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TO:

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



Doc#: 0831933237 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2008 01:48 PM Pg: 1 of 8

THIRD MODIFICATION TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

THIS THIRD MODIFICATION TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES, AND RENTS, AND SECURITY AGREEMENT ("Modification") is made as of the 25th day of October, 2008, by **CORU 121, 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 Junior Mortgage, Assignment of Leases and Rents and Security Agreement dated as of April 25, 2006, and recorded on May 8, 2006, as document number 0612833130, in favor of Bank, as amended by that certain Modification to Junior Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of April 25, 2007, as amended from time to time (the "Mortgage"); and

B. The property encumbered by the Mortgage consists of approximately 16 acres located at 12100-12118 South Peoria, 12138-12142 South Peoria, 940 West 122nd, 958-960 West 122nd, Chicago, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

C. The Mortgage secures, among other things, the payment of the indebtedness of Mortgagor to Bank evidenced by the following notes: (i) that certain Mortgage Note dated April 25, 2006, by CORU 500, LLC and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$3,500,000.00, as amended from time to time (the "CORU 500 Note"), (ii) that certain Mortgage Note dated January 26, 2005, by CORU 21, LLC, an Illinois limited liability company and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount of \$2,560,000.00, as amended from time to time ("21st Street Note"), and that certain Mortgage Note dated April 25, 2006, by CORU 1701, LLC and Christine K. Chuning f/k/a Christine Chun in favor of Bank, in the maximum principal amount

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of \$2,000,000.00, as amended from time to time (the "CORU 1701 Note"). The 21st Street Note is secured by, among other things, (a) the Mortgage, (b) 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 "21st Street Mortgage"), (c) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 210 E. Ohio, Chicago, Illinois, as amended from time to time ("210 Ohio Mortgage"); (d) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 500 West 18th Street, Chicago, Illinois, as amended from time to time ("500 Mortgage"); and (e) Mortgage, Assignment of Leases and Rents and Security Agreement securing the property commonly known as 1701 South Clinton, Chicago, Illinois, as amended from time to time ("1701 Mortgage", which together with the CORU 500 Note, the 21st Street Note, CORU 1701 Note, the CORU 500 Mortgage, 210 Ohio Mortgage, and 21st Street Mortgage, each as amended, restated, extended and modified, and all other documents delivered in connection with these documents, collectively, the "Loan Documents").

D. Christine K. Chuning f/k/a Christine Chun and CORU 1701, LLC, an Illinois limited liability company, have requested that the Bank extend the Maturity Date of the CORU 1701 Note to April 25, 2009, and Bank is willing to accommodate such requests, subject to the terms and conditions of this Modification. Christine K. Chuning f/k/a Christine Chun and CORU 500, LLC, an Illinois limited liability company, have requested that the Bank extend the Maturity Date of the CORU 500 Note to April 25, 2009, 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 CORU 1701 Note. All references in the Mortgage and the Loan Documents to the CORU 1701 Note shall be deemed to refer to the Second Amended and Restated CORU 1701 Note dated the date hereof, in the maximum principal amount of \$2,000,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Third Amended and Restated CORU 1701 Note").

2. Third Amended and Restated CORU 500 Note. All references in the Mortgage and the Loan Documents to the CORU 500 Note shall be deemed to refer to the Second Amended and Restated CORU 500 Note dated the date hereof, in the maximum principal amount of \$3,500,000.00 (together with any amendments, modifications, extensions, renewals or replacements thereof "Third Amended and Restated CORU 500 Note").

3. 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.

4. 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.

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EXHIBIT A
Legal Description

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EXHIBIT A

LEGAL DESCRIPTION

Common Address: approximately 16 acres located at 12100-12118 South Peoria, 12138-12142 South Peoria, 940 West 122nd, 958-960 West 122nd, Chicago, Illinois 21st and Jefferson, Chicago, Illinois

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PARCEL 10:

