



Doc#: 1016054012 Fee: \$74.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2010 10:39 AM Pg: 1 of 19

This document prepared by
And after recording return
to:

Olivia Keating
MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

This space reserved for Recorder's use Only

THIRD AMENDMENT TO FORBEARANCE AGREEMENT

THIS THIRD AMENDMENT TO FORBEARANCE AGREEMENT (this "Amendment") is entered into effective as of March 5, 2010 ("Effective Date"), by and among 2550 Wabash Limited Partnership, an Illinois limited partnership ("Borrower"), Dwayne T. Lawrence ("Lawrence") and Matthew Lodge ("Lodge", and together with Lawrence, collectively, the "Guarantors"), CKF Projects LLC Series 2003-7, a Delaware limited liability company series ("Subordinated Lender"), and MB Financial Bank, N.A. ("Lender").

RECITALS

WHEREAS, Borrower is the owner of certain real estate (the "Premises") commonly known as 2550 South Wabash Avenue which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described in Exhibit A attached to the Original Forbearance Agreement referenced below;

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Five Million Nine Hundred Thousand Dollars (\$5,900,000.00) which has subsequently been decreased to One Million Six Hundred Forty Six Thousand Seven Hundred Dollars (\$1,646,700.00);

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender, each of which is dated as of January 29, 2007 unless otherwise stated:

(a) Note (the "Note") made by Borrower in the stated principal sum of Five Million Nine Hundred Thousand Dollars (\$5,900,000.00), with an original maturity date of January 29, 2009;

(b) Mortgage (the "Mortgage") made by Borrower to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on February 13, 2007 as Document No. 0704457173;

S y
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S ✓
M y
SC y
E ✓
INT 9



Property of Cook County Recorder's Office

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(c) Guaranty (the "Guaranty") made by Guarantors and William K. Busch ("Busch"), now a deceased individual, in favor of Lender;

(d) Guaranty of Completion (the "Completion Guaranty") made by Commguard Construction, Inc., an Illinois corporation ("Completion Guarantor") in favor of Lender;

(e) Intercreditor and Subordination Agreement (the "Intercreditor Agreement") made by Subordinated Lender in favor of Lender;

(f) Undated Uniform Commercial Code Financing Statements made by Borrower, Guarantors and Completion Guarantor, as debtors, to Lender, as secured party, which was recorded in the Recorder's Office on February 13, 2007 as Document No. 0704457177 and filed with the Illinois Secretary of State on February 9, 2007 as Document No. 11797148;

(g) Assignment of Rents and Leases (the "Assignment of Rents") made by Borrower to Lender, which was recorded in the Recorder's Office on February 13, 2007 as Document No. 0704457175;

(h) Loan Modification Agreement dated as of February 14, 2008, by and among Borrower, Lender, Guarantors, Busch, and Completion Guarantor, which was recorded in the Recorder's Office on April 2, 2008 as Document No. 0809322076, and which decreased the principal amount of the Note to \$1,646,700.00 (the "LMA"); and

(i) Second Loan Modification Agreement dated as of May 5, 2008, by and among Borrower, Lender, Guarantors, Busch, and Completion Guarantor (the "2nd LMA", and together with the Note, Mortgage, Guaranty, Completion Guaranty, Intercreditor Agreement, Assignment of Rents, LMA, and certain other documents executed in connection with the Loan, the "Loan Documents"), which modified the Note's maturity date to August 5, 2008 ("Maturity Date").

WHEREAS, 2550 Wabash GP, LLC (the "General Partner"), an Illinois limited liability company, and the Subordinated Lender entered into and are parties to those certain Articles of Limited Partnership of 2550 Wabash Limited Partnership dated April 8, 2005 (the "Partnership Agreement") creating the Borrower;

WHEREAS, the Partnership Agreement has been amended by that certain First Amendment to the Articles of Limited Partnership of 2550 Wabash Limited Partnership dated January 29, 2007 (the "First Amendment") and that certain Second Amendment to the Articles of Limited Partnership of 2550 Wabash Limited Partnership dated September 16, 2008 (the "Second Amendment") (hereinafter the term "Partnership Agreement" shall refer to the original Partnership Agreement as amended by the First Amendment and the Second Amendment);

