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Doc#: 0808631035 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/26/2008 11:11 AM Pg: 1 of 15

This Instrument Was Prepared By
And Upon Recordation Return To:

Julie L. Kaminski
Wolin, Kelter & Rosen, Ltd.
55 W. Monroe Street, Suite 3600
Chicago, Illinois 60603
W&R File No.: 9400/0949

(Space Above For Recorder's Use)

2600 SACRAMENTO CORP., 6501 CORPORATION
and
METROPOLITAN BANK AND TRUST COMPANY, as Trustee under Trust Agreement
dated April 30, 1998 and known as Trust Number 2153, as Borrower,

and
THE NATIONAL REPUBLIC BANK OF CHICAGO, as Lender

**FIRST LOAN MODIFICATION
AND RATIFICATION AGREEMENT**

SECURING DEBT IN THE AMOUNT OF \$8,600,000.00

Dated: As of March 25, 2008

2600-2900 S. Sacramento St. Chicago, Illinois Cook County	542 West Polk Street Chicago, Illinois Cook County	6200 West 51st Street Chicago, Illinois Cook County	5100 -5110 S. Melvina Ave. Chicago, Illinois Cook County
16-25-309-012-0000, 16-25-309-015-0000, 16-25-309-016-0000, & 16-25-309-017-0000	17-16-306-019-0000	19-08-100-025-0000, 19-08-100-026-0000, & 19-08-100-068-0000	19-08-303-024-0000, 19-08-303-025-0000, 19-08-202-026-0000, & 19-08-303-027-0000

Loan No.:

THIS DOCUMENT MODIFIES DOCUMENT NO. 0808434060.

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THIS FIRST LOAN MODIFICATION AND RATIFICATION AGREEMENT (this "Agreement") is made as of March 25, 2008, by and among **2600 SACRAMENTO CORP.**, an Illinois corporation, **6501 CORPORATION**, an Illinois corporation, both having a mailing address at 4222 South Knox, Chicago, Illinois 60632, and **METROPOLITAN BANK AND TRUST COMPANY, as Trust under Trust Agreement dated April 30, 1998, and known as Trust Number 2153**, having a mailing address at 2201 West Cermak Road, Chicago, Illinois 60608 (collectively "Borrower") and **THE NATIONAL REPUBLIC BANK OF CHICAGO** ("Lender"), having an address at 1201 West Harrison Street, Chicago, Illinois 60607, and **RICHARD URSO AND JOANNE URSO** in their capacity as a guarantor under the Loan Documents (defined below) dated March 24, 2008 (collectively "Principal"), and is restating, reaffirming and modifying that certain Loan (defined below) dated March 24, 2008, by and between Borrower and Lender, and the other Loan Documents, as follows.

WITNESSETH:

WHEREAS, as of March 24, 2008, Lender extended a loan to Borrower in the original aggregate principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by a Promissory Note, dated as of March 24, 2008 (the "Closing Date"), made by Borrower in favor of Lender, in the original principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000.00) (the "Note");

WHEREAS, the Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing (the "Security Instrument") dated as of the Closing Date given by Borrower to Lender on the property described in Exhibit A and (ii) the documents and instruments listed on Exhibit B attached hereto and made a part hereof (the Note, the Security Instrument, the other documents and instruments listed on Exhibit B, together with any other documents and instruments relating to the Loan, whether now or hereafter existing, as the same from time may to time may be amended, extended, consolidated, renewed or replaced, collectively, the "Loan Documents");

WHEREAS, Borrower desires to increase the principal amount of the Note up to EIGHT MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,600,000.00);

WHEREAS, Lender has required, as a condition of the increase in the principal amount of the Note, that Borrower ratify and confirm its obligations under the Loan Documents; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. NOTE. Lender increases the aggregate principal amount of the Loan to EIGHT MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,600,000.00). The following terms and conditions are hereby modified:

a. Payment Terms.

