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This instrument prepared by
and, after recording, please
return to:

Doc#: 1104648000 Fee: \$70.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2011 08:23 AM Pg: 1 of 17

Allen C. Balk
Meltzer Purtil & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

08-00841

Permanent Real Estate Tax Nos.:
See **Exhibit A** attached

Street Address: ^{N. 1621 W.} 1200 Ashland, ~~1600~~ Division
Chicago, Cook County, Illinois

FIRST MODIFICATION TO LOAN DOCUMENTS

THIS FIRST MODIFICATION TO LOAN DOCUMENTS (this "Amendment") is effective as of October 10, 2010 but is dated as of December 23, 2010, by and among **1200 ASHLAND, LLC**, an Illinois limited liability company ("Ashland Borrower"), **1600 DIVISION, LLC**, an Illinois limited liability company ("Division Borrower") and **KOMO NC4000, LLC**, an Illinois limited liability company ("KOMO Borrower", and together with Ashland Borrower and Division Borrower, separately and collectively as the context may require, "Borrower"), **ROBERT D. MOSKY**, individually ("Mosky") and **WOJCIECH A. KOCEMBA**, individually ("Kocemba", and together with Mosky, jointly and severally as the context may require "Guarantor"), and **GENEVA LEASING ASSOCIATES, INC.**, an Illinois corporation, its participants, successors and assigns ("Lender").



RECITALS:

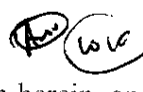

A. Borrower, each Guarantor and Lender entered into a certain Construction Loan Agreement dated April 10, 2008 ("Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), pursuant to which Lender agreed to loan to Borrower not more than Twenty-Four Million Six Hundred Thousand and No/100 Dollars (\$24,600,000.00) ("Loan") in order to (a) refinance an existing indebtedness on property located at the Northwest Corner of Division Street and Ashland Avenue in Chicago, Cook County, Illinois ("Property") as legally described in **Exhibit A** attached thereto, and (b) finance the development of the Property and the construction of a four (4) story mixed use building on the Property.

B. The Loan is evidenced by a certain Note dated April 10, 2008 in the principal amount of \$24,600,000.00 ("Note"), made payable by Borrower to the order of Lender.

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C. The Note is secured by, among other things (i) that certain Mortgage and Security Agreement dated April 10, 2008 and recorded by the Cook County Recorder of Deeds on April 18, 2008, as Document No. 0810954051 ("Mortgage") which Mortgage encumbers the Property, (ii) that certain Assignment of Rents and Leases dated April 10, 2008 and recorded by the Cook County Recorder of Deeds on April 18, 2008, as Document No. 0810954052 ("Assignment of Rents"), (iii) that certain Assignment of Plans, Specifications, Developer's Rights, Construction and Service Contracts, that certain Assignment and Pledge of Operating/Earnest Money Accounts, that certain Assignment of Sales Contracts, each dated April 10, 2008 (the "Assignments") made by Borrower to and for the benefit of Lender, and (iii) that certain Environmental Indemnity Agreement dated April 10, 2008 (the "Indemnity Agreement") made by Borrower and Guarantors to and for the benefit of Lender. The repayment of the Loan and the performance of all of the Borrower's obligations is guaranteed by the Guarantor pursuant to the Guaranty dated April 10, 2008 (the "Guaranty") from Guarantor to Lender. The Loan Agreement, the Note, the Mortgage, the Assignments, the Indemnity, the Guaranty and any other document executed in connection with the Loan are hereinafter collectively referred to as the "Loan Documents".

D. ~~Guarantor set blank~~  

E. Borrower and Guarantor have now requested that the Loan be amended in order to (i) extend the Maturity Date from October 10, 2010 to October 10, 2011, (ii) establish a lockbox and deposit account at Republic Bank of Chicago for rental income and other tenant deposits and (iii) create a reserve for interest expense and ~~Loan Expenses~~.  

F. Lender has agreed to the requested amendment as set forth herein, and to amend the Loan Documents upon the terms, and subject to the conditions, contained in this Agreement, and Borrower and Guarantor have agreed to execute and deliver this Agreement and such other documents and instruments as shall be reasonably required by Lender.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Borrower, each Guarantor and Lender hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein and made a part hereof. Except as otherwise expressly indicated, all capitalized terms used herein or in any of the Recitals shall have the same meanings as ascribed to them in the Loan Agreement.

2. **Confirmation.** Borrower and each Guarantor hereby confirms and certifies to Lender that each representation and warranty contained in the Loan Agreement, as amended hereby, is true, complete and correct in all respects as of the date hereof.