WHEREAS, the Subordinated Lender pursuant to the Second Amendment agreed to make an additional capital contribution in the maximum amount of \$175,000 (the "Additional");

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Capital Contribution”) to the Borrower subject to the terms and conditions of the Partnership Agreement;

WHEREAS, the General Partner acknowledges and agrees that the Additional Capital Contribution by the Subordinated Lender pursuant to the Second Amendment was made for the sole and exclusive purpose of establishing the Interest Reserve (as defined in the First Forbearance Amendment referred to below) and the Real Estate Tax Reserve (as defined in the First Forbearance Amendment referred to below) with the Lender and for no other purposes;

WHEREAS, Borrower, Guarantors, Busch, Completion Guarantor, and Subordinated Lender previously acknowledged and agreed that the Note had reached maturity, and that, therefore, the Borrower, Guarantors and Busch were obligated to pay all sums constituting the Indebtedness (as defined in the Original Forbearance Agreement) owed to Lender without delay;

WHEREAS, Lender, at the request of Borrower, Guarantors, Busch, Completion Guarantor, and Subordinated Lender, agreed to enter into that certain Forbearance Agreement dated as of September 17, 2008 (the “Original Forbearance Agreement”) pursuant to which Lender agreed to forbear exercising any of its rights and remedies under the Loan Documents until the earlier of (i) August 5, 2009, or (ii) the occurrence of a Forbearance Termination Event (as defined in the Original Forbearance Agreement);

WHEREAS, upon the expiration of the original Forbearance Period, Borrower, Guarantors, and Subordinated Lender requested that Lender agree to continue to forbear from exercising any of its rights and remedies under the Loan Documents, and Lender agreed, subject to the terms and conditions set forth in that certain First Amendment to Forbearance Agreement (the “First Forbearance Amendment”) entered into between Borrower, Guarantors, Subordinated Lender and Lender and effective as of September 15, 2009 and that certain Second Amendment to Forbearance Agreement entered into between Borrower, Guarantors, Subordinated Lender and Lender and effective as of December 3, 2009 (the “Second Forbearance Amendment”);

WHEREAS, Borrower, Guarantors, and Subordinated Lender have requested that Lender agree to continue to forbear from exercising any of its rights and remedies under the Loan Documents, and Lender has agreed, subject to the terms and conditions set forth herein, and without waiving any rights or remedies of Lender under the Loan Documents or at law or equity, to continue to forbear from exercising certain of its rights and remedies against Borrower, the Guarantors, the Completion Guarantor, Subordinated Lender, and the Collateral (as defined in the Original Forbearance Agreement) arising as a result of the occurrence of the Maturity Date and the expiration of the extended Forbearance Period until the dates set forth herein; and

WHEREAS, the parties hereto have agreed to modify certain provisions contained in the Original Forbearance Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower, Lender, Guarantors, and Subordinated Lender hereby agree as follows:

1. Incorporation of Recitals. The above recitals are confirmed by the parties hereto to be true and correct in all respects and are incorporated herein by reference. Any capitalized terms not defined in this Amendment shall have the meaning set forth in the Loan Documents or the Original Forbearance Agreement (as amended), as applicable.

2. Amendments to the Original Forbearance Agreement.

(a) Section 4 of the Original Forbearance Agreement is hereby deleted in its entirety and replaced with the following:

“4. Agreement to Forbear. At the request of Borrower, Guarantors, and Subordinated Lender, and subject to the terms and conditions of this Agreement, Lender agrees to forbear (the “Forbearance”) from exercising its rights under the Loan Documents arising because of the occurrence of the Maturity Date to foreclose on the Collateral during the period (such period referred to herein as the “Forbearance Period”) beginning on the Effective Date, and ending upon the earlier to occur of: (i) September 5, 2010, or (ii) the date a Forbearance Termination Event (defined *infra*) occurs. The Forbearance does not apply to, or preclude: (i) actions by Lender, as it deems necessary in its sole discretion, to protect, ratify, confirm, perfect, or obtain any interest in property or the Collateral or the right to foreclose on the Collateral immediately following the end of the Forbearance Period, (ii) except as expressly provided otherwise in this Agreement, Lender’s exercise of its rights and remedies under the Loan Documents against Borrower, Guarantors, Completion Guarantor, Subordinated Lender, or any Collateral, or (iii) Lender’s application to the Note of all payments to Lender and all proceeds, receipts and collections of Collateral, including proceeds of Borrower’s accounts.”

