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Doc#: 1308539065 Fee: \$74.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2013 01:06 PM Pg: 1 of 19

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MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 1st day of December, 2012, by and among **GREENWOOD PROPERTY II, LLC**, an Illinois limited liability company, **PATTERSON I, LLC**, an Illinois limited liability company, **DELAWARE III, LLC**, an Illinois limited liability company, **WILMETTE I, LLC**, an Illinois limited liability company and **HINMAN V, LLC**, an Illinois limited liability company (collectively, "Borrower"), **DONAL P. BARRY, SR., DONAL P. BARRY, SR. DECLARATION OF TRUST DATED JUNE 27, 2000, DONAL P. BARRY, JR., DONAL P. BARRY, JR. DECLARATION OF TRUST DATED MAY 29, 2002, SEAN T. BARRY, SEAN T. BARRY TRUST DATED JANUARY 13, 2000, JAMES W. PURCELL, JAMES W. PURCELL TRUST DATED DECEMBER 8, 2004, MARGARET H. BARRY AND MARGARET H. BARRY DECLARATION OF TRUST DATED JUNE 27, 2000** (collectively, "Guarantor") and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Forty Million and no/100 Dollars (\$40,000,000.00) as evidenced by a Promissory Note dated December 20, 2007, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

This document prepared by and after recording return to:

Michael S. Kurtzon, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, Illinois 60606

Permanent Index Numbers:

See Exhibit A Attached Hereto

Address of Property:

See Exhibit A Attached Hereto

File #'s: 330409A
330413A
330414A
330430A
326165A

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B. The Loan is secured by a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 20, 2007 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 31, 2007, as Document No. 073650327 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases and Rents dated December 20, 2007, from Borrower to Lender and recorded in the Recorder's Office on December 31, 2007, as Document No. 073650328 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated December 20, 2007 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty dated December 20, 2007 from Guarantor to Lender (the "Guaranty").

D. Borrower desires to amend the Loan Documents in order to extend the maturity date of the Note to April 15, 2013.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended to April 15, 2013. Any reference in the Note, the Mortgage or any other Loan Document to the Maturity Date shall mean April 15, 2013.
2. **Mortgage.** The following provision is added to the Mortgage as Section 11.15:

“11.15 **Interest Rate.** The Note bears interest at the rate of five percent (5.0%) per annum. Payments not made when due on the Note bear interest at a “Default Rate” of ten percent (10%) per annum. In addition, the Lender may charge a late fee in the amount of five percent (5.0%) of any installment of principal or interest not paid within ten (10) days of the date when due.”
3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:
 - (a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.
 - (b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any

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event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

4. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. _____ (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

5. **Reaffirmation of Guaranty.** 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 Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

6. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, 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.

(c) 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 Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, 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 Borrower, 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.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) 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.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

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8. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

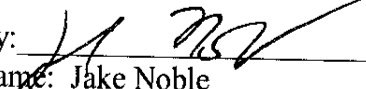
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: 
Name: Jake Noble
Title: Managing Director

BORROWER:

GREENWOOD PROPERTY II, LLC, an Illinois limited liability company

By: Greenwood Property II Management SPE, Inc., an Illinois corporation, its managing member

By: _____
Name: _____
Title: _____

PATTERSON I, LLC, an Illinois limited liability company

By: Patterson I Management SPE, Inc., an Illinois corporation, its managing member

By: _____
Name: _____
Title: _____

DELAWARE III, LLC, an Illinois limited liability company

By: Delaware III Management SPE, Inc., an Illinois corporation, its managing member

By: _____
Name: _____
Title: _____

WILMETTE I, LLC, an Illinois limited liability company

By: Wilmette I Management SPE, Inc., an Illinois corporation, its managing member

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

LENDER:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Name: _____
Title: _____

BORROWER:

GREENWOOD PROPERTY II, LLC, an Illinois limited liability company

By: Greenwood Property II Management SPE, Inc., an Illinois corporation, its managing member

By: Donal Barry
Name: DONAL BARRY
Title: _____

PATTERSON I, LLC, an Illinois limited liability company

By: Patterson I Management SPE, Inc., an Illinois corporation, its managing member

By: Donal Barry
Name: DONAL BARRY
Title: _____

DELAWARE III, LLC, an Illinois limited liability company

By: Delaware III Management SPE, Inc., an Illinois corporation, its managing member