3. **Extension of Maturity Date.** The Maturity Date is hereby extended from October 10, 2010, to October 10, 2011, or such earlier date when all indebtedness under the Loan shall be due and payable. Any reference in the Loan Agreement, the Note, the Mortgage, or any of the other Loan Documents to the Maturity Date shall mean and refer to October 10, 2011. Borrower shall not be entitled to any further extension option. Any reference in the Loan Agreement, the Notes, the Mortgage, the Assignment of Rents or any of the other Loan

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Documents (each as amended from time to time) to an "Extension Option" or "Extension Period" are null and void.

4. Lockbox – Deposit Account Agreement.

(a) As a condition precedent to the agreements contained herein, Borrower agrees to enter into a certain Lockbox-Deposit Account Agreement effective of even date herewith between Borrower and Lender, which shall be in form and substance reasonably satisfactory to the Lender (the "Lockbox and Deposit Account Agreement"). The Lockbox and Deposit Account Agreement shall require, among other things, that (i) the Tenant deposit all rental payments directly in the Lockbox and (ii) Lender approve the payment of all ~~O~~ ^{Ass} Operating Expenses at the Property. WIC
RAM

(b) Borrower hereby authorizes Lender to insert the account number for the "Deposit Account" (as defined in the Lockbox and Deposit Account Agreement) in Section 2 of the Lockbox and Deposit Account Agreement on the date which is not more than thirty (30) days after the date hereof.

(c) Borrower shall comply with the terms of any additional cash management or similar agreement required by Republic Bank Chicago, in providing Lockbox, Deposit Account, or other remittance services.

5. Reserve Account.

(a) As of October 10, 2010, the Interest Reserve has \$184,491.36 remaining. The Borrower and Guarantors acknowledge and agree that the Interest Reserve will be depleted and is not being replenished, and after depletion, interest shall be paid by Borrower and Guarantor from sources other than Loan Proceeds. in the ordinary course
of business. and
WIC
RAM

(b) By no later than January 31, 2011, Borrower and Guarantor shall deposit an additional \$250,000.00 in immediately available funds into a reserve account to be held at Republic Bank of Chicago (the "Reserve Account"). or as soon as the refund
is received. WIC
RAM

(c) Borrower and Guarantor hereby direct and authorize Lender to disburse payments to itself from the Reserve Account on the date payments are due under the terms of the Note, for interest, fees, or other Loan Expenses. Upon the occurrence of an Event of Default, the Lender may use and apply any of the Reserve Account to cure such Event of Default in the manner set forth in any of the Loan Documents.

6. Exit Fee. Notwithstanding anything to the contrary contained in the Loan Documents, Borrower shall pay to Lender an exit fee equal to one percent (1.00%) of the principal balance of the Loan ("Exit Fee") upon the earlier of i) the Maturity Date or ii) the date of any prepayment of the Loan. At the option of the Lender, Borrower shall pay to Lender, upon the transfer, conveyance, sale or assignment of any portion of the Property, the admission of a new member of the Borrower, any transfer of interests in the Borrower, or in connection with any prepayment of the Indebtedness (as defined in the Mortgage), two percent (2.00%) of the

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cash or other consideration paid in connection with a such transaction until the Exit Fee is paid in full.

7. **Extension Fee.** As a condition of this Amendment, Borrower shall pay to Lender an "Extension Fee" in the amount of \$10,000.00 due and payable upon the ~~execution of this Amendment.~~ *findings of the Reserve account.*

8. **Amendment of Mortgage.** The Mortgage is hereby amended to secure the Amended Note and the Loan as amended hereby. Any references in the Loan Documents to the Mortgage shall be deemed to mean and refer to the Mortgage, as amended hereby. Borrower and Guarantor each agree that Lender shall have the right to record this Amendment to reflect the subject matters of this Amendment. *WV*
PSM

9. **Other Conforming Amendments.** The Mortgage, the Assignments, the Environmental Indemnity, the Guaranty, and the other Loan Documents all as amended by this Amendment, as the case may be, are hereby amended to reflect (i) the change of the Maturity Date, and (ii) the new amount of the Loan. All requirements, conditions and obligations under any of the Loan Agreement, Amended Note, Mortgage, as amended, and other Loan Documents, as amended, shall apply, govern and control the repayment of the Loan as amended hereby.

10. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Lawyers Title Insurance Company to issue a date down endorsement to Lender's title insurance policy No. 08-00841, as of the date this Amendment is recorded, which (i) reflects the recording of this Amendment; (ii) extends the effective date of the Loan Policy to the date of recording of this Amendment, (iii) reflects the reduced Loan amount (iv) insures for all amounts disbursed under the Loan through the date of recording this Amendment, and (v) raises no exceptions or other matters to title which are objectionable to Lender.

11. **Reaffirmation of Guaranty.** Each Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of each Guarantor in the Guaranty are, as of the date hereof, true and correct and no Guarantor knows of any default thereunder. The Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty. All waivers set forth in the Guaranty are hereby incorporated herein by this reference.

