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WHEN RECORDED MAIL TO:

Dykema Gossett PLLC
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai

Doc#: 1417734077 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/26/2014 03:09 PM Pg: 1 of 6

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC
10 S. Wacker Drive
Suite 2300
Chicago, Illinois 60606
Attn: Diana Y. Tsai

(Space Above This Line For Recorder's Use)

THIRD MODIFICATION AGREEMENT (Mortgage)

This Third Modification Agreement (Mortgage) ("Modification Agreement") is made as of May 21, 2014, by University Club of Chicago, an Illinois not-for-profit corporation ("Mortgagor"), and Bank of America, N.A. ("Lender").

Factual Background

A. Mortgagor executed a certain Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (Leasehold) (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage") for the benefit of Lender, dated as of July 23, 2004, and recorded on July 23, 2004, as Document Number 0420534093 with the Recorder of Deeds of Cook County, Illinois. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Lender desire to amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Lender agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.
2. The first sentence of the fourth to last paragraph of Section 2.1 of the Mortgage is hereby deleted in its entirety and replaced with the following:

The maturity date of the Revolving Note and the loan evidenced by the Revolving Note (the "Revolving Loan") is May 31, 2015, except as may be accelerated pursuant to the terms of the Revolving Note or hereof; provided, that to the extent that the maturity date

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of the Revolving Loan is extended, amended or modified from time to time under the Revolving Note or any related document, the maturity date hereunder shall also be so extended, amended or modified, but in no circumstances will this Mortgage secure the Revolving Loan beyond 20 years from the maturity date set forth above unless this Mortgage is modified to reflect a new maturity date.

3. The last three paragraphs of Section 2.1 of the Mortgage are hereby deleted in their entireties and shall be of no further force or effect.

4. For the avoidance of doubt, the terms of each of the Revolving Note, Term Note A and Term Note B (each as defined in the Mortgage) are incorporated into the Mortgage by reference.

5. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Lender have executed this Modification Agreement as of the date first above written.

UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation

BANK OF AMERICA, N.A.

By: [Signature]
Printed Name: John L. Spidalette
Title: General Manager

By: [Signature]
Printed Name: George Kalas
Title: Senior Vice President

By: [Signature]
Printed Name: Donald N. Cameron Jr.
Title: Controller and Chief Financial Officer

[Signature] 5/21/14
"OFFICIAL SEAL"
Sylvia O Ramos
Notary Public, State of Illinois
My Commission Expires 9/24/2017

[Signature] 5-9-2018
"OFFICIAL SEAL"
TAWANA C BENFORD
Notary Public - State of Illinois
My Commission Expires May 09, 2018

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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, SYLVIA O. RAMOS a notary public in and for said County, in the State aforesaid, do hereby certify that JOHN L. SPIGALETTE, personally known to me to be the GENERAL MANAGER of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, and 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 as such GENERAL MANAGER he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of May, 2014.

Sylvia O. Ramos
Notary Public
Commission expires: 9/24/17

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, SYLVIA O. RAMOS a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD N. CAMERON SR. personally known to me to be the CONTROLLER + CFO of UNIVERSITY CLUB OF CHICAGO, an Illinois not-for-profit corporation, and 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 as such CONTROLLER + CFO he or she signed and delivered the said instrument as his or her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of May, 2014.

Sylvia O. Ramos
Notary Public
Commission expires: 9/24/17



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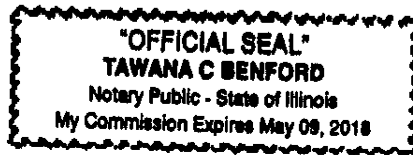
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Tawana C Benford a notary public in and for said County, in the State aforesaid, do hereby certify that George Kalas personally known to me to be the SVP of BANK OF AMERICA, N.A., a national banking association, and 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 as such SVP, he or she signed and delivered the said instrument and as his or her free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of June, 2014.

Tawana C Benford
Notary Public

Commission expires: 5-9-2018



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EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

INTERNATIONAL HARVESTER COMPANY OF AMERICA, A CORPORATION OF WISCONSIN, AND INTERNATIONAL HARVESTER COMPANY, A CORPORATION OF NEW JERSEY, TO UNIVERSITY AUXILIARY ASSOCIATION, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1907, AND RECORDED DECEMBER 17, 1914, AS DOCUMENT NUMBER 5549344 AND ASSIGNED TO UNIVERSITY CLUB OF CHICAGO BY ASSIGNMENT RECORDED OCTOBER 7, 1943, AS DOCUMENT NUMBER 13154548, DEMISING THE LAND DESCRIBED BELOW FOR A TERM OF 198 YEARS BEGINNING NOVEMBER 1, 1907, AND ENDING OCTOBER 31, 2105:

PARCEL 1:

LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF AND EXCEPT THAT PART THEREOF FALLING IN ALLEY, BEING THE WEST 9 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT TO MAINTAIN PARTY WALL AS CREATED BY AGREEMENT MADE BY NETTIE F. MC CORMICK, AND OTHERS, AS TRUSTEES WITH MC CORMICK HARVESTING MACHINE COMPANY OF ILLINOIS, AND GEORGE A. ARMOUR, DATED NOVEMBER 18, 1898 AND RECORDED SEPTEMBER 19, 1899 AS DOCUMENT 2870145 OVER THE FOLLOWING DESCRIBED LAND: OVER THE NORTH LINE OF LOT 9 (EXCEPT THE NORTH 8 FEET THEREOF).

Street Address of Property: 76 E. Monroe, Chicago, Illinois

PINs: 17-15-101-014-0000 and 17-15-101-015-0000