COLUMBIA WESTERN MILLS BLOCK "A" BEING A CONSOLIDATION OF SUNDRY TRACT OF LAND IN THE RESUBDIVISION OF BLOCKS 9 TO 16 (EXCEPT THE EAST 141.00 FEET OF BLOCKS 9 AND 16) IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1913 AS DOCUMENT NUMBER 5131032, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE, WHICH IS 15.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK "A", SAID POINT BEING 610.0 FEET WEST OF THE WEST LINE OF SOUTH PEORIA STREET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SOUTH PEORIA STREET, 131.24 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE WEST 122ND STREET, 321.0 FEET; THENCE WESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 174 DEGREES, 30 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 50.0 FEET; THENCE WESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 171 DEGREES, 59 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 50.0 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 172 DEGREES, 58 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 50.0 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 173 DEGREES, 04 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 50.0 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 173 DEGREES, 15 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 50.0 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 178 DEGREES, 22 MINUTES TO THE LEFT WITH THE LAST DESCRIBED COURSE, 79.20 FEET TO ITS INTERSECTION WITH A LINE, WHICH IS 15.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK "A"; THENCE EAST ALONG A LINE 15.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID BLOCK "A", 604.85 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOTS 6, 10, 11, 12 AND 13 AND LOTS 1 TO 5 BOTH INCLUSIVE, TOGETHER WITH THE PRIVATE ALLEY NORTH OF AND ADJOINING SAID LOTS 1 TO 5 IN THE SUBDIVISION OF LOTS 7, 8 AND 9, ALSO THE VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOTS 10, 11, 12 AND 13 AND WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 6 AND WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID LOT 5 PRODUCED NORTH 10.00 FEET ALL IN BLOCK 3, ALSO LOTS 12 TO 35 BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY EAST OF AND ADJOINING THE EAST LINE OF LOTS 24 TO 35 BOTH INCLUSIVE AND WEST OF AND ADJOINING THE WEST LINE OF LOTS 12 TO 23 BOTH INCLUSIVE ALL IN BLOCK 4; ALSO LOTS 12 TO 35 BOTH INCLUSIVE, TOGETHER WITH VACATED ALLEY EAST OF AND ADJOINING THE EAST LINE OF LOTS 24 TO 35 BOTH INCLUSIVE AND WEST OF AND ADJOINING THE WEST LINE OF LOTS 12 TO 23 BOTH INCLUSIVE, IN BLOCK 5; ALSO LOTS 12 TO 35 BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY EAST OF AND ADJOINING THE EAST LINE OF LOTS 24 TO 35 BOTH INCLUSIVE AND WEST OF AND ADJOINING THE WEST LINE OF LOTS 12 TO 23 BOTH

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INCLUSIVE, ALL IN BLOCK 6, ALL IN THE RESUBDIVISION OF BLOCKS 9 TO 16 (EXCEPT THE EAST 141.0 FEET OF BLOCKS 9 AND 16) IN FIRST ADDITION TO WEST PULLMAN IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO VACATED SOUTH SANGAMON STREET, WEST OF AND ADJOINING A WEST LINE OF COLUMBIA WESTERN MILLS BLOCK "A" AND THE WEST LINE OF LOTS 10 TO 13 BOTH INCLUSIVE IN BLOCK 3 AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 12 TO 23 BOTH INCLUSIVE, IN BLOCK 4; ALSO VACATED SOUTH MORGAN STREET WEST OF AND ADJOINING THE WEST LINE OF LOTS 24 TO 35 BOTH INCLUSIVE IN BLOCK 4 AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 12 TO 23 BOTH INCLUSIVE IN BLOCK 5; ALSO VACATED SOUTH CARPENTER STREET, WEST OF AND ADJOINING THE WEST LINE OF LOTS 24 TO 35 BOTH INCLUSIVE IN BLOCK 5 AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 12 TO 23 BOTH INCLUSIVE IN BLOCK 6, ALL IN THE RESUBDIVISION OF BLOCKS 9 TO 16 (EXCEPT THE EAST 141.0 FEET OF BLOCKS 9 AND 16) IN FIRST ADDITION TO WEST PULLMAN AFORESAID, EXCEPT THE WEST 120.0 FEET OF THE EAST 838.0 FEET OF THE SOUTH 279.0 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS;

EXCEPTING PART OF PEORIA STREET CONTAINED IN PLAT OF DEDICATION FOR PUBLIC STREET, DESCRIBED AS FOLLOWS:

PART OF LOTS 1, 2 AND 6; TOGETHER WITH THE PRIVATE ALLEY ADJOINING SAID LOTS IN THE SUBDIVISION OF LOTS 7, 8, AND 9 IN BLOCK 3 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 2086754 IN THE RESUBDIVISION OF BLOCKS 9 TO 16 INCLUSIVE (EXCEPT THE EAST 141 FEET OF BLOCKS 9 AND 16) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1994260 IN THE FIRST ADDITION TO WEST PULLMAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1721159 IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND PART OF COLUMBIA WESTERN MILLS BLOCK "A" ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 5131032 BEING A CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE AFORESAID RESUBDIVISION OF BLOCKS 9 TO 16 (EXCEPT THE EAST 141 FEET OF BLOCKS 9 AND 16) IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WEST 122ND STREET WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH PEORIA STREET; THENCE SOUTH 88 DEGREES 27 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST 122ND STREET, 25.00 FEET; THENCE NORTH 1 DEGREE 52 MINUTES 24 SECONDS WEST, 134.70 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 36 SECONDS EAST, 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH PEORIA STREET; THENCE SOUTH 1 DEGREE 52 MINUTES 24 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 134.85 FEET TO THE POINT OF BEGINNING.

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