12. **Additional Requirements.** The obligation of Lender to amend the Loan as set forth herein shall be subject to Borrower, each Guarantor and others having delivered, or having caused to be delivered to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This First Amendment executed by Borrower, each Guarantor and Lender;

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(b) Certified Resolutions of the Manager of Borrower, and any other required action in connection with the amendment of the Loan, the execution and delivery of the documents herein required, and the performance of the Loan, as amended;

(c) Federal Tax Return for 2009 and Amended Federal Tax Return(s) from prior years from each Guarantor; and

(d) Such other items as Lender may require.

13. Loan Expenses. In addition to the Loan Expenses (as such term is defined in the Loan Agreement), Borrower agree to pay all expenses, charges, costs and fees hereby relating to the amendment of the Loan as amended hereby, including Lender's reasonable attorney's fees in connection with the negotiation and documentation of the agreements contained in this Amendment, and other supporting documents, all recording fees and charges, if any, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this Amendment, and other documents (collectively, the "Additional Loan Expenses"). In addition, as a condition of this Agreement, Borrower shall pay to Lender the Extension Fee upon the execution of this Amendment.

14. Representations and Warranties. Borrower and each Guarantor represents and warrants to Lender that: (i) each has full power and authority to execute and deliver this Amendment, and other documents, where applicable, and to perform their respective obligations hereunder and thereunder; (ii) upon the execution and delivery of this Amendment, and other Loan Documents, each as amended hereby, shall be valid, binding and enforceable upon Borrower and each Guarantor as the case may be, in accordance with its terms; (iii) execution and delivery of this Amendment, and other documents, as the case may be, does not and will not contravene, conflict with, violate or constitute a default under any agreement or any applicable law, rule, regulation, judgment, decree or order, or any agreement, indenture or instrument to which Borrower or any Guarantor is bound or which is binding upon or applicable to the Property, or any portion thereof; (iv) no default or event or condition which would become a default with the giving of notice and/or the passage of time, exists under the Loan Documents, as amended by this Amendment; (v) there is not any condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending, or to the best of their knowledge threatened, affecting Borrower, any Guarantor or the Property, or which would prevent Borrower and any Guarantor from complying with or performing his or its respective obligations under the Loan Documents, as amended by this Amendment, within the time limits set forth therein for such compliance or performance, and the undersigned knows of no basis for any such matter.

15. Bankruptcy Provisions. Borrower and each Guarantor hereby acknowledge and agree that, if a petition under any section, chapter or provision of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower or any Guarantor, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they

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shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower or any Guarantor seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower or such Guarantor shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower or any Guarantor by a third party, Borrower or such Guarantor shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

16. Waiver of Defenses. As of the date of this Agreement, each Borrower and each Guarantor acknowledge that they have no defense, offset, or counterclaim to any of Borrower or any Guarantor's obligations under the Loan Documents. Each Borrower and each Guarantor hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, any Guarantor, and the Lender.

17. Release of Claims. Each Borrower and each Guarantor hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which each Borrower or any Guarantor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.

18. Covenant Not to Sue. Each Borrower and each Guarantor covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the matters released herein.

19. No Course of Dealing. Each Borrower and each Guarantor acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

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20. **No Joint Venture.** Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

21. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against each Borrower or any Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that each Borrower, each Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and each Borrower, each Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

22. **Entire Agreement.** Each Borrower, each Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of each Borrower, each Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

23. **Construction of Agreement.** Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. Each Borrower, each Guarantor and their respective legal counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

24. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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25. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

27. **Time of the Essence.** Time is of the essence of each of each Borrower and each Guarantor's obligations under this Agreement.

28. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

29. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

30. **VENUE.** TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, EACH BORROWER AND EACH GUARANTOR IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. EACH BORROWER AND EACH GUARANTOR EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR MORTGAGE.

31. **WAIVER OF JURY TRIAL.** EACH BORROWER AND EACH GUARANTOR IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

[Signature page to follow]

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This Amendment has been entered into as of the date first above written.

BORROWER:

1600 DIVISION, LLC, an Illinois limited liability company

By: 1624 DIVISION, LLC, an Illinois limited liability company, Manager

By: Robert Mosky
Name: _____
Its: MGR

1200 ASHLAND, LLC, an Illinois limited liability company

By: Robert Mosky
Name: _____
Its: MGR

KOMO NC1000, LLC, an Illinois limited liability company

By: Robert Mosky
Name: _____
Its: MGR

GUARANTOR:

By: _____
Robert D. Mosky, personally and individually

By: Wojciech A. Kocemba
Wojciech A. Kocemba, personally and individually

LENDER:

GENEVA LEASING ASSOCIATES, INC., an Illinois corporation

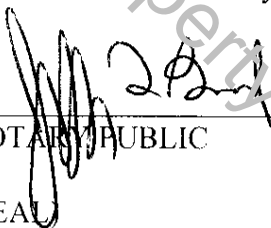
By: A. Wayne Massey
A. Wayne Massey, President

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Masly, as Manager of 1200 ASHLAND, LLC, an Illinois limited liability company ("Ashland Borrower"), who 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 thee signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of December, 2010.