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(i) A constant principal and interest payment of Seventy-Two Thousand Five Hundred Sixty-Eight and 52/100 Dollars (\$72,568.52) on the 25th day of **April, 2008** and on the same day of each calendar month thereafter (each payment date a "Scheduled Payment Date") up to and including the 25th day of **March, 2013** (the "Maturity Date").

(ii) A payment of the entire balance plus any and all accrued interest and costs on the Maturity Date.

b. Interest. The term "Applicable Interest Rate" as used herein shall mean a rate equal to eight and zero tenths percent (8.0%) per annum.

c. Remainder of Terms. All other terms of the Note are not modified, amended or otherwise changed.

2. SECURITY INSTRUMENT. The amount secured by the Security Instrument dated March 24, 2008, and recorded March 24, 2008, as Document Number 0808434060, shall be EIGHT MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,600,000.00).

3. LOAN DOCUMENTS. Each of the Loan Documents is hereby modified to the extent necessary so that the original principal amount of the loan shall be EIGHT MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,600,000.00), and any reference to the amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000.00) is hereby deleted.

4. BORROWER'S COVENANTS.

Borrower hereby agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations under the Loan Documents, and Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect.

5. AGREEMENTS OF BORROWER. Except as modified herein, Borrower hereby acknowledges and agrees that:

a. all of the terms, provisions, covenants, representations, warranties, conditions and stipulations contained in the Loan Documents, are hereby ratified and confirmed by Borrower in all respects, and shall continue to apply with full force and effect to Borrower from and after the date hereof;

b. all of the representations and warranties made by Borrower at the time of the Loan shall be deemed to be remade by Borrower as of the date hereof with respect to all matters specified therein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct;

c. as of the date hereof, the obligations of Borrower under the Loan, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

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d. as of the date hereof, there are no offsets, defenses or counterclaims to the obligations under the Loan;

e. as of the date hereof, no default or Event of Default (such term and all other capitalized terms used but not otherwise defined herein shall have the meanings provided therefore in the Security Agreement) and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents; and

f. the agreement of Lender to amend the Note shall not be deemed an agreement by Lender to accept additional amendments to the Loan, to waive any defaults or to waive any of its rights under the Loan Documents.

6. CONTINUING LIABILITY OF PRINCIPALS. Principals reaffirm, restate, and agree to all guarantees for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations under the Guaranty, and agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect.

7. RELEASE OF LENDER. Borrower hereby releases, relinquishes, discharges and waives any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Borrower (and its respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever from the beginning of the world to and including the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

8. PRIORITY OF LIENS NOT AFFECTED. This Agreement does not constitute the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which Borrower acknowledges to be valid and existing liens on and security interests in the Property. Borrower agrees that the lien and security interests created by the Security Agreement continue to be in full force and effect, unimpaired by this Agreement and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

9. GENERAL PROVISIONS.

a. Definition of Loan Documents. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be

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deemed to include this Agreement.

- b. Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Borrower or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.
- c. Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.
- d. Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.
- e. Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, Borrower agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.
- f. Further Assurances. Borrower agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be reasonably required by Lender in the future to perfect, assure, confirm or effectuate the extension of the Note contemplated by and set forth in this Agreement.
- g. Counterpart Signatures. This Agreement and any document or instrument executed pursuant thereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Reliance. Lender would not have consented to the extension specified herein without Borrower entering into this Agreement. Accordingly, Borrower intentionally and unconditionally enters into the covenants and agreements as set forth above and understands that, in reliance upon and in consideration of such covenants and agreements, Lender has increased the principal amount of the Note as stated herein.

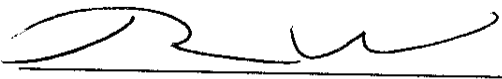
[Remainder of page intentionally left blank, signature page to follow]

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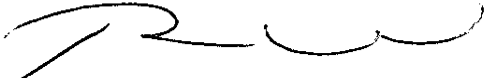
IN WITNESS WHEREOF, the parties hereto have executed this First Loan Modification and Ratification Agreement as of the day and year first above written.