(b) Section 5 (a) of the Original Forbearance Agreement is hereby deleted in its entirety and replaced with the following:

“5. Payments During the Forbearance Period.

(a) Lender anticipates that approximately \$32,000.00 in interest, calculated at the Regular Rate (as defined in the Note), will accrue during the Forbearance Period. Subordinated Lender pursuant to the terms of this Amendment has paid or will pay to Borrower \$32,000.00, which Borrower will remit to Lender by the Effective Date, for the creation of an interest reserve fund to pay interest that will accrue on the Note during the Forbearance Period (“Interest Reserve”). During the Forbearance Period, interest will accrue at the Regular Rate, and Borrower shall be required to pay any outstanding interest which cannot be paid by the Interest Reserve in the event its funds are depleted. In that event, Borrower shall be required to pay all outstanding interest which has accrued by the third business day after receipt of written notice from Lender that the Interest Reserve has been depleted.

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3. Representations and Warranties of Borrower. Borrower represents, warrants and covenants to Lender that, as of the date of, and after giving effect to, this Amendment, (a) Borrower is a limited partnership, in good standing and existence in the State of Illinois, and is authorized to conduct business in the State of Illinois; (b) Borrower has full right, power, and authority to execute, deliver and perform its obligations under the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment, and the Loan Documents without the necessity of obtaining any consents or approvals of, or the taking of any other action with respect to any third parties (or if such consents, approvals or other actions are required, the same have been accomplished prior to the date hereof); (c) the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment constitutes the valid, binding and enforceable agreement of Borrower in accordance with its terms; (d) to the best of Borrower's knowledge, no proceeding has been instituted or is pending in which any creditor of Borrower seeks to attach, sequester, or enforce any other remedies against any of the Collateral, or any part thereof, and no threat has been made by any person or entity to seek any such restraint, attachment, sequester or other remedy; and (e) Borrower has not received any written notice from any federal, state or local governmental authority regarding the compliance First Forbearance Amendment, the Second Forbearance Amendment and this Amendment or failure of the Collateral to be in compliance with any governmental statute, law, or ordinance.

4. Representation and Warranties of Subordinated Lender. Subordinated Lender represents, warrants, and covenants to Lender that, as of the date of, and after giving effect to, this Amendment, (a) Subordinated Lender is a limited liability company series, in good standing and existence in the State of Delaware, (b) Subordinated Lender has full right, power, and authority to execute, deliver and perform its obligations under this Amendment and the Loan Documents to which it is a party without the necessity of obtaining any consents or approvals of, or the taking of any other action with respect to any third parties (or if such consents, approvals or other actions are required, the same have been accomplished prior to the date hereof); and (c) the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment constitutes the valid, binding and enforceable agreement of Subordinated Lender in accordance with its terms.

5. Intentionally Omitted.

6. Representations and Warranties of Guarantors. Lawrence and Lodge each represents, warrants, and covenants to Lender that, as of the date of, and after giving effect to, this Amendment, (a) Guarantors have full right, power, and authority to execute deliver and perform their obligations under the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment, and the Loan Documents without the necessity of obtaining any consents or approvals of, or the taking of any other action with respect to any third parties (or if such consents, approvals or other actions are required, the same have been accomplished prior to the date hereof); and (b) the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment constitutes the valid, binding and enforceable agreement of Guarantors in accordance with its terms.