By: Donal Barry
Name: DONAL BARRY
Title: _____

WILMETTE I, LLC, an Illinois limited liability company

By: Wilmette I Management SPE, Inc., an Illinois corporation, its managing member

By: Donal Barry
Name: DONAL BARRY
Title: _____

Property of Cook County Clerk's Office

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HINMAN V, LLC, an Illinois limited liability company

By: Hinman V Management SPE, Inc., an Illinois corporation, its managing member

By: Donal P. Barry Sr
Name: DONAL P BARRY
Title: _____

GUARANTOR:

Donal P. Barry Sr
Name: Donal P. Barry, Sr., individually

DONAL P. BARRY, SR. DECLARATION OF TRUST DATED JUNE 27, 2000

By: Donal P. Barry Sr
Donal P. Barry, Sr., Trustee

Donal P. Barry Jr
Name: Donal P. Barry, Jr., individually

DONAL P. BARRY, JR. DECLARATION OF TRUST DATED MAY 29, 2002

By: Donal P. Barry Jr
Donal P. Barry, Jr., Trustee

Sean T. Barry
Name: Sean T. Barry, individually

SEAN T. BARRY TRUST DATED JANUARY 13, 2000

By: Sean T. Barry
Sean T. Barry, Trustee

Margaret H. Barry
Margaret H. Barry, individually

MARGARET H. BARRY DECLARATION OF TRUST DATED JUNE 27, 2003

By: Margaret H. Barry
Margaret H. Barry, Trustee

James W. Purcell
Name: James W. Purcell, individually

JAMES W. PURCELL TRUST DATED DECEMBER 8, 2004

By: James W. Purcell
James W. Purcell, Trustee

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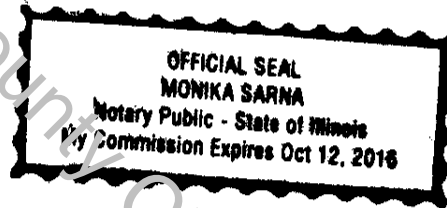
STATE OF ILLINOIS)
) *wll*).ss
COUNTY OF ~~COOK~~)

I Monika Sarna, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane White, the Managing Director of **THE PRIVATEBANK AND TRUST COMPANY**, 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 21st day of December, 2012.

Monika Sarna
Notary Public

My Commission Expires: 10/12/16



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Property of Cook County Clerk's Office



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STATE OF ILLINOIS)
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) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Greenwood Property II Management SPE, Inc., an Illinois corporation, the Managing Member of **GREENWOOD PROPERTY II, LLC**, an Illinois limited liability company, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



STATE OF ILLINOIS)
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COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Patterson I Management SPE, Inc., an Illinois corporation, the Managing Member of **PATTERSON I, LLC**, an Illinois limited liability company, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Delaware III Management SPE, Inc., an Illinois corporation, the Managing Member of **DELAWARE III, LLC**, an Illinois limited liability company, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ Wilmette I Management SPE, Inc., an Illinois corporation, the Managing Member of **WILMETTE I, LLC**, an Illinois limited liability company, 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 19 day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ Hinman V Management SPE, Inc., an Illinois corporation, the Managing Member of HINMAN V, LLC, an Illinois limited liability company, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



Property of Cook County Clerk's Office

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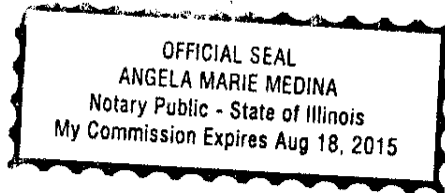
STATE OF ILLINOIS)
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COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., the Trustee of the **DONAL P. BARRY, SR. DECLARATION OF TRUST DATED JUNE 27, 2000**, 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 17th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



STATE OF ILLINOIS)
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) .ss
COUNTY OF Cook)

I Angela Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Sr., individually, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I ANGELA Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Jr., the Trustee of the **DONAL P. BARRY, JR. DECLARATION OF TRUST DATED MAY 29, 2002**, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



