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. DEPT-01 RECORDING \$43.00  
. T40012 TRAN 1407 07/22/96 14:59:00  
. #5816 FER \*-96-557861  
. COOK COUNTY RECORDER

## FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT dated as of February 29, 1996, by and among ORCHARD PARK LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), ORCHARD PARK, L.L.C., an Illinois limited liability company (the "General Partner"), CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION, an Illinois not for profit corporation (the "Guarantor"), and LASALLE NATIONAL BANK, a national banking association (the "Bank");

4300  
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### W I T N E S S E T H:

WHEREAS, the Mortgagor, the General Partner, the Guarantor and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Construction Loan Agreement dated as of February 1, 1995, by and between the Mortgagor and the Bank;
- (ii) Construction Loan Mortgage Note dated February 1, 1995 (the "Note"), from the Mortgagor to the Bank in the principal amount of \$1,700,000;
- (iii) Construction Loan Mortgage and Security Agreement dated as of February 1, 1995, from the Mortgagor to the

Permanent Tax Index Numbers:

17-04-101-029 17-04-101-048  
17-04-101-044 17-04-101-051  
17-04-101-045 17-04-101-052  
17-04-101-031

This Instrument Prepared By and to be Returned After Recording to:

Alvin L. Kruse  
Elizabeth Pfeiler Strand  
Seyfarth, Shaw, Fairweather & Geraldson

Address of Premises:

North Clybourn Avenue  
between Weed Street  
and Larabee  
Chicago, Illinois

Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

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BOX 333-CTI

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Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 27, 1995, as Document No. 95278769;

(iv) Construction Loan Assignment of Rents and Leases dated as of February 1, 1995, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 27, 1995, as Document No. 95278770;

(v) Construction Loan Indemnity Agreement dated as of February 1, 1995, from the Mortgagor and the General Partner to the Bank;

(vi) Construction Loan Guaranty of Payment and Performance dated as of February 1, 1995, from the Guarantor to the Bank;

(vii) Construction Loan Security Agreement (FAF Refunding Payments) dated as of February 1, 1995, from the Guarantor to the Bank; and

(viii) Assignment of Plan, Permits and Contracts dated as of February 1, 1995, from the Mortgagor to the Bank; and

WHEREAS, the Documents were previously modified and amended by the Modification Agreement dated as of September 30, 1995 (the "First Modification"), by and among the Mortgagor, the General Partner, the Guarantor and the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 96048921, by the Second Modification Agreement dated as of November 30, 1995 (the "Second Modification"), by and among such parties, recorded in the Office of said Recorder of Deeds as Document No. 96024861, and by the Third Modification Agreement dated as of January 31, 1996 (the "Third Modification"), by and among such parties, recorded in the Office of said Recorder of Deeds as Document No. 96460741 (the First Modification, the Second Modification and the Third Modification being referred to herein collectively as the "Previous Modifications"); and

WHEREAS, the Documents, as modified and amended by the Previous Modifications, encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as previously modified and amended by the Previous Modifications, as more fully provided for herein;

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NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; References to Documents. The foregoing recitals are hereby incorporated into and made a part of this Agreement. Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Date. The maturity date of the Loan which is evidenced and secured by the Documents (the "Loan"), as previously extended by the Previous Modifications, is hereby further extended from February 29, 1996, to July 31, 1996, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "February 29, 1996" is hereby changed to "July 31, 1996" each time it appears in the Documents, as modified and amended by the Previous Modifications.

Section 3. [Intentionally Deleted]

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. The Mortgagor, the General Partner and the Guarantor hereby (i) confirm and reaffirm all of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Bank, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, or any rights or remedies

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under any of the Documents, except as expressly provided herein; (iii) acknowledge and agree that the Bank has not heretofore waived any default or event of default under any of the Documents, or any rights or remedies under any of the Documents; and (iv) acknowledge that they do not have any defense, set-off or counterclaim to the payment or performance of any of their obligations under the Documents, as previously modified and amended by the Previous Modifications and as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents," shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor, the General Partner and the Guarantor hereby certify, represent and warrant to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 9. 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 provisions hereof.

Section 10. 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.

Section 11. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a

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whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Mortgagor, the General Partner, the Guarantor and the Park, 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.

Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

ORCHARD PARK LIMITED PARTNERSHIP

By Orchard Park, L.L.C., General Partner

By OPT, Inc., Manager

By Christine M. J. Oliver

Title: Christine M. J. Oliver  
President

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ORCHARD PARK, L.L.C.

By OPT, Inc., Manager

By Christine M. J. Oliver

Title: Christine M. J. Oliver  
President

CHICAGO METROPOLITAN HOUSING  
DEVELOPMENT CORPORATION

By \_\_\_\_\_  
Title: \_\_\_\_\_

LASALLE NATIONAL BANK

By \_\_\_\_\_  
Title: \_\_\_\_\_

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ORCHARD PARK, L.L.C.

By OPT, Inc., Manager

By \_\_\_\_\_  
Title:

CHICAGO METROPOLITAN HOUSING  
DEVELOPMENT CORPORATION

By *[Signature]*  
Title: *President*

LASALLE NATIONAL BANK

By *[Signature]*  
Title: *Vice President*

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FOR INTERNAL BANK USE ONLY		
<i>[Signature]</i>		
OFFICER		

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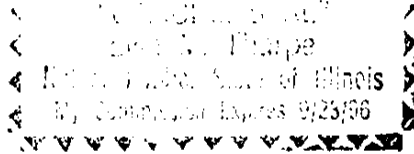
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STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of MAY, 1996, by CHRISTINE M.-J. OLIVER, PRESIDENT of OPT, Inc., an Illinois not for profit corporation, manager of Orchard Park, L.L.C., an Illinois limited liability company, general partner of Orchard Park Limited Partnership, an Illinois limited partnership, on behalf of said not for profit corporation, said limited liability company and said limited partnership.

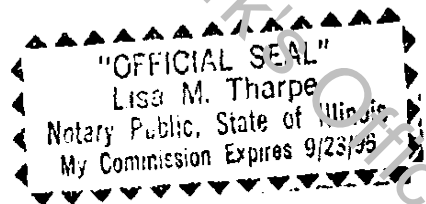
Lisa M. Tharpe  
Notary Public

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK        )



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of MAY, 1996, by CHRISTINE M.-J. OLIVER, PRESIDENT of OPT, Inc., an Illinois not for profit corporation, manager of Orchard Park, L.L.C., an Illinois limited liability company, on behalf of said not for profit corporation and said limited liability company.

Lisa M. Tharpe  
Notary Public



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me  
this 31st day of May, 1996, by Joseph Shuldiner,  
President of Chicago Metropolitan Housing Development  
Corporation, an Illinois not for profit corporation, on behalf of  
the not for profit corporation.

[Signature]  
"OFFICIAL SEAL"  
Notary Public  
WANDA CARTER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/23/97

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me  
this 1st day of July, 1996, by Kamela Daniels-Halosi  
V.P. of LaSalle National Bank, a national  
banking association, on behalf of the association.

Cristela K. Villarreal  
Notary Public

OFFICIAL SEAL  
CRISTELA K. VILLARREAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3-30-98

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1 (PROPOSED BLOCK 1 IN ORCHARD PARK):

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH EAST LINE OF CLYBOURN AVENUE, AS SAID STREET IS SHOWN ON THE PLAT OF BUTTERFIELD'S ADDITION TO CHICAGO, WITH THE CENTER LINE OF WEED STREET, AS SHOWN ON THE PLAT OF C. J. HULL'S SUBDIVISION OF LOTS 155 AND 156 IN SAID BUTTERFIELD'S ADDITION;

THENCE NORTH 45 DEGREES EAST, ALONG SAID CENTER LINE OF WEED STREET, A DISTANCE OF 235 FEET TO A POINT ON A LINE 235 FEET NORTH EAST OF AND PARALLEL WITH THE NORTH EAST LINE OF CLYBOURN AVENUE AFORESAID;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 105.30 FEET TO A POINT ON A LINE 105.30 FEET SOUTH EAST OF AND PARALLEL WITH THE CENTER LINE OF WEED STREET AFORESAID;

THENCE SOUTH 45 DEGREES WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 235 FEET TO A POINT ON THE AFORESAID NORTH EAST LINE OF CLYBOURN AVENUE;

THENCE NORTH 45 DEGREES WEST, ALONG SAID NORTH EAST LINE OF CLYBOURN AVENUE, A DISTANCE OF 105.30 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