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7. Ratification. Borrower, Guarantors, and Subordinated Lender each (a) ratifies and confirms all provisions of the Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment; (b) ratifies and confirms that all guarantees and assurances, granted, conveyed, or assigned to Lender under the Loan Documents are not released, reduced, or otherwise adversely affected by this Amendment and continue to guarantee and assure full payment and performance of the present and future Obligations; and (c) agrees to perform such acts and duly authorize, execute, acknowledge, deliver, file, and record such additional documents and certificates as Lender may reasonably request in order to create, preserve and protect those guarantees and assurances.

8. Conditions Precedent. This Amendment shall not be effective unless and until:

(a) Lender shall have received duly executed original counterparts of this Amendment executed by Borrower, Guarantors, and Subordinated Lender;

(b) The Interest Reserve shall have been established with Lender and funded in the amount described herein;

(c) Lender shall have received an officer's certificate executed by a responsible officer of Borrower, and Subordinated Lender certifying incumbency of applicable officers authorized to execute this Amendment; and

(d) Lender shall have received any additional information or documents reasonably requested by Lender to effectuate the transactions contemplated herein.

9. Continued Effect. Except to the extent amended hereby or by any documents executed in connection herewith, all terms, provisions, and conditions of the Original Forbearance Agreement, the Loan Documents, and all documents executed in connection therewith, shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms.

10. No Waiver of Rights. Borrower, Guarantors, and Subordinated Lender each acknowledge and agree that: (i) Lender is not waiving, and has not waived, any rights or remedies of Lender under the Loan Documents, including as a result of any previous failure by Lender to exercise any right or remedy under the Loan Documents; and (ii) there are no oral agreements between Lender and Borrower, nor between the Lender and any other party regarding the Indebtedness and the Loan Documents.

11. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois and the applicable laws of the United States of America.

12. Tolling of Statute of Limitations. Borrower, Guarantors, , and Subordinated Lender each agree that any and all statutes of limitations and limitations periods applicable to the Note and the other Loan Documents, as well as statutes of limitations and limitations periods

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applicable to the rights and remedies of Lender under the Loan Documents (including, but not limited to, the right and remedy of Lender to foreclose either judicially or non-judicially the liens of and security interests created under any of the Loan Documents) are hereby renewed, tolled and extended until the later of: (i) 120 days after the expiration of the Forbearance Period, or (ii) 120 days after the day such limitations period would have expired under applicable law.

13. Survival of Representations and Warranties. The Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment (and all documents executed in connection with therewith) survive, and remain in full force and effect after termination of the Forbearance and the Forbearance Period. All representations and warranties made in the Original Forbearance Agreement, this Amendment and the Loan Documents (and all documents and instruments executed in connection therewith) survive the execution and delivery of this Amendment and the termination or expiration of the Forbearance Period.

14. Review and Construction of Documents. Borrower, Guarantors, and Subordinated Lender each hereby acknowledge, represent, and warrant to Lender that: (i) they have each had the opportunity to consult with legal counsel and have been afforded an opportunity to review and negotiate this Amendment with assistance of legal counsel, (ii) they have each reviewed this Amendment and fully understand the effects hereof and all terms and provisions contained herein, (iii) they have each executed this Amendment of their respective own free will and volition, (iv) this Amendment shall be construed as if jointly drafted by each of them and Lender, and (v) the Recitals are true and correct.

15. Counterparts. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. The parties further agree that an executed facsimile counterpart hereof shall constitute a binding agreement and be treated as an original document.

16. No Other Promises or Inducements. Borrower, Guarantors, and Subordinated Lender each acknowledge and agree that no promises or inducements have been made by Lender to any of them to cause any of them to enter into this Amendment, other than the agreements, covenants and representations set forth in this Amendment.

17. Entire Agreement; Amendment. The Original Forbearance Agreement, as amended by First Forbearance Amendment, the Second Forbearance Amendment and this Amendment, and the Loan Documents embody the final, entire agreement between the parties hereto regarding the specific subject matter of this Amendment and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter thereof. The Original Forbearance Agreement, as amended by the First Forbearance Amendment, the Second Forbearance Amendment and this Amendment, and the Loan Documents may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. The provisions of this Amendment may be amended or waived only by an instrument in writing signed by all parties hereto.