NOTARY PUBLIC
(SEAL)



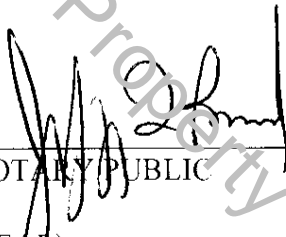
My commission expires: _____

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STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert D. Mosky, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this December 28, 2010.



 NOTARY PUBLIC
 (SEAL)



My commission expires: _____

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

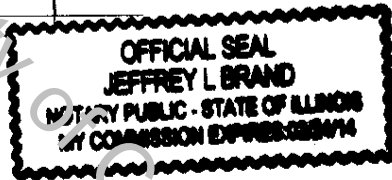
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wojceich A. Kocemba, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this December 22, 2010.



NOTARY PUBLIC

(SEAL)



My commission expires: _____

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STATE OF ILLINOIS)
 DuPage) SS:
COUNTY OF ~~COOK~~ ^e)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that A. Wayne Massey, the President of Geneva Leasing Associates, Inc., an Illinois corporation ("Lender"), and who 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 the said instrument as his own free and voluntary act and the free and voluntary act of the Lender, for the uses and purposes therein set forth.

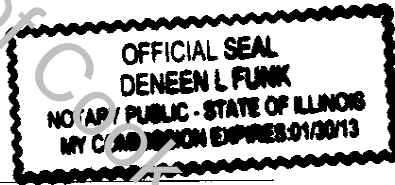
GIVEN under my hand and notarial seal, this 22nd day of December, 2010.

Deneen L. Funk

NOTARY PUBLIC

(SEAL)

My commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

P.I.N. Nos.: 17-06-235-077, 090, 091, 092, 093, 116 and
17-06-235-130-1002, -1003, -1006, and -1007.

PARCEL 1:

LOTS 1, 2, 3, 4 AND 38 IN FISH'S SUBDIVISION OF LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO,

LOT 1 IN HENRY FELZ' RESUBDIVISION OF LOTS 35, 36 AND 37 IN J.P. FISH'S SUBDIVISION OF LOTS 1 AND 2 OF ASSESSOR'S DIVISION IN THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TRACT NO. 1: LOTS 25, 26, 27, 28, 29 AND 30 IN J.P. FISH'S SUBDIVISION OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT NO. 2: THE SOUTHEASTERLY 20 FEET OF THAT PART OF THE NORTHEASTERLY AND SOUTHWESTERLY VACATED 30 FOOT ALLEY OR COURT LYING NORTHWESTERLY OF AND ADJACENT TO SAID LOTS 25 TO 30 IN J.P. FISH'S SUBDIVISION OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT NO. 3: THE EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOTS 28, 29 AND 30 (EXCEPT THE SOUTH 8.0 FEET OF THAT PART OF SAID VACATED ALLEY LYING NORTH OF AND ADJACENT TO LOTS 2 AND 3) IN FELZ' RESUBDIVISION OF LOTS 35, 36, AND 37 IN J.P. FISH'S SUBDIVISION OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

UNITS C-1, C-2, C-5 AND C-6 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5, 6, 7, 8, AND LOT 9 (EXCEPTING THEREFROM THAT PART THEREOF LYING EAST OF A LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6) IN FISH'S SUBDIVISION OF LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE

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DECLARATION OF CONDOMINIUM OWNERSHIP, RECORDED MAY 16, 2007 AS DOCUMENT NUMBER 0713615163, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 11, 14, 15, 18, 19, 22, 23, 26 AND 27 IN J. E. THOMPSON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTHERLY ALONG AN EASTERLY LINE OF LOT 11, A DISTANCE OF 11.30 FEET TO A CORNER OF SAID LOT 11; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 11, 14, 15, 18, 19, 22, 23, 26 AND 27, A DISTANCE OF 186.50 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 11, A DISTANCE OF 72.00 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOTS 11, 14, 15, 18, 19, 22, 23, 26 AND 27, A DISTANCE OF 194.50 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 11; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF LOT 11, A DISTANCE OF 64.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHWESTERLY 10 FEET OF THAT PART OF THE NORTHEASTERLY AND SOUTHWESTERLY VACATED 30 FOOT ALLEY OR COURT LYING NORTHWESTERLY OF AND ADJACENT TO SAID LOTS 25 TO 30 IN J.P. FISH'S SUBDIVISION OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.