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#### WHEN RECORDED MAIL TO

MB Financial Bank N.A.
6111 N. River Road
Rosemont, IL 60018
Loan Documentation – 9th floor
Attn: Tricia Weber



Doc#: 1224213029 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/29/2012 11:14 AM Pg: 1 of 4

# FIFTH AMENUMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS FIFTH AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment"), is made the as of the 15th day of June, 2012, by and between 850 INVESTORS, LLC, a Delaware limited liability company (together, "Borrower"), and MB FINANCIAL BANK, N.A., a national banking association ("Lender").

### WUTNESSETH:

WHEREAS, Borrower has executed, that certain Mortgage, Assignment of Rents and Security Agreement for the benefit of Lender (the "Mortgage"), against the property described in Exhibit A attached hereto, which Mortgage was originally recorded with the Cook County, Illinois Recorder's Office on February 1, 2008 as Document Number 0803217039; and

WHEREAS, Borrower and Lender have agreed to execute this Amendment in order to reflect changes relating to the Loan Agreement (as defined in the Mortgage); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender have agreed to arrend the Mortgage, as follows:

1. The second recital is hereby amended and restated in its entirety as follows.

WHEREAS, Borrower was indebted to Lender in the original principal sum of Twenty-Six Million Six Hundred Fifty Thousand and no/100 Dollars (\$26,650,000.00) which indebtedness is evidenced by Borrower's Variable Rate Mortgage Note dated of even date herewith (herein "Note"), providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and S payable on December 15, 2012 (the "Maturity Date") as provided for in that certain Loan Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") by and between Borrower and Lender, as of June 15, 2012, S the outstanding principal balance of the loan evidenced by the Note is \$20,550,000.00;

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- 2. Interest Rate. As set forth in the Loan Agreement, amounts owing by Borrower to the Lender pursuant to the Note shall bear interest at a rate equal to the greater of (i) Five and one-half percent (5.50%), and (ii) the LIBOR Rate plus Three and one-half percent (3.50%) per Libor Rate is defined in the Loan Agreement as the following: "a rate of interest equal to (a) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to one (1) month are offered in the London Interbank Eurodollar market at 11:00 A.M. (London time) two (2) Business Days prior to the commencement of such Interest Period (or three (3) Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the Bloomberg Financial Markets system (or other authoritative source selected by the Lender in its sole discretion) or, if the Bloomberg Financial Markets system or another authoritative source is not available, as the LIBOR Rate is otherwise determined by the Lender in its sole and absolute discretion, divided by (b) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D), such rate to remain fixed for such Interest Period The Lender's determination of the LIBOR Rate shall be conclusive, absent manifest error."
- ent. Except as a nged. Capitalized term e Mortgage.

  [SIGNATURE PACE FOLLOWS] No Further Amendment. Except as amended hereby, the Mortgage shall remain in full force and effect and unchanged. Capitalized terms otherwise undefined shall have the same definition as such terms in the Mortgage.

1224213029 Page: 3 of 4

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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

> 850 INVESTORS LLC, a Delaware limited liability company

By:

Integrated Investors 850 LLC, a Delaware limited liability company, its managing member

By:

P4 Development LLC, a Delaware limited liability company, its

managen

w K Phillips, its manager

STATE OF ILLINOIS

COUNTY OF COOK

Stock Of Cotting I, the undersigned, a Notary Public in and for solid County, in the State aforesaid, DO HEREBY CERTIFY that Matthew K. Phillips, the manager of P4 Development LLC, the manager of Integrated Investors 850 LLC, the managing member of 850 Investors ILC (the "Company"), personally known to me to be the same person whose name is subscribed to the roregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instruments as his free and voluntary act, and on behalf of the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of June, 2012.

Notary Public

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My Commission expires: August 20, 2014

OFFICIAL SEAL **DENISE WILLIAMS NOTARY PUBLIC, STATE OF ILLINOIS** ly Commission Expires August 20, 2014

1224213029 Page: 4 of 4

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#### Exhibit A

#### Property Description

THAT PART OF LOTS 48 AND 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS "B" AND "C" IN THE SUBDIVISION OF LOTS 43, 44, 45, 46 AND 47 IN LAKE SUBDIVISION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT "B" AFORESAID, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF E. CHESTNUT STREET AND THE WESTERLY LINE OF N. LAKE SHORE DRIVE;

THENCE WEST ALONG SAID SOUTH LINE OF E. CHESTNUT ST. 228.15 FEET TO ITS INTERSECTION WITH THE LORTHERLY EXTENSION OF THE WEST FACE OF A 6 STORY BUILDING;

THENCE SOUTH ALONG SAID WEST FACE AT AN ANGLE OF 90 DEGREES 01 MINUTES 40 SECONDS TO THE RIGHT FROM SAID SOUTH LINE OF E. CHESTNUT ST., 107.24 FEET TO THE SOUTH LINE OF SAJD LOTS 48 AND "C";

THENCE EAST ALONG THE SOUTH LINE OF LC 73 48 AND "C", 161.69 FEET TO THE NORTHWEST CORNER OF LOT 98 AFORESAID;

THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 98, AT AN ANGLE OF 108 DEGREES 01 MINUTES 45 SECONDS TO THE LEFT FROM SAME SOUTH LINE OF LOT "C", 38.14 FEET TO A LINE 71.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 98 AFORESAID;

THENCE EAST ALONG SAID PARALLEL LINE, 122.04 FEET TO THE EASTERLY LINE OF SAID LOT 98, BEING ALSO THE WESTERLY LINE OF N. LAKE SHORE DRIVE;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LAKE SHORE DRIVE, 158.50 FEET TO THE POINT OF BEGINNING.

ADDRESS: 850 North Lake Shore Drive, Chicago, Illinois

Tax Identification No.: 17-03-228-004-0000; 17-03-228-005-0000; 17-03-228-016-0000; and 17-03-228-027-8001