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18. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. RELEASE. BORROWER, GUARANTORS, SUBORDINATED LENDER, AND ANY OTHER OBLIGOR UNDER THE INDEBTEDNESS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "BORROWER PARTIES"), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT AND FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS LENDER AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS AND PROPERTIES, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY THE "LENDER PARTIES"), OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, DEBTS, LIENS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHETHER AT LAW, BY STATUTE OR IN EQUITY, IN CONTRACT OR IN TORT, UNDER STATE OR FEDERAL JURISDICTION, AND WHETHER OR NOT THE ECONOMIC EFFECTS OF SUCH ALLEGED MATTERS ARISE OR ARE DISCOVERED IN THE FUTURE (COLLECTIVELY, THE "CLAIMS"), WHICH THE BORROWER PARTIES HAVE AS OF THE EFFECTIVE DATE OR MAY CLAIM TO HAVE AGAINST THE LENDER PARTIES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR WITH RESPECT TO ANY AND ALL TRANSACTIONS RELATING TO THE LOANS DESCRIBED HEREIN OR THE LOAN DOCUMENTS OCCURRING ON OR BEFORE THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO, ANY LOSS, COST OR DAMAGE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR IN ANY WAY RESULTING FROM THE ACTS, ACTIONS OR OMISSIONS OF THE LENDER PARTIES OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE FOREGOING RELEASE IS INTENDED TO BE, AND IS, A FULL, COMPLETE AND GENERAL RELEASE IN FAVOR OF THE LENDER PARTIES WITH RESPECT TO ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND OTHER MATTERS DESCRIBED THEREIN, OR ANY OTHER THEORY, CAUSE OF ACTION, OCCURRENCE, MATTER OR THING WHICH MIGHT RESULT IN LIABILITY UPON THE LENDER PARTIES ARISING OR OCCURRING ON OR BEFORE THE EFFECTIVE DATE. THE BORROWER PARTIES UNDERSTAND AND AGREE THAT THE FOREGOING GENERAL

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RELEASE IS IN CONSIDERATION FOR THE AGREEMENTS OF LENDER CONTAINED HEREIN AND THAT THEY WILL RECEIVE NO FURTHER CONSIDERATION FOR SUCH RELEASE. FURTHERMORE, EACH OF THE BORROWER PARTIES REPRESENTS AND WARRANTS TO LENDER THAT SHE, HE OR IT: (I) READ THIS AMENDMENT, INCLUDING WITHOUT LIMITATION, THE RELEASE SET FORTH IN THIS SECTION (THE "RELEASE PROVISION"), AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS HEREOF, AND (II) EXECUTES THIS AMENDMENT VOLUNTARILY WITH FULL KNOWLEDGE OF THE SIGNIFICANCE OF THIS AMENDMENT AND THE RELEASES CONTAINED HEREIN AND EXECUTION HEREOF. THE BORROWER PARTIES AGREE TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED, OR MISUNDERSTOOD CLAIMS THAT ARE RELEASED BY THIS RELEASE.

21. Time is of the Essence. Time is of the essence with respect to all dates, time periods and any time for performance set forth herein.


22. NOTICE. THE ORIGINAL FORBEARANCE AGREEMENT, AS AMENDED BY THE FIRST FORBEARANCE AMENDMENT, THE SECOND FORBEARANCE AMENDMENT AND THIS AMENDMENT, THE LOAN DOCUMENTS, AND THE INSTRUMENTS DESCRIBED THEREIN OR EXECUTED PURSUANT TO THIS AMENDMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SPECIFIC SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[Signature Page Follows]

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IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Amendment to be effective as of the date first above written.

MB FINANCIAL BANK, N.A.

