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THIS DOCUMENT PREPARED BY
AND UPON RECORDING IS TO
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THOMAS P. DUFFY
WILDMAN, HARROLD, ALLEN
& DIXON LLP
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606



Doc#: 0915531069 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/04/2009 12:10 PM Pg: 1 of 17

8065756, P4, DI Lot 1

FIFTH AMENDMENT TO REVOLVING CREDIT LOAN AGREEMENT, REVOLVING NOTE, MORTGAGE, COLLATERAL ASSIGNMENT OF RENTS AND LEASES AND LOAN DOCUMENTS

This Amendment ("Amendment") is made as of May 1, 2009 (the "Effective Date"), and is by and between JAMES P. AVGERIS ("Borrower"), the J.C.A. GIFT TRUST created pursuant to that certain Trust Agreement dated July 9, 1992, as amended July 24, 1995, June 18, 1998, January 21, 2004 and September 27, 2006, by Stewart W. Mills and Bradley P. Gdowski, not personally, but as Co-Trustees of said Trust ("Guarantor"), 3815 ASHLAND, L.L.C., an Illinois limited liability company ("Ashland Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation ("Mortgagee").

RECITALS

A. Pursuant to that certain Revolving Credit Loan Agreement (the "Loan Agreement") dated as of January 15, 2003, by and between Borrower, Guarantor and Mortgagee, Mortgagee extended a revolving credit loan (the "Loan") to Borrower in the amount of Twelve Million and No/100 Dollars (\$12,000,000.00), the proceeds of which would be available to Borrower on a revolving credit basis to acquire and refinance certain office and industrial properties in the Midwest, subject to the limitations set forth in the Loan Agreement.

B. In connection with the Loan, (i) Borrower executed and delivered to Mortgagee a Revolving Note (the "Note") dated as of January 15, 2003, in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) payable to the order of Mortgagee, and (ii) Guarantor executed and delivered an Absolute and Unconditional Guaranty dated as of January 15, 2003 (the "Guaranty") to and for the benefit of Mortgagee.

C. The Loan is evidenced and secured by the loan documents (the "Loan Documents") listed on attached Exhibit A. All capitalized terms used in this Amendment shall have the same meaning as such terms are used in the Loan Documents.

D. In accordance with the terms and provisions of the Loan Agreement, Borrower requested a disbursement of the proceeds of the Loan to provide financing for the

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acquisition of the property commonly known as 3815 Ashland Avenue, Chicago, Illinois (the "Ashland Mortgaged Premises") legally described on Exhibit B.

E. In connection with the acquisition of the Ashland Mortgaged Premises and in accordance with the terms and provisions of the Loan Agreement, Borrower, Guarantor, Ashland Mortgagor and Mortgagee entered into that certain Rider and Supplement to Revolving Credit Loan Agreement Property Number 2 (the "Ashland Rider") dated as of February 3, 2003, which allocated \$5,440,000.00 (the "Ashland Allocation") of the proceeds of the Loan for Ashland Mortgagor's acquisition of the Ashland Mortgaged Premises and payment of certain tenant improvement work, leasing and broker's commissions and certain other costs and expenses as set forth in the Ashland Rider.

F. In connection with Ashland Allocation, Ashland Mortgagor executed and delivered to Mortgagee the loan documents set forth on attached Exhibit A ("Ashland Loan Documents"), including without limitation, including without limitation, that certain Mortgage (the "Ashland Mortgage") dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311206 and that certain Collateral Assignment of Rents and Leases dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311207.

G. Pursuant to various amendments to the Loan Documents, which are set forth on attached Exhibit A, the Maturity Date of the Loan was extended to May 1, 2009.

H. As of the Effective Date, the outstanding principal balance of the Note with respect to the Ashland Allocation is \$3,740,154.65 with \$1,698,750.00 available to Borrower on a non-revolving basis in accordance with the terms of the Ashland Loan Documents.

I. Borrower, Guarantor and Ashland Mortgagor have requested Mortgagee to amend the Loan Documents to provide for a further extension of the Maturity Date with respect to the Ashland Allocation.

J. Borrower, Guarantor, Ashland Mortgagor and Mortgagee deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are hereby incorporated into and shall become part of this Amendment.