BORROWER:

2600 SACRAMENTO CORP., an Illinois corporation

By: 
Name: Richard Urso, Jr.
Its: President

6501 CORPORATION, an Illinois corporation

By: 
Name: Richard Urso, Jr.
Its: President

IN WITNESS WHEREOF, METROPOLITAN BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

METROPOLITAN BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated April 30, 1998, and known as Trust Number 2153

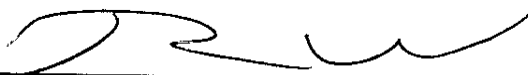
Metropolitan Bank & Trust Co.
Trust Department

By: Documents Executed By Attached Rider
Name: _____
Its: _____

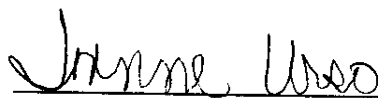
[Additional signatures to follow]

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PRINCIPAL:



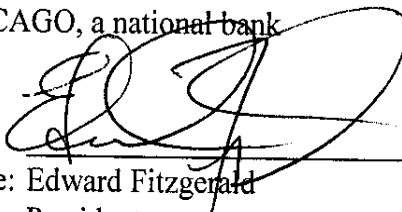
RICHARD URSO, JR.



JOANNE URSO

LENDER:

THE NATIONAL REPUBLIC BANK OF
CHICAGO, a national bank



By:

Name: Edward Fitzgerald

Its: President

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[ACKNOWLEDGEMENT]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **RICHARD URSO, JR.**, personally known to me to be the President of **2600 SACRAMENTO CORP.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of March, 2008.

Brenda Hawkins
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **RICHARD URSO, JR.**, personally known to me to be the President of **6501 CORPORATION**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of March, 2008.

Brenda Hawkins
Notary Public



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Rider Attached To FIRST LOAN MODIFICATION AND RATIFICATION AGREEMENT
(The National REpublic Bank of Chicago = \$8,500,000.00)
Dated: 3/24/08

This instrument is executed by Metropolitan Bank and Trust Company not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said Metropolitan Bank and Trust Company in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived - by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said Metropolitan Bank and Trust Company, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property herein above described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale of other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property herein above described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

METROPOLITAN BANK AND TRUST COMPANY
not individually, but as Trustee
under Trust No. 2153

ATTEST:

By: Juan C. Gonzalez By: Cheryl Brueckmann

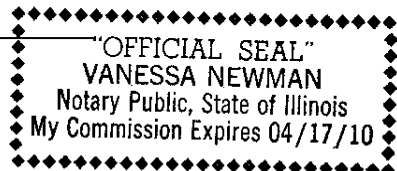
STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cheryl Brueckmann
_____ of Metropolitan Bank and Trust Company
and Juan Gonzalez of
said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and
Senior Vice President, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as trustee for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he/she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as his/her own free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of March, 20 08.

Vanessa Newman

My commission expires 4-17-10



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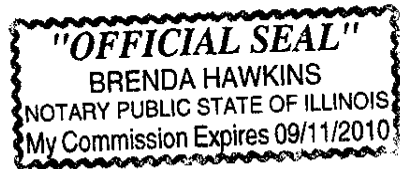
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **RICHARD URSO, JR.**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of March, 2008.

Brenda Hawkins
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **JOANNE URSO**, personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of March, 2008.

Brenda Hawkins
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that **EDWARD FITZGERALD**, personally known to me to be the President of **THE NATIONAL REPUBLIC BANK OF CHICAGO**, a national bank, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of March, 2008.