By: 
Name: Robert J. Hansen
Its: Senior Vice President

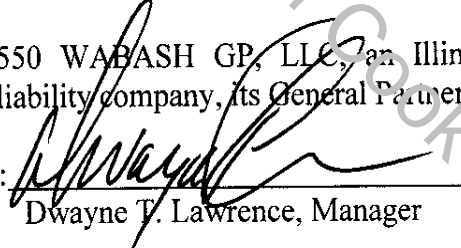
CRF PROJECTS LLC SERIES 2003-7,
a Delaware limited liability company

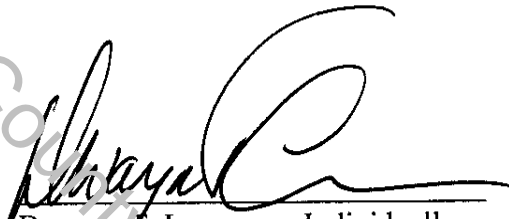
By: COMMUNITY REINVESTMENT
FUND, INC., an Illinois not-for-profit
corporation, its sole manager

By: _____
Nicholas J. Shapiro, President

2550 WABASH LIMITED PARTNERSHIP,
an Illinois limited partnership

By: 2550 WABASH GP, LLC, an Illinois
limited liability company, its General Partner

By: 
Dwayne T. Lawrence, Manager


Dwayne T. Lawrence, Individually

Matthew Lodge, Individually

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IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Amendment to be effective as of the date first above written.

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Its: _____

**CRF PROJECTS LLC SERIES 2003-7,
a Delaware limited liability company**

By: **COMMUNITY REINVESTMENT
FUND, INC.**, an Illinois not-for-profit
corporation, its sole manager

By: _____
Nicholas J. Shapiro, President

**2550 WABASH LIMITED PARTNERSHIP,
an Illinois limited partnership**

By: **2550 WABASH GP, LLC**, an Illinois
limited liability company, its General Partner

By: _____
Dwayne T. Lawrence, Manager

Dwayne T. Lawrence, Individually



Matthew Lodge, Individually

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MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Its: _____

CRF PROJECTS LLC SERIES 2003-7,
a Delaware limited liability company

By: COMMUNITY REINVESTMENT
FUND, INC., an Illinois not-for-profit
corporation, its sole manager

By: Tami L. Wielgus
Nicholas J. Shapiro, President
Tami L. Wielgus, Treasurer

2550 WABASH LIMITED PARTNERSHIP,
an Illinois limited partnership

By: 2550 WABASH GP, LLC, an Illinois
limited liability company, its General Partner

By: _____
Dwayne T. Lawrence, Manager

Dwayne T. Lawrence, Individually

Matthew Lodge, Individually

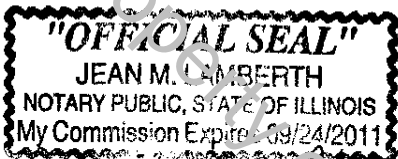
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STATE OF Illinois)
)
) .ss
COUNTY OF COOK)

I Jean M. Lambert, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Hanigan Sr. Vice President of MB Financial Bank, N.A., a national banking association, is 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 acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of April, 2010.



Jean M. Lambert
Notary Public

My Commission Expires: 9/24/2011

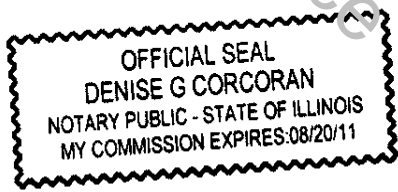
STATE OF Illinois)
)
) .ss
COUNTY OF Cook)

I HEREBY CERTIFY that Tami L. Wielous, the TREASURER of Community Reinvestment Fund, Inc., Manager of CRF Projects LLC Series 2003 - 7, to me known to be the same person who signed the foregoing instrument as his free act and deed of said company.

GIVEN under my hand and Notarial Seal this 31st day of March, 2010.

Denise G. Corcoran
Notary Public

My Commission Expires: Aug. 20, 2011

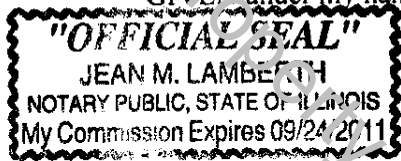


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STATE OF Illinois)
) .ss
COUNTY OF COOK)

I Jean M. Lambert a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert H. Hagan Sr. Vice President of MB Financial Bank, N.A., a national banking association, is 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 acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of April, 2010.