2. Notwithstanding anything to the contrary contained in any of the Loan Documents, the stated Maturity Date of the Loan is hereby extended from May 1, 2009 to August 1, 2009. All references in the Loan Documents to the stated Maturity Date of the Loan of "May 1, 2009" are hereby deleted in their entirety and the stated Maturity Date of the Loan of "August 1, 2009" shall be inserted in the Loan Documents in lieu thereof.

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3. As a condition precedent to the effectiveness of this Amendment, Borrower, Guarantor and Ashland Mortgagor shall concurrently herewith deliver to Lender, in form and substance satisfactory to Lender, the items which are referred to on the Document Checklist attached hereto as Exhibit C.

4. Borrower shall pay all of Lender's costs and expenses in connection with this Amendment, including without limitation, all of Lender's attorneys' fees, costs and expenses.

5. Borrower, Guarantor and Ashland Mortgagor hereby acknowledge that the Loan Documents are in full force and effect in accordance with their terms as hereby reaffirmed and modified and the term Indebtedness as used in the Loan Documents, includes the existing Indebtedness, the Committed Existing Funds and any Indebtedness evidenced by this Amendment. Borrower, Guarantor and Ashland Mortgagor hereby acknowledge that Borrower's, Guarantor's and Ashland Mortgagor's obligations, covenants and agreements under the Loan Documents are not diminished, discharged or adversely affected by this Amendment or any action or inaction taken by Lender in connection with the Loan. Borrower, Guarantor and Ashland Mortgagor hereby agree that all of Borrower's, Guarantor's and Ashland Mortgagor's covenants, agreements, representations, warranties, liabilities and obligations as set forth in the Loan Documents as hereby amended are hereby incorporated by reference herein and apply to the Loan, as modified by this Amendment. Guarantor hereby acknowledges that the Guaranty, as hereby reaffirmed, shall apply to the Indebtedness, including without limitation, any Indebtedness evidenced by this Amendment. Borrower, Guarantor and Ashland Mortgagor represent and warrant that no Event of Default has occurred under any of the Loan Documents, and Borrower, Guarantor and Ashland Mortgagor hereby reaffirm all of Borrower's, Guarantor's and Ashland Mortgagor's representations, covenants, agreements and obligations under each of the Loan Documents, as hereby amended, which shall continue to secure Borrower's obligations under the Loan.

6. All references to the Loan Documents, or any of them, shall be deemed to be a reference to such Loan Documents as hereby amended.

7. This Amendment may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Except and to the extent specifically modified herein, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.

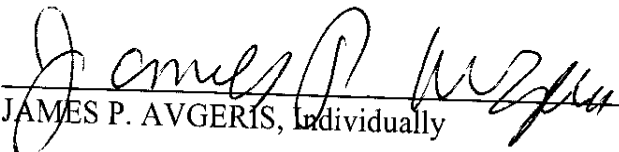
9. This Amendment constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Borrower, Guarantor, Ashland Mortgagor and Lender with respect to the subject matter of this Amendment. This Amendment may not be amended, changed, waived or modified except by a writing executed by Borrower, Guarantor, Ashland Mortgagor and Lender.

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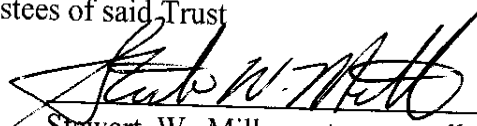
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

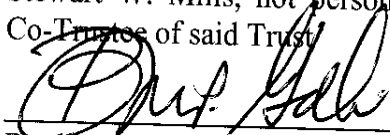
BORROWER:


JAMES P. AVGERIS, Individually

GUARANTOR:

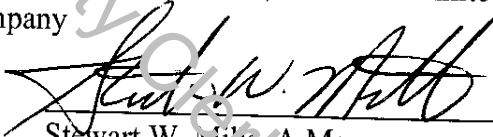
J.C.A. GIFT TRUST created pursuant to that certain Trust Agreement dated July 9, 1992, as amended July 24, 1995, June 18, 1998, January 21, 2004 and September 20, 2006, by Stewart W. Mills and Bradley P. Gdowski, not personally, but as Co-Trustees of said Trust

By: 
Stewart W. Mills, not personally, but as a Co-Trustee of said Trust

By: 
Bradley P. Gdowski, not personally, but as a Co-Trustee of said Trust

ASHLAND MORTGAGOR:

3815 ASHLAND L.L.C., an Illinois limited liability company

By: 
Stewart W. Mills, A Manager

MORTGAGEE:

COLE TAYLOR BANK, an Illinois banking corporation

BY: _____
Its

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

BORROWER:

James P. Avgeris
JAMES P. AVGERIS, Individually

GUARANTOR:

J.C.A. GIFT TRUST created pursuant to that certain Trust Agreement dated July 9, 1992, as amended July 24, 1995, June 18, 1998, January 21, 2004 and September 20, 2006, by Stewart W. Mills and Bradley P. Gdowski, not personally, but as Co-Trustees of said Trust

By: Stewart W. Mills
Stewart W. Mills, not personally, but as a Co-Trustee of said Trust

By: Bradley P. Gdowski
Bradley P. Gdowski, not personally, but as a Co-Trustee of said Trust

ASHLAND MORTGAGOR:

3815 ASHLAND L.L.C., an Illinois limited liability company

By: Stewart W. Mills
Stewart W. Mills, A Manager

MORTGAGEE:

COLE TAYLOR BANK, an Illinois banking corporation

BY: [Signature]
Its

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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James P. Avgeris, 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 severally acknowledged he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of May, 2009.



Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

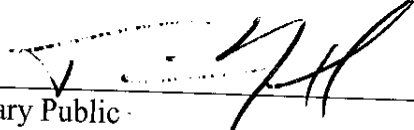
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STATE OF ILLINOIS

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that STEWART W. MILLS AND BRADLEY P. GDOWSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Co-Trustees of the J.C.A. GIFT TRUST created pursuant to that certain Trust Agreement dated July 9, 1992, as amended July 24, 1995, June 18, 1998, January 21, 2004 and September 20, 2006, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as Co-Trustees, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 2009.



Notary Public

My Commission Expires:



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STATE OF ILLINOIS

COUNTY OF

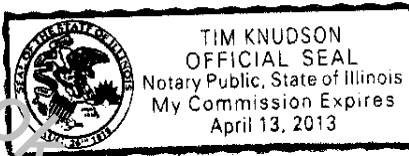
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that STEWART W. MILLS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Manager of 3815 ASHLAND L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 2009.



Notary Public

My Commission Expires:



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STATE OF

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Thomas C. Wallace personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ^{EMP} of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me and acknowledged that signed and delivered the said instrument as own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

May GIVEN under my hand and notarial seal this 29 day of , 2009.

Donna K. Krick

Notary Public

My Commission Expires



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EXHIBIT A

LOAN DOCUMENTS

Revolving Credit Loan Agreement (the "Loan Agreement") dated as of January 15, 2003, by and between JAMES P. AVGERIS ("Borrower"), the J.C.A. GIFT TRUST created pursuant to that certain Trust Agreement dated July 9, 1992, as amended July 24, 1995, June 18, 1998, January 21, 2004 and September 20, 2006, by STEWART W. MILLS AND BRADLEY P. GDOWSKI, not personally, but as Co-Trustees of said Trust ("Guarantor") and COLE TAYLOR BANK, an Illinois banking corporation ("Mortgagee").

Revolving Note (the "Note") dated as of January 15, 2003, in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) executed by Borrower payable to the order of Mortgagee.

Absolute and Unconditional Guaranty dated as of January 15, 2003 (the "Guaranty") executed by Guarantor to and for the benefit of Mortgagee.

Rider and Supplement to Revolving Credit Loan Agreement Property Number 1 (the "Shermer Rider") dated as of January 15, 2003, executed by Borrower, Guarantor, 2775 Shermer, L.L.C., a Delaware limited liability company ("Original Shermer Mortgagor") and Mortgagee.

Mortgage dated as of January 15, 2003, executed by the Original Shermer Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 2003, as Document No. 0030157232, encumbering the Shermer Mortgaged Premises.

Collateral Assignment of Rents and Leases dated as of January 15, 2003, executed by the Original Shermer Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 2003, as Document No. 0030157233 encumbering the Shermer Mortgaged Premises.

Security Agreement dated as of January 15, 2003, executed by the Original Shermer Mortgagor in favor of Mortgagee.