Brenda Hawkins
Notary Public

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Description of Land

33 FEET EAST OF THE CENTER LINE OF THE SOUTH MERRIMAC AVENUE; THENCE NORTH AT AN ANGLE OF 89 DEGREES 48 MINUTES AND 45 SECONDS, MEASURED IN THE NORTHEAST QUADRANT WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 A DISTANCE OF 33 FEET; THENCE EAST ALONG A LINE PARALLEL WITH AND 33 FEET DISTANT FROM SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 A DISTANCE OF 144 FEET TO THE PLACE OF BEGINNING, MONUMENTED WITH A STEEL PIN AND LOCATED ON THE EAST LINE OF A PROPOSED PRIVATE ALLEY 24 FEET WIDE; THENCE CONTINUING EAST ALONG SAID LINE PARALLEL WITH AND 33 FEET DISTANT FROM SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 A DISTANCE OF 787.8 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF A PROPOSED PRIVATE ROAD 66 FEET IN WIDTH EXTENDING NORTH AND SOUTH AT AN ANGLE OF 89 DEGREES, 48 MINUTES, AND 45 SECONDS WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 MEASURED IN THE NORTHEAST QUADRANT, SAID POINT BEING MONUMENTED WITH A STEEL PIN; THENCE NORTH ALONG SAID WEST LINE OF SAID PROPOSED PRIVATE ROAD A DISTANCE OF 600 FEET TO A POINT MONUMENTED WITH A STEEL PIN; THE CENTER LINE OF SAID PRIVATE ROAD INTERSECTING THE SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SOUTH MEADE AVENUE WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 8; THENCE WEST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 A DISTANCE OF 787.8 FEET, MORE OR LESS, TO A POINT MONUMENTED WITH A STEEL PIN, LOCATED IN THE EAST LINE OF SAID PROPOSED PRIVATE ALLEY; THENCE SOUTH ALONG SAID EAST LINE OF SAID PROPOSED PRIVATE ALLEY; THENCE SOUTH ALONG SAID EAST OF SAID PROPOSED PRIVATE ALLEY A DISTANCE OF 600 FEET TO THE PLACE OF BEGINNING.
(EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON)

PARCEL 3:

THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE EAST AND WEST CENTER LINE OF SAID SECTION 8 LOCATED 33 FEET EAST OF THE CENTER LINE OF SOUTH MERRIMAC AVENUE; THENCE NORTH AT AN ANGLE OF 89 DEGREES 48 MINUTES 45 SECONDS, MEASURED IN THE NORTHEAST QUADRANT, WITH SAID EAST AND WEST CENTER LINE OF SECTION 8, A DISTANCE OF 33 FEET; THENCE EAST ALONG A LINE PARALLEL WITH AND 33 FEET DISTANT NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 8 A DISTANCE OF 931.80 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF A PRIVATE ROAD, 66 FEET WIDE, EXTENDING NORTH AND SOUTH AT AN ANGLE OF 89 DEGREES 48 MINUTES 45 SECONDS WITH SAID EAST AND WEST CENTER LINE OF SECTION 8, MEASURED IN THE NORTHEAST QUADRANT, THENCE NORTH ALONG SAID WEST LINE OF SAID PRIVATE ROAD A DISTANCE OF 950 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE POINT OF BEGINNING OF THE DESCRIPTION THEREOF; THENCE CONTINUING NORTH ALONG A NORTHWARD EXTENSION OF THE ABOVE DESCRIBED WEST LINE OF SAID PRIVATE ROAD A DISTANCE OF 365.17 FEET; THENCE SOUTHWESTWARDLY A DISTANCE OF 746.56 FEET TO A POINT 1,055.03 FEET NORTH OF SAID EAST AND WEST CENTER LINE OF SAID SECTION 8; THENCE SOUTHWESTWARDLY A DISTANCE OF 91.03 FEET TO A POINT 983 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SAID SECTION 8 AND 741.11 FEET WEST FROM THE ABOVE DESCRIBED POINT OF BEGINNING OF THIS DESCRIPTION, AND THENCE EAST ALONG A LINE 983 FEET NORTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SAID SECTION 8, A DISTANCE OF 741.11 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON)

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EXHIBIT A (CONT'D) Description of Land