Jean M. Lambert
Notary Public

My Commission Expires: 9/24/2011

STATE OF Illinois)
) .ss
COUNTY OF Cook)

I HEREBY CERTIFY that Tami L. Wielgus, the TREASURER of Community Reinvestment Fund, Inc., Manager of CRF Projects LLC Series 2003 - 7, to me known to be the same person who signed the foregoing instrument as his free act and deed of said company.

GIVEN under my hand and Notarial Seal this 31st day of MARCH, 2010.

Denise G. Corcoran
Notary Public

My Commission Expires: Aug. 20, 2011

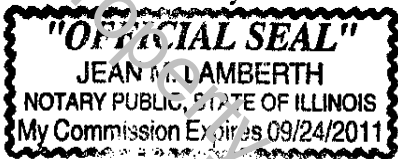


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STATE OF Illinois)
) .ss
COUNTY OF COOK)

I Jean M. Lambert a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Haican, Sr. Vice President of MB Financial Bank, N.A., a national banking association, is 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 acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of April, 2010.



Jean M. Lambert
Notary Public

My Commission Expires: 9/24/2011

STATE OF Illinois)
) .ss
COUNTY OF Cook)

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Denise G. Corcoran
Notary Public

My Commission Expires: Aug. 20, 2011



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STATE OF IL)
)
COUNTY OF COOK) .ss
)

I HEREBY CERTIFY that Dwayne T. Lawrence the Manager of 2550 Wabash GP, LLC, the general partner of 2550 Wabash Limited Partnership, to me known to be the same person who signed the foregoing instrument as his free act and deed of said company.

GIVEN under my hand and Notarial Seal this 20th day of April, 2010.

Yolanda Rhone
Notary Public

My Commission Expires: June 10, 2013

"OFFICIAL SEAL"
Yolanda Rhone
Notary Public, State of Illinois
Cook County
My Commission Expires June 10, 2013

STATE OF IL)
)
COUNTY OF COOK) .ss
)

I Yolanda Rhone, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dwayne T. Lawrence is 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 acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of April, 2010.

Yolanda Rhone
Notary Public

My Commission Expires: June 10, 2013

"OFFICIAL SEAL"
Yolanda Rhone
Notary Public, State of Illinois
Cook County
My Commission Expires June 10, 2013

UNOFFICIAL COPY

STATE OF _____)
) .ss
COUNTY OF _____)

I HEREBY CERTIFY that _____, the _____ of 2550 Wabash GP, LLC, the general partner of 2550 Wabash Limited Partnership, to me known to be the same person who signed the foregoing instrument as his free act and deed of said company.

GIVEN under my hand and Notarial Seal this ___ day of _____, 2010.

Notary Public

My Commission Expires: _____

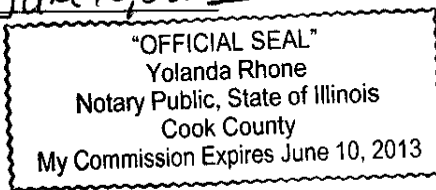
STATE OF IL)
) .ss
COUNTY OF COOK)

I Yolanda Rhone, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dwayne T. Lawrence, is 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 acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of APRIL, 2010.

Yolanda Rhone
Notary Public

My Commission Expires: June 10, 2013



UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

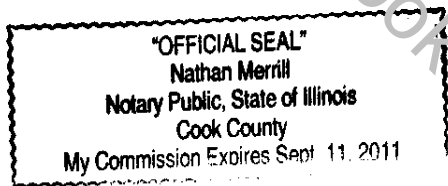
I NATHAN MERRILL a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Lodge, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of MAY, 2010.



Notary Public

My Commission Expires: 9/11/11



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A-1

LEGAL DESCRIPTION

Lots 6, 7, 8 and 9 in Assessor's Division of Block 73 of the Canal Trustees' Subdivision of the West ½ of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Address of Property: 2550 South Wabash Avenue
Chicago, IL 60616

Permanent Index No. 17-27-122-021-0000

Property of Cook County Clerk's Office