



Doc#: 0834545004 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/10/2008 08:19 AM Pg: 1 of 14

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Laurie A. Levin, Esq.  
Fox, Hefter, Swibel, Levin & Carroll, LLP  
200 West Madison Street, Suite 3000  
Chicago, Illinois 60606

~~100~~ 113  
FIRST AMERICAN TITLE  
ORDER # 1373125

**THIRD MODIFICATION OF CONSTRUCTION MORTGAGE,  
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING AND OTHER LOAN DOCUMENTS**

**THIS THIRD MODIFICATION OF CONSTRUCTION MORTGAGE,  
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE  
FILING AND OTHER SECURITY DOCUMENTS** (this "Third Modification") is made and  
entered into as of the 13 th day of November, 2008 by and among Chicago Klee  
Development, LLC, an Illinois limited liability company ("Retail Developer"), Six Corners,  
L.L.C., an Illinois limited liability company ("Condominium Developer" and, together with  
Retail Developer, "Borrower"), Joseph Oshinski ("Oshinski"), Marc Sussman ("Sussman" and,  
together with Oshinski, collectively referred to herein as "Guarantors") and Fifth Third Bank  
(Chicago) ("Lender").

14

**RECITALS**

- A. Borrower and Lender entered into that certain Amended and Restated Construction Loan Agreement dated as of March 7, 2007 (the "Original Loan Agreement"), as amended by that certain First Amendment to Amended and Restated Construction Loan Agreement dated as of May 12, 2008 (the "First Amendment" and together with the Original Loan Agreement, the "Existing Loan Agreement") in connection with the Loans.
- B. In connection with the First Amendment, Borrower executed and delivered to Lender, among other documents, (i) that certain Amended and Restated Combined Note (the "Combined Note") dated as of May 12, 2008, (ii) that certain Second Modification of Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and Other Security Documents ("Second Modification") dated as of May 12, 2008 and recorded with the Recorder of

Deeds of Cook County, Illinois on May 29, 2008 as Document No. 0815040040. The Existing Loan Agreement, the Combined Note, the Second Modification and all other documents executed and delivered in connection with the Loans are hereinafter collectively referred to as the "Existing Loan Documents").

- C. The Loans matured on October 5, 2008 and, as of the date hereof, remain unpaid.
- D. As of the date hereof, the aggregate outstanding principal balance on the Loans is \$8,594,285.
- E. Borrower and Lender have agreed to modify the terms of the Existing Loan Agreement pursuant to that certain Second Amendment to Amended and Restated Construction Loan Agreement of even date herewith (the "Second Amendment), in which Lender has agreed to make available to Borrower another additional Loan (the "Second Additional Loan") and to extend the Maturity Date, all as more fully set forth in the Second Amendment. The Existing Loan Agreement, as modified by the Second Amendment, is hereinafter collectively referred to as the "Loan Agreement").
- F. Simultaneously with the Second Amendment, (a) Borrower has agreed to execute and deliver to Lender (i) that certain Promissory Note of even date herewith in the amount of ONE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED NINETEEN AND NO/100 DOLLARS (\$1,553,519.00), (the "Additional Note"), (ii) this Third Modification; (b) Sussman has agreed to execute and deliver to Lender that certain Second Reaffirmation of Guaranty of Payment and Guaranty of Completion (the "Sussman Reaffirmation") and, together with Mary Sussman, third Mortgage on the Sussman Residence (the "Sussman Mortgage"); (c) Oshinski has agreed to execute and deliver that certain Third Reaffirmation of Guaranty of Payment and Guaranty of Completion (the "Oshinski Reaffirmation" and together with the Sussman Reaffirmation collectively, "Reaffirmations"); and (d) Mary Sussman has agreed to execute and deliver that certain Joinder to Collateral Pledge of Account and Disbursement Agreement (the "Pledge Agreement Joinder"), each of even date herewith.
- G. The Existing Loan Documents, as amended by the Second Amendment, the Additional Note, this Third Modification, the Reaffirmations, the Sussman Mortgage, the Pledge Agreement Joinder and all other documents executed in connection with the Loan Agreement are collectively referred to herein as the "Loan Documents."

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Third Modification by reference as if fully set forth in this Section 1. Wherever the terms and conditions of any of the Loan Documents conflict with the terms and conditions of this Third Modification, the terms and conditions of this Third Modification shall control. In all other respects, the parties do hereby ratify and declare the terms and conditions of the Loan Documents to be in full force and effect.

2. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Documents (as the same have been amended, restated, supplemented or otherwise modified from time to time).

3. **Maturity Date.** The Maturity Date is extended to October 5, 2009, unless the principal balance of the Loans is due earlier by way of acceleration. Wherever the Maturity Date is referenced in any of the Loan Documents, such reference shall mean October 5, 2009, unless the principal balance of the Loans is due earlier by way of acceleration.

4. **Omnibus Amendments to Existing Loan Documents.** Each of the Loan Documents is hereby reaffirmed and amended as follows:

(a) Any reference in the Existing Loan Documents to (i) the Maturity Date shall mean October 5, 2009, unless the principal balance of the Loans is due earlier by way of acceleration; (ii) the Loan or the Loans, or the amounts thereof, shall include the Second Additional Loan; (iii) the Note or the Notes shall include the Additional Note; (iv) the Mortgage shall mean the Mortgage as amended by the First Modification, the Second Modification, and this Third Modification; and (v) the Obligations shall include any and all obligations under the Second Additional Note.

(b) Each party to the Loan Documents hereby ratifies and reaffirms his, her or its respective obligations under the Loan Documents. Each party further agrees that the Loan Documents shall remain in full force and effect following the execution and delivery of this Third Modification, that all references to the "Loan Documents" in any of the Loan Documents shall be deemed to refer to the Existing Loan Documents as amended by the First Amendment, the Additional Note, the Reaffirmations, the Sussman Mortgage, the Pledge Agreement Joinder, and this Third Modification.

5. **Ratification.** Except as specifically set forth herein and in the Second Amendment, the Additional Note, the Sussman Mortgage, and the Pledge Agreement Joinder, the Existing Loan Documents shall remain unchanged and in full force and effect in accordance with their original terms.

6. **Conditions to Effectiveness.** As a condition precedent to the effectiveness of this Third Modification:

(a) Borrower shall execute and deliver to Lender or cause to be executed and delivered to Lender the documents and instruments described in Section 3(a) through (c) of the Second Amendment;

(b) Borrower shall deliver to Lender the documents, instruments, and payments described in Section 3(d) through (n) of the Second Amendment;

(c) No default, Event of Default or event which with the giving of notice or passage of time would constitute a default or Event of Default shall have occurred and be continuing on the date hereof, nor shall result from the consummation of the transaction contemplated herein.

7. **Miscellaneous.**

(a) **Warranties and Absence of Defaults.** To induce Lender to enter into this Third Modification, Borrower hereby represents and warrants to Lender that:

(i) The execution, delivery and performance by it of this Third Modification and each of the other agreements, instruments and documents contemplated hereby are within its corporate, company, partnership or personal power, have been duly authorized by all necessary corporate, company or partnership action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law applicable to it, its articles of incorporation, articles of association or comparable formation documents (as applicable), and by-laws, operating agreement, partnership agreement or comparable documents (as applicable), any order, judgment or decree of any court or governmental agency, or any agreement, instrument or document binding upon it or any of its property;

(ii) Each of the Existing Loan Documents, as amended by this Third Modification, the Second Amendment, the Additional Note, the Reaffirmations, the Sussman Mortgage, and the Pledge Agreement Joinder are the legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to (A) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and (B) general principles of equity;

(iii) The representations and warