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Doc#: 0716346080 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/12/2007 02:35 PM Pg: 1 of 4

Horwood Marcus & Berk Chtd.  
180 North LaSalle Street  
Suite 3700  
Chicago, Illinois 60601  
Attn: J. David Ballinger, Esq.

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**FIFTH MODIFICATION TO  
MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS, AND SECURITY AGREEMENT**

**THIS FIFTH MODIFICATION TO MORTGAGE, ASSIGNMENT OF LEASES,  
AND RENTS, AND SECURITY AGREEMENT ("Modification") is made as of the 30<sup>th</sup>  
day of November, 2006, by CORU 210, LLC, an Illinois limited liability company ("Mortgagor")  
and AMERICAN CHARTERED BANK, an Illinois banking association (together with its  
successors and assigns "Bank").**

**WITNESSETH**

A. Mortgagor entered into that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 12, 2005 in favor of Bank, as amended from time to time (the "Mortgage"); and

B. The property encumbered by the Mortgage is commonly known as 210 East Ohio, Chicago, Illinois legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

C. The Mortgage secures the payment of the indebtedness of Mortgagor to Bank evidenced by the following notes: (i) that certain Mortgage Note dated May 12, 2005, by Mortgagor and Christine Chun in favor of Bank, in the maximum principal amount of \$920,000.00, as amended from time to time (the "Mortgage Note") and (ii) that certain Mortgage Note dated January 26, 2005, by CORU 21, LLC, an Illinois limited liability company and Christine Chun in favor of Bank, in the maximum principal amount of \$2,560,000.00, as amended from time to time ("21<sup>st</sup> Street Note"). The Note and the 21<sup>st</sup> Street Note are secured by, among other things, that the Mortgage, (a) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement by CORU 21, LLC in favor of Bank, as amended from time to time (the "21<sup>st</sup> Street Mortgage"), (b) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 210 E. Ohio, Chicago, Illinois ("210 Ohio Mortgage"); (c) Mortgage, Assignment of Leases and Rents and Security Agreement securing

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the property commonly known as 1701 South Clinton, Chicago, Illinois ("1701 Mortgage"); (d) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 500 West 18<sup>th</sup> Street, Chicago, Illinois ("500 Mortgage"); and (e) Junior Mortgage, Assignment of Leases and Rents and Security Agreement securing the property consisting of approximately 16 acres located at 12100-12118 South Peoria, 12138-12142 South Peoria, 940 West 122<sup>nd</sup>, 958-960 West 122<sup>nd</sup>, Chicago, Illinois, Chicago, Illinois ("121 Pullman Mortgage," which together with the Mortgage Note, the 21<sup>st</sup> Street Note, Mortgage, 210 Ohio Mortgage, 1701 Mortgage, and 500 Mortgage, each as amended, restated, extended and modified, and all other documents delivered in connection with these documents, collectively, the "Loan Documents").

D. Mortgagor has requested that the Bank decrease the principal amount of the 21<sup>st</sup> Street Note to \$2,560,000, and Bank is willing to accommodate such requests, subject to the terms and conditions of this Modification.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Mortgage be and is hereby modified and amended as follows:

1. Third Amended and Restated Mortgage Note. All references in the Mortgage and the Loan Documents to the 21<sup>st</sup> Street Note shall be deemed to refer to the Third Amended and Restated Mortgage Note dated the date hereof, in the maximum principal amount of \$2,860,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Third Amended and Restated Mortgage Note").

2. Full Force and Effect. The provisions of the Mortgage, as amended hereby, are in full force and effect and the Mortgage as so amended is hereby ratified and confirmed and all representations and warranties made therein remain true and correct as of the date hereof.

3. Priority. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Loan Documents, as amended.

4. Conflict. In the event of conflict between any of the provisions of the Mortgage and this Modification, the provisions of this Modification shall control.

5. Representations. Mortgagor hereby renews, remakes and reaffirms the representations and warranties contained in the Mortgage and Loan Documents.

6. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Modification by signing one or more counterparts.

7. Binding. This Modification is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Modification has been duly executed as of the day and year first above written.

**CORU 210, LLC,  
an Illinois limited liability company**

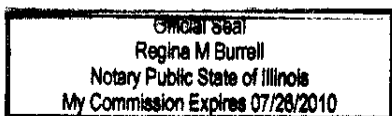
By: *[Signature]*  
Name: Christine Chun  
Its: Manager

STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK )

On this day, before me, the undersigned, a Notary Public in and for the county and state aforesaid, that Christine Chun, Manager of **CORU 210, LLC**, an Illinois limited liability company, personally appeared before me and personally known to me the person who executed this Mortgage and acknowledged to me that the execution thereof was his free and voluntary act and deed and as the free and voluntary act of the company for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of November, 2006.

(SEAL)



*[Signature]*  
Notary Public  
My commission expires: 7/28/2010

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**EXHIBIT A**  
**Legal Description**

Lot 5 and 6 in the subdivision of Lots 42, 43, 44, 45, and 46 in Block 1 in the Subdivision of Block 31 in Kinzie's Addition to Chicago, in the East ½ of the Northwest ¼ of Section 10, Township 39, North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 210 East Ohio, Chicago, Illinois  
PINo.: 17-10-206-019-0000

Property of Cook County Clerk's Office