PARCEL 2 (PROPOSED BLOCK 2 IN ORCHARD PARK):

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH EAST LINE OF CLYBOURN AVENUE, AS SAID STREET IS SHOWN ON THE PLAT OF BUTTERFIELD'S ADDITION TO CHICAGO, WITH THE CENTER LINE OF WEED STREET, AS SHOWN ON THE PLAT OF C. J. HULL'S SUBDIVISION OF LOTS 155 AND 156 IN SAID BUTTERFIELD'S ADDITION;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID NORTH EAST LINE OF CLYBOURN AVENUE, A DISTANCE OF 105.30 FEET TO A POINT OF INTERSECTION WITH A LINE 105.30 FEET SOUTH EAST OF AND PARALLEL WITH SAID ORIGINAL SOUTH EAST LINE OF WEED STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 235 FEET TO A POINT ON A LINE 235 FEET NORTH EAST OF AND PARALLEL WITH THE NORTH EAST LINE OF CLYBOURN AVENUE AFORESAID;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 44.70 FEET TO A POINT ON A LINE 150 FEET SOUTH EAST OF AND PARALLEL WITH THE CENTER LINE OF WEED STREET AFORESAID;

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THENCE SOUTH 45 DEGREES WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 94 FEET TO A POINT ON A LINE 141 FEET NORTH EAST OF AND PARALLEL WITH THE NORTH EAST LINE OF CLYBOURN AVENUE AFORESAID;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 73.30 FEET TO A POINT ON A LINE 223.30 FEET SOUTH EAST OF AND PARALLEL WITH THE CENTER LINE OF WEED STREET AFORESAID;

THENCE SOUTH 45 DEGREES WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 141 FEET TO A POINT ON THE AFORESAID NORTH EAST LINE OF CLYBOURN AVENUE;

THENCE NORTH 45 DEGREES WEST, ALONG SAID NORTH EAST LINE OF CLYBOURN AVENUE, A DISTANCE OF 148 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

PARCEL 3 (PROPOSED BLOCK 4 IN ORCHARD PARK):

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH EAST LINE OF CLYBOURN AVENUE, AS SAID STREET IS SHOWN ON THE PLAT OF BUTTERFIELD'S ADDITION TO CHICAGO, WITH THE CENTER LINE OF WEED STREET, AS SHOWN ON THE PLAT OF C. J. HULL'S SUBDIVISION OF LOTS 155 AND 156 IN SAID BUTTERFIELD'S ADDITION;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID NORTH EAST LINE OF CLYBOURN AVENUE, A DISTANCE OF 223.30 FEET TO A POINT OF INTERSECTION WITH A LINE 223.30 FEET SOUTH EAST OF AND PARALLEL WITH SAID CENTER LINE OF WEED STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 141 FEET TO A POINT ON A LINE 141 NORTH EAST OF AND PARALLEL WITH THE NORTH EAST LINE OF CLYBOURN AVENUE AFORESAID;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 41.50 FEET TO A POINT ON A LINE 264.80 FEET SOUTH EAST OF AND PARALLEL WITH THE CENTER LINE OF WEED STREET AFORESAID;

THENCE SOUTH 45 DEGREES WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 19 FEET TO A POINT ON A LINE 122 FEET NORTH EAST OF AND PARALLEL WITH THE NORTH EAST LINE OF CLYBOURN AVENUE AFORESAID;

THENCE SOUTH 45 DEGREES EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 24.50 FEET TO A POINT OF TANGENCY WITH A CURVED LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 10 FEET;

THENCE SOUTHWARDLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY;

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THENCE DUE SOUTH ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 22.63 FEET TO A POINT OF TANGENCY WITH A CURVED LINE CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 10 FEET;

THENCE SOUTHWARDLY AND WESTWARDLY ALONG SAID CURVED LINE, A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY WITH A LINE 315.30 FEET SOUTH EAST OF AND PARALLEL WITH THE CENTER LINE OF WEED STREET AFORESAID;

THENCE SOUTH 45 DEGREES WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 96 FEET TO A POINT ON THE AFORESAID NORTH EAST LINE OF CLYBOURN AVENUE;

THENCE NORTH 45 DEGREES WEST, ALONG SAID NORTH EAST LINE OF CLYBOURN AVENUE, A DISTANCE OF 92 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

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