Environmental Indemnity Agreement dated as of January 15, 2003, executed by Borrower, Guarantor and the Original Shermer Mortgagor in favor of Mortgagee.

Hypothecation Agreement dated as of January 15, 2003, executed by the Original Shermer Mortgagor in favor of Mortgagee.

Security Agreement (Assignment of Property Management Agreement) dated as of January 15, 2003, executed by the Original Shermer Mortgagor in favor of Mortgagee.

UCC Financing Statements filed against the Original Shermer Mortgagor with the Illinois Secretary of State on February 6, 2003 as Document No. 30341688 and recorded with the Recorder of Deeds for Cook County, Illinois on February 3, 2003 as Document No. 003015734.

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Rider and Supplement to Revolving Credit Loan Agreement Property Number 2 (the "Ashland Rider") dated as of February 3, 2003, executed by Borrower, Guarantor, 3815 Ashland, L.L.C., an Illinois limited liability company ("Ashland Mortgagor") and Mortgagee.

Mortgage dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311206

Collateral Assignment of Rents and Leases dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311207

Security Agreement dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee.

Environmental Indemnity Agreement dated as of February 10, 2003, executed by Borrower, Guarantor and Ashland Mortgagor in favor of Mortgagee.

Hypothecation Agreement dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee.

UCC Financing Statements filed against Ashland Mortgagor with the Illinois Secretary of State on March 11, 2003 as Document No. 6661588 and recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003 as Document No. 0030311208;

Assignment and Assumption Agreement dated as of February 28, 2005 by and between 2775 Shermer L.L.C. and 2775 Office, L.L.C. recorded with the Recorder of Deeds for Cook County, Illinois on April 12, 2005 as Document No. 0510233189.

Amendment to Mortgage, Collateral Assignment of Rents and Leases and Loan Documents dated as of March 22, 2005, by and among Borrower, Guarantor, Shermer Mortgagor and Mortgagee which was recorded with the Recorder of Deeds for Cook County, Illinois on April 12, 2005 as Document No. 0510233190.

Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2006, by and among Borrower, Guarantor, Shermer Mortgagor, Ashland Mortgagor and Mortgagee.

Second Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2007 among Borrower, Guarantor, Shermer Mortgagor, Ashland Mortgagor and Mortgagee.

(Amended and Restated) Rider and Supplement to Revolving Credit Loan Agreement Property Number 1 dated as of January 31, 2007, executed by Borrower, Guarantor, Shermer Mortgagor and Mortgagee.

Third Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of March 5, 2008, among Borrower, Guarantor, Shermer Mortgagor and Mortgagee.

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Amended and Restated Rider and Supplement to Revolving Credit Loan Agreement for Property Number 1 (the "March 2008 Property Number 1 Allocation") dated as of March 5, 2008, among Borrower, Guarantor, Shermer Mortgagor and Mortgagee.

Fourth Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2009, among Borrower, Guarantor, Ashland Mortgagor and Mortgagee.

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EXHIBIT A-1

ASHLAND LOAN DOCUMENTS

Rider and Supplement to Revolving Credit Loan Agreement Property Number 2 (the "Ashland Rider") dated as of February 3, 2003, executed by Borrower, Guarantor, 3815 Ashland, L.L.C., an Illinois limited liability company ("Ashland Mortgagor") and Mortgagee.

Mortgage dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311206

Collateral Assignment of Rents and Leases dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003, as Document No. 0030311207

Security Agreement dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee.

Environmental Indemnity Agreement dated as of February 10, 2003, executed by Borrower, Guarantor and Ashland Mortgagor in favor of Mortgagee.

Hypothecation Agreement dated as of February 10, 2003, executed by Ashland Mortgagor in favor of Mortgagee.

UCC Financing Statements filed against Ashland Mortgagor with the Illinois Secretary of State on March 11, 2003 as Document No. 6661580 and recorded with the Recorder of Deeds for Cook County, Illinois on March 6, 2003 as Document No. 0030311208;

Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2006, by and among Borrower, Guarantor, Shermer Mortgagor, Ashland Mortgagor and Mortgagee.

Second Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2007 among Borrower, Guarantor, Shermer Mortgagor, Ashland Mortgagor and Mortgagee.