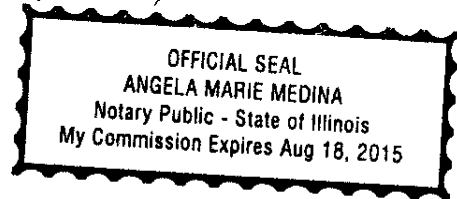
STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Angela Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donal P. Barry, Jr., individually, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Angela Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sean T. Barry, the Trustee of the **SEAN T. BARRY TRUST DATED JANUARY 13, 2000**, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



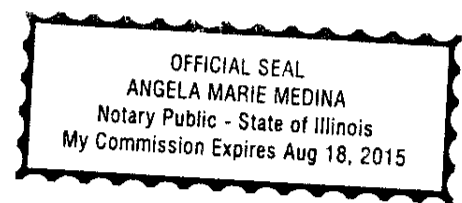
STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sean T. Barry, individually, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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STATE OF ILLINOIS)
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COUNTY OF Cook)

I Angela Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret H. Barry, the Trustee of the **MARGARET H. BARRY DECLARATION OF TRUST DATED JUNE 27, 2000**, 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



STATE OF ILLINOIS)
)
) .ss
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Margaret H. Barry, individually, 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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STATE OF ILLINOIS)
) .SS
COUNTY OF Cook)

I ANGELA MARIE MEDINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James W. Purcell, the Trustee of the **JAMES W. PURCELL TRUST DATED DECEMBER 8, 2004**, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



STATE OF ILLINOIS)
) .SS
COUNTY OF Cook)

I Angela Marie Medina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James W. Purcell, individually, 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 19th day of December, 2012.

Angela Marie Medina
Notary Public

My Commission Expires: 08/18/15



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EXHIBIT A

THE PROPERTY

As to the Greenwood II, LLC Property:

Real Property in the City of Park Ridge, County of Cook, State of Illinois, as follows:

Parcel 1:

All that part of the East Half of the East Half of the Northwest Quarter of the Northwest Quarter (except streets) of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the South 1141 feet thereof, in Cook County, Illinois.

Parcel 2:

The West Half of the North 50 feet of the South 1141 feet of the East Half of the East Half of the Northwest Quarter of the Northwest Quarter of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

As to the Patterson I, LLC Property:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Lots 28, 29 and 30 (except the East 10 feet of said Lot 30) in the Subdivision of Block 3 in John Turner's Heirs' Subdivision of Blocks 1, 2, 3 and 4 of John Turner's Subdivision of the Southwest Quarter of the Northeast Quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of Lincoln Avenue (except that part of the North Quarter of the Northwest Quarter of said Southwest Quarter West of Wolcott Avenue) in Cook County, Illinois.

As to the Delaware III, LLC Property:

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Lot 12 in Lake Shore Drive Addition to Chicago, a subdivision of part of Blocks 14 and 20 in the Canal Trustees Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

As to the Wilmette I, LLC Property:

Real property in the City of Wilmette, County of Cook, State of Illinois, described as follows:

The Southwesterly 62 and one-half feet, except the Southeasterly 25 feet thereof of Lot 1, in Block 4 in the Village of Wilmette. In Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

As to the Hinman I, LLC Property:

Real property in the City of Evanston, County of Cook, State of Illinois, described as follows:

The North half of Lot 8 and all of Lot 9 in Block 25 in Evanston in the Southeast Quarter of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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As to the Greenwood II, LLC Property:

First American Title Insurance Company File No. NCS-330409-CHI2

Real Property commonly known as 2-10 ½ South Greenwood Avenue, Park Ridge, Illinois

PIN: 09-35-102-044-0000

As to the Patterson I, LLC Property:

First American Title Insurance Company File No. NCS-330413-CHI2

Real property commonly known as 1837 West Patterson Avenue, Chicago, Illinois

PIN: 14-19-228-033-0000

As to the Delaware III, LLC Property:

First American Title Insurance Company File No. NCS-330414-CHI2

Real property commonly known as 211 East Delaware Place, Chicago, Illinois

PIN: 17-03-221-002-0000

As to the Wilmette I, LLC Property:

First American Title Insurance Company File No. NCS-330430-CHI2

Real property commonly known as 1215 – 1217 Washington Street, Wilmette, Illinois

PIN: 05-34-101-017-0000

As to the Hinman V, LLC Property:

First American Title Insurance Company File No. NCS-326165-CHI2

Real property commonly known as 1509 Hinman Street, Evanston, Illinois

PIN: 11-18-409-003-0000