of the date of the Modification Agreement in the principal amount of \$4,600,000, and a new Promissory Note C Cridge) dated as of the date of the Modification Agreement in the principal amount of \$6,500,000 (the "New Notes"), which New Notes shall replace Promissory Note A (Senior) and Promissory Note C (Bridge) described above issued under the Original Loan Agreement. 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, all references in the Documents to the "Loan" shall be deemed to be references to the Loan as defined in the Amended Loan Agreement, and all references in the Documents to the "Notes" shall be deemed to be references to the New Notes. From and after the execution of the Amended Loan Agreement, there shall no longer be a Note B, and all references in the Documents to Note B are of no effect.
 - 6. The Mortgage is modified and amended as follows:

- (a) Recital paragraph (A) in the Mortgage is modified and amended in its entirety to read as follows:
 - Pursuant to the terms and conditions of a Construction Loan Agreement dated as of May 1, 2005, by and among by and among Mortgagors, LaSalle Senior, LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Mezzanine Lender, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Bridge Lender ("LaSalle Bridge") (LaSalle Senior and LaSalle Bridge being sometimes referred to herein collectively as "Lenders"), as amended and restated by an Amended and Restated Construction Loan Agreement dated as of May 31, 2007, by and among Mortgagors, Lenders and others (as amended, restated or replaced from time to time "Loan Agreement"), Lenders have agreed to loan to Mortgagors the principal amount of \$11,100,000 (the "Loan"), consisting of the \$4,600,000 portion thereof evidenced by Note A described below ("Portion A"), and the \$6,500,000 portion thereof evidenced by Note C described below ("Portion C"), with LaSalle Senior alone being obligated to Mortgagors to fund Portion A of the Loan, and LaSaile Bridge alone being obligated to Mortgagors to fund Portion C of the Loan. The Loan will bear interest at variable rates based on LaSalle Senior's prime rate of interest from time to time in effect, subject, in the case of Portion A, but not Portion C, to the right of Mortgagors to elect from time to time interest rates based on the per annum rate of interest at which United States dollar deposits are offered in the London Interbank Eurodollar market, all on and subject to the terms and conditions set forth in Note A referred to below. The Loan shall be evidenced by two promissory notes of even date with the said Amended and Restated Loan Agreement, one Promissory Note in the principal amount of \$4,600,000 (as amended, restated or replaced from time to time, "Note A") made by Mortgagors payable to LaSalle Senior alore, on its own behalf and not as agent for Lenders, and one Promissory Note in the principal amount of \$6,500,000 (as amended, restated or replaced from time to time, "Note C") made by Mortgagors payable to LaSalle Bridge alone, each of Note A and Note C due on May 31, 2008 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of Note A, Note C or the Loan Agreement or any of the other "Loan Documents" (as defined in the Loan Agreement). Note A and Note C are sometimes referred to herein collectively as "Notes."
- (b) The figure "102,144,000" on page 4 of the Mortgage, and in Section 20(L) of the Mortgage, is deleted and replaced with the figure "\$22,200,000."
- 7. Recital paragraph A in the Assignment of Rents is modified and amended in its entirety to read as follows:
 - A. Pursuant to the terms and conditions of a Construction Loan Agreement of dated as of May 1, 2005, by and among Assignors, LaSalle Senior, LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Mezzanine Lender, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as Bridge Lender ("LaSalle Bridge") (LaSalle Senior and LaSalle Bridge being

sometimes referred to herein collectively as "Lenders"), as amended and restated by an Amended and Restated Construction Loan Agreement dated as of May 31, 2007, by and among Assignor, Lenders and others (as amended, restated or replaced from time to time "Loan Agreement"), Lenders have agreed to loan to Assignors the principal amount of \$11,100,000 (the "Loan"), consisting of the \$4,600,000 portion thereof evidenced by Note A described below ("Portion A"), and the \$6,500,000 portion thereof evidenced by Note C described below ("Portion C"), with LaSalle Senior alone being obligated to Assignors to fund Portion A of the Loan, and LaSalle Bridge alone being obligated to Assignors to fund Portion C of the Loan. The Loan shall be evidenced by two promissory notes of even date with the said Amended and Restated Construction Loan Agreement, one Promissory Note in the principal amount of \$4,600,000 (as amended, restated or replaced from time to time, "Note A") made by Assignors payable to LaSalle Senior alone, on its own behalf and not as agent for Lenders, and one Promissory Note in the principal amount of \$6,500,000 (as amended, restated or replaced from time to time, "Note C") made by Assignors payable to LaSalle Bridge alone. Note A and Note C are sometimes referred to herein collectively as "Notes.".

8. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as modified and amended as provided in the Modification The Borrower/Pledgor/ Frarantor Parties (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended as provided in the Modification Agreement; (ii) acknowledge and agree that the Lenders, by entering into the Modification Agreement, do 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 in the Modification Agreement; (iii) acknowledge and expe that the Lenders have 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 modified and amended as provided in the Modification Agreement. 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 modified and amended as provided in the Modification Agreement.

ISIGNATURE 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.

> RS HOMES I LLC RS POINTE LLC RS SQUARE LLC

By ABLA Homes LLC, Sole Member of each Borrower Scope Coo.

By LR ABLA LLC, Manager/Member

By LR Development Company, d/b/a Related Midwest, LLC, Sole Member

ABLA I (OMES LLC

By LR ABLA U.C. Manager/Member

By LR Development Company, d/b/a Related Midwest, LLC, Sole Member

LR DEVELOPMENT COMPANY LLC, d/b/a Related Midwest LLC

⁻ Roosevelt Square Memorandum of Modification Agreement -- Signature/Acknowledgement Page 1 -

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QUEST DEVELOPMENT LLC
By Printed Name: ATEA. Manager
LASALLE BANK NATIONAL ASSOCIATION, as Senior Lender
Ву
By Printed Name:
Title:
LASALLE RANK NATIONAL ASSOCIATION 25
LASALLE BANK NATIONAL ASSOCIATION, as Mezzanine Lender
By
Printed Name:
Title:
C/
LASALLE BANK NATIONAL ASSOCIATION, as
Bridge Lender
0,0
By
By
Printed Name: Title:

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QUEST DEVELOPMENT LLC

Printed Name:
Manager
LASALLE BANK NATIONAL ASSOCIATION, as
Canical and an
Senior Lender
By WW.
Printed Name: ((WW Con))
By Printed Name: (W. C.
LASALLE BANK NATIONAL ASSOCIATION, as
Mezanine Lender
M27/ Tullie Pelinel
By Pulli Luni
Printed Name: Neeti Saini
Title: AVIS
LASALLE BANK NATIONAL ASSOCIATION, as
Bridge Lender
Dridge Leilder
By Miland Millow
Printed Name: Michael Mc Govern
Title: Vice President

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STATE OF ILLINOIS)	
,	SS
COUNTY OF COOK)	A
limited hability company, the sole company, the member/manager of A	acknowledged before me this 21 day of May, 2007, of LR Development Company LLC, an Illinois member of LR ABLA LLC, an Illinois limited liability BLA Homes LLC, a Delaware limited liability company, C, RS Pointe LLC and RS Square LLC, each an Illinois f said limited liability companies.
OFFICIAL SEAL	La Galacia
LAURA GREENLEZ	flux funde
NOTARY PUBLIC, STATE OF ILI INDIS MY COMMUSSION EXPIRES 11-7-2000	// Notary Public
A SALAS STATE IN THE SALAS STATE OF THE SALAS STATE	
STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	' (
by Braffind J. White Vice Pra limited liability company, the sole	acknowledge I before me this 29 day of May, 2007, of LR Development Company LLC, an Illinois member of LR ABLA LLC, an Illinois limited liability BLA Homes LLC, a Friaware limited liability company, on nies.
OFFICIAL SEAL LAURA GREENLEE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-7-2009	Jama Runlu Notary Públic

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STATE OF ILLINOIS) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this day of May, 2007 by Bollad White of LR Development Company LLC, a Delaward limited hability company doing business under the assumed name Related Midwest LLC, or behalf of the company.
OFFICIAL SEAL LAURA GREENLEE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMUSSION EXPIRES 11-7-2009 Notary Public
STATE OF ILLINOIS
COUNTY OF COOK) SS
The foregoing instrument was acknowledged before me this Area day of May, 2007, by Control. Manager of Quest Development LLC, an Illinois limited liability company, on behalf of the company.
OFFICIAL SEAL LAURA GREENLEE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-7-2009 Notary Public
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this 2944 day of May 2007, by Clark Crown, SUP of LaSalle Bank National Association, a national banking association, on behalf of the association, in its capacity as Senior Lender.
OFFICIAL SEAL LAINE B. DROGOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-1-2010 Notary Public

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STATE OF ILLINOIS) SS
COUNTY OF COOK)
The foregoing instrument was acknowledged before me this 29th day of May, 2007, by Presti Saini, MP of LaSalle Bank National Association, a national banking association, on behalf of the association, in its capacity as Mezzanine Lender.
OFFICIAL SEAL GEORGIA A AKERS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSIO. IF D'RES:06/21/09 Notary Public
STATE OF ILLINOIS
STATE OF ILLINOIS SS
COUNTY OF COOK j
The foregoing instrument was acknowledged before me this 29th day of May, 2007, by Michael McGovern, Vice President of LaSalle Bank National Association, a national banking association, on behalf of the association, in its capacity as Bridge Lender.
Vivainer F. Edwards
O Notary Public
OFFICIAL SEAL
VIRGINIA F EDWARDS \$ NOTARY PUBLIC - STATE OF ILLINOIS \$
MY COMMISSION EXPIRES:07/23/08