Fourth Amendment to Revolving Credit Loan Agreement, Revolving Note, Mortgages, Collateral Assignments of Rents and Leases and Loan Documents dated as of January 31, 2009, among Borrower, Guarantor, Ashland Mortgagor and Mortgagee.

UNOFFICIAL COPY**EXHIBIT B****ASHLAND MORTGAGED PREMISES
LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32, WITH A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 462.93 FEET; THENCE NORTHEASTERLY ON CURVE CONVEX TO SOUTH EAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SECTION 32 AFORESAID; THENCE NORTH ON LAST DESCRIBED LINE 41.03 FEET TO A POINT 77.2 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 227.2 FEET, A DISTANCE OF 180.25 FEET TO POINT OF TANGENT IN A LINE PARALLEL TO AND 145 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE WEST ON LAST DESCRIBED LINE 338 FEET TO A POINT IN A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SECTION 32, AFORESAID; THENCE SOUTH ON LAST DESCRIBED LINE 130 FEET TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE 303.54 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST, WITH A RADIUS OF 192 FEET, A DISTANCE OF 273.82 FEET MORE OR LESS, TO A POINT 526.56 FEET EAST OF THE WEST LINE AND 427.5 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE A DISTANCE OF 44.89 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SAID SECTION 32, SAID POINT BEING 471.93 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTH ON LAST DESCRIBED PARALLEL LINE A DISTANCE OF 75.07 FEET MORE OR LESS TO A POINT WHICH IS 118.23 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON A

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CURVE CONVEXED TO SOUTHEAST, WITH A RADIUS OF 350 FEET, A DISTANCE OF 162.48 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 275 FEET SOUTH OF THE NORTH LINE OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, SAID POINT BEING 495.93 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ON LAST DESCRIBED PARALLEL LINE 462.93 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON LAST DESCRIBED PARALLEL LINE 127.35 FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON LAST DESCRIBED LINE A DISTANCE OF 280 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 313 FEET EAST OF THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 63 FEET TO A POINT OF CURVE; THENCE ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO NORTHWEST, WITH A RADIUS OF 208 FEET A DISTANCE OF 193.92 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SECTION 32, AFORESAID; THENCE WEST ON LAST DESCRIBED LINE A DISTANCE OF 264.05 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 (BEING THE EAST LINE OF SOUTH ASHLAND AVENUE); THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 230 FEET TO A POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THE EAST 43 FEET OF THE WEST 576 FEET OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF WEST 38TH STREET AND NORTH OF THE NORTH LINE OF WEST 39TH STREET (PERSHING ROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 303.54 FEET TO A POINT OF CURVE AND POINT OF

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BEGINNING; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 192 FEET, A DISTANCE OF 273.82 FEET MORE OR LESS, TO A POINT 526.56 FEET EAST OF THE WEST LINE AND 427.5 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE NORTHERLY ON A STRAIGHT LINE A DISTANCE OF 44.89 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS PARALLEL TO AND 533 FEET EAST OF THE WEST LINE OF SAID SECTION 32, SAID POINT BEING 471.93 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 85.23 FEET MORE OR LESS TO A POINT WHICH IS 386.68 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE SOUTHEAST, WITH A RADIUS OF 208 FEET, A DISTANCE OF 123 FEET, MORE OR LESS, TO A POINT 461.55 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND 289.6 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 43.70 FEET TO A POINT 426.23 FEET EAST OF THE WEST LINE OF SAID SECTION 32 AND 263 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE WEST ALONG A LINE 263 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32, 89.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

PARCEL 6:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32 WITH A LINE PARALLEL TO AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32; THENCE EAST ON THE LAST DESCRIBED LINE 20 FEET TO A LINE PARALLEL TO AND 596 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 484.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 262.70 FEET AN ARC DISTANCE OF 128.24 FEET TO A POINT 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32 AND 626.57 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE WEST ALONG A LINE 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, 50.57 FEET TO A LINE PARALLEL TO AND 576 FEET EAST OF THE WEST LINE OF SAID SECTION 32; THENCE SOUTH ON SAID PARALLEL LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN NOS. 17-32-300-078, 17-32-300-079, 17-32-300-080, 17-32-300-081 AND 17-32-300-184

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EXHIBIT C

AMENDMENT DOCUMENT CHECKLIST

INTENTIONALLY OMITTED FOR RECORDING PURPOSES

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