SAID PARCELS 1 THRU 3 ARE ALSO KNOWN AS LOTS 1 AND 2 IN WITCO CHEMICAL COMPANY'S SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 TO 4 INCLUSIVE IN BLOCK 3 IN BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 983 FEET OF SAID NORTHWEST 1/4 WITH THE WEST LINE (AS ORIGINALLY LOCATED) OF THE PRIVATE ROAD KNOWN AS SOUTH MEADE, WHICH INTERSECTION IS ALSO THE SOUTHEAST CORNER OF LOT 2 IN WITCO CHEMICAL COMPANY'S SUBDIVISION, THE PLAT OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 15, 1958 AS DOCUMENT NUMBER 17164195 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 AND A NORTHWARD EXTENSION THEREOF A DISTANCE OF 397.83 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 254.52 FEET TO A POINT WHICH IS 233.79 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID NORTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 2 AND 497.77 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SAID NORTH LINE OF THE SOUTH 983 FEET OF SAID NORTHWEST 1/4; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A DISTANCE OF 383.07 FEET AND CONVEX NORTHWESTERLY A DISTANCE OF 301.29 FEET TO A POINT 121.89 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID EAST LINE OF LOT 2 AND 226.69 FEET NORTH FROM SAID NORTH LINE OF SOUTH 983 FEET; THENCE SOUTH ALONG A STRAIGHT LINE A DISTANCE OF 226.69 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 983 FEET WHICH IS 122.41 FEET EAST FROM SAID SOUTHEAST CORNER OF LOT 2; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 983 FEET A DISTANCE OF 122.41 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 983 FEET OF SAID NORTHWEST 1/4 WHICH IS 122.41 FEET EAST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE OF THE SOUTH 983 FEET WITH THE WEST LINE (AS ORIGINALLY LOCATED) OF THE PRIVATE ROAD KNOWN AS S. MEADE AVENUE, WHICH INTERSECTION IS ALSO THE SOUTHEAST CORNER OF LOT 2 IN WITCO CHEMICAL COMPANY'S SUBDIVISION, THE PLAT OF WHICH WAS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 15, 1958 AS DOCUMENT NUMBER 17164195 AND RUNNING THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 226.69 FEET TO A POINT 121.89 FEET (MEASURED PERPENDICULARLY) EAST FROM THE EAST LINE OF SAID LOT 2; THENCE NORTHWARDLY AND NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 383.07 FEET AND CONVEX NORTHWESTERLY A DISTANCE OF

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EXHIBIT A (CONT'D) Description of Land