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

<u>PARCEL 1</u>: UNITS 403 AND 405 IN THE DELANO AT ROOSEVELT SQUARE, A CONDOMINIUM (AS HEREINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT (S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED PY: CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR AND RS POINTE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727115, AND RE-RECORDED AS DOCUMENT 0516745099; WHICH LEASE AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED IN (B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCA (ED ON THE LAND);
- (B) OWNERSHIP OF THE BUILLINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 36 IN PLAT 2 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0620944043, IN COOK COUNTY, ILLINOIS.
- PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH ON THE PLAT OF SUBPIVISION RECORDED AS DOCUMENT NUMBER 0414831143.
- <u>PARCEL 3</u>: UNITS 1228 S. TAYLOR IN THE ELEANOR AT ROOSEVEL' SQUARE, A CONDOMINIUM (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:
- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AS LESSOR, AND RS HOMES I LLC, AS LESSEE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727117 AND BY AMENDED AND RESTATED GROUND LEASE RECORDED DECEMBER 21, 2006 AS DOCUMENT NUMBER 0635516070; WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED

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- IN (B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS ON THE LAND);
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 9 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEYS SUBDIVISION, PART OF MACALASTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0635516071, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT 0635516069.

PARCEL 5: LOTS 6, 7, 11, 12, 13, 14 AND 16 IN RESUBDIVISION OF LOTS 3 AND 4 OF PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEYS SUBDIVISION, PART OF MACALASTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SUCTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS.

PARCEL 6: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 7 AND OTHER PROPERTY AS SET FORTH IN AND CREATED BY THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 1235-1231 WEST ARTHINGTON HOMEOWNERS ASSOCIATION RECORDED AS DOCUMENT NUMBER 0619534100.

PARCEL 7: UNIT 301 IN THE 1034 SOUTH RACINE CONDOMINIUMS (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AS LESSOR, AND RS HOMES I LLC, AS LESSEE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727124; WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED IN (B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS ON THE LAND);
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 20 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEYS SUBDIVISION, PART OF

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MACALASTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0617931130, IN COOK COUNTY, ILLINOIS.

PARCEL 8: UNIT 101 AND 301 IN THE 1129 WEST WASHBURNE CONDOMINIUMS (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- (A): THE LIASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1... OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AS LESSOR, AND RS HOMES I LLC, AS LESSEE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727098; WHICH LEASE AS AMENDED, DEMISE THE LAND (AS HEREINAFTER DESCRIBED IN (B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IN PROVEMENTS ON THE LAND);
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 50 IN PLAT 2 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS AT CHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0616531011, IN COOK COUNTY, ILLINOIS.

PARCEL 9: UNITS 201, 209, 212, 312 AND 410 IN THE FRANKLIN AT ROOSEVELT SQUARE, A CONDOMINIUM(AS HEREINAFTER DESCRIBED) DOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AS LESSOR, AND RS SQUARE LLC, AS LESSEE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727116 ANDRE-RECORDED JUNE 16, 2005 AS DOCUMENT 0516745100; WHICH LEASE AS AMENDED, DEMISES THE LAND(AS HEREINAFTER DESCRIBED IN (B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS ON THE LAND); AND IN
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 33 IN PLAT 2 ROOSEVELT SQUARE

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SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUMS, RECORDED AS DOCUMENT 0629010076, AND AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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PIN NUMBERS:

17.17.323.022.0000 17.17.323.023.0000 17.17.323.027.0000 17.17.323.028.0000 17.17.323.029.0000 17.17.323.030.0000 17.17.323.032.0000 17.17.323.010.0000 17.17.334.010.0000 17.20.207.050.0000 17.20.200.065.0000 17.20.200.068.0000

Property Addresses:

1213 Arthington, Chicago, IL

1215 Arthington, Chicago, IL

1221 Arthington, Chicago, IL

1223 Arthington, Chicago, IL

1225 Arthington, Chicago, IL

1227 Arthington, Chicago, IL

1231 Arthington, Chicago, IL

1075 West Roosevelt, Unit 405, Chicago, IL

1228 West Taylor, Chicago, IL

Clert's Office 1155 W. Roosevelt, Units 212, 312 & 410, Chicago, IL

1034 S. Racine Unit 301, Chicago, IL

1129 W. Washington, Unit 101, Chicago, IL

1075 W. Roosevelt, Unit 403, Chicago, IL

1155 W. Roosevelt, Units 201 & 209, Chicago, IL

1129 W. Washington, Unit 301, Chicago, IL