301.29 FEET TO A POINT WHICH IS 233.79 FEET (MEASURED PERPENDICULARLY) EAST FROM A NORTHWARD EXTENSION OF SAID EAST LINE OF LOT 2 AND 497.77 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID NORTH LINE OF SOUTH 983 FEET OF SAID NORTHWEST 1/4; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 340.02 FEET TO A POINT WHICH IS 631.27 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID NORTH LINE OF THE SOUTH 983 FEET; THENCE SOUTHWESTWARDLY AND SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 573.69 FEET AND CONVEX NORTHWESTERLY A DISTANCE OF 287.22 FEET TO A POINT 356.17 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID NORTH LINE OF THE SOUTH 983 FEET AND 475.48 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID EAST LINE OF LOT 2; THENCE SOUTH, TANGENT TO THE ABOVE DESCRIBED ARC, A DISTANCE OF 5.77 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SAID SECTION 8, THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 1/2 A DISTANCE OF 9.48 FEET TO ITS INTERSECTION WITH A LINE 466 FEET EAST FROM AND PARALLEL WITH SAID EAST LINE OF LOT 2; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 350.40 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF THE SOUTH 983 FEET OF THE NORTHWEST 1/4 AND THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 983 FEET A DISTANCE OF 343.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF BLOCKS 13, 15, 16, 17, 18, 24 AND 25 OF SUPERIOR COURT COMMISSIONERS' PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH SACRAMENTO AVENUE AND THE SOUTH LINE OF WEST 28TH STREET, AS OPENED BY THE SUPERIOR COURT OF COOK COUNTY; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE, 333.64 FEET TO A POINT ON THE WEST LINE OF SOUTH WHIPPLE STREET, AS OPENED BY THE SUPERIOR COURT OF COOK COUNTY; THENCE NORTH 1 DEGREE 42 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 645.80 FEET TO A POINT ON THE SOUTH LINE OF WEST 27TH STREET, AS OPENED BY THE SUPERIOR COURT OF COOK COUNTY; THENCE SOUTH 88 DEGREES 31 MINUTES 59 SECONDS WEST, ALONG SAID SOUTH LINE 143.23 FEET TO A CORNER OF SAID BLOCK 13; THENCE SOUTH 33 DEGREES 39 MINUTES 32 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID BLOCK 13, 271.68 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 13; THENCE SOUTH 1 DEGREE 42 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 13, 407.29 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 13; THENCE SOUTH 88 DEGREES 23 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 17, 158.74 FEET TO A POINT ON THE EAST LINE OF A PUBLIC ALLEY, AS OPENED BY THE SUPERIOR COURT OF COOK COUNTY; THENCE SOUTH 1 DEGREE 42 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, 629.64 FEET TO A POINT ON THE NORTH LINE OF WEST 39TH STREET, AS OPENED BY THE SUPERIOR COURT OF COOK COUNTY; THENCE NORTH 88 DEGREES 16 MINUTES 55 SECONDS EAST, ALONG SAID NORTH LINE, 191.75 FEET TO A POINT ON THE EAST LINE OF SOUTH ALBANY AVENUE, AS DEDICATED BY DOCUMENT NO. 4762549; THENCE SOUTH 1 DEGREE 42 MINUTES 22 SECONDS EAST, ALONG SAID EAST LINE, 260.62 FEET TO A CORNER OF LAND DESCRIBED IN DOCUMENT NO. 0010784387; THENCE NORTH 88 DEGREES 6 MINUTES 19 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LAND, 71.13 FEET TO A CORNER OF SAID LAND; THENCE NORTH 1 DEGREE 53 MINUTES 51 SECONDS WEST, 15.50 FEET TO A CORNER OF SAID LAND; THENCE NORTH 88 DEGREES 6 MINUTES 9 SECONDS EAST, 97.70 FEET TO A CORNER OF SAID LAND; THENCE SOUTH 18 DEGREES 3 MINUTES 51 SECONDS EAST, 92.65 TO A CORNER OF SAID LAND; THENCE NORTH 82 DEGREES 3 MINUTES 9 SECONDS EAST, 67.09 FEET TO A CORNER OF SAID LAND; THENCE SOUTH 32 DEGREES 58 MINUTES 51

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EXHIBIT A (CONT'D) Description of Land

SECONDS EAST, 117.30 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID DESCRIBED LAND, SAID SOUTHEAST LINE BEING DESCRIBED AS DRAWN FROM A POINT ON THE EAST LINE OF SAID BLOCK 25, 422.60 FEET NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 25, TO A POINT THAT IS 83.00 FEET EAST OF THE WEST LINE OF SAID BLOCK 24 AND 133.00 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 24; THENCE NORTH 61 DEGREES 48 MINUTES 56 SECONDS EAST, ALONG SAID SOUTHEAST LINE, 311.24 FEET TO A POINT ON THE WEST LINE OF AFORESAID SOUTH SACRAMENTO AVENUE; THENCE NORTH 1 DEGREE 42 MINUTES 3 SECONDS WEST, ALONG SAID WEST LINE, 898.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7

LOT 15 (EXCEPT THE EAST 20 FEET THEREOF) AND LOT 16 IN C. BARKENBILE'S SUBDIVISION OF BLOCK 41 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Loan Documents

All of the Loan Documents, unless otherwise expressly stated, are dated as of the Closing Date and are from Borrower to Lender.

1. Borrower's Certificate
2. Commercial Loan Agreement
3. Secured Promissory Note
4. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing
5. Commercial Security Agreement
6. Guaranty of Payment
7. Environmental Indemnity
8. Corporate Resolutions – 2600 Sacramento Corp.
9. Corporate Resolutions – 6501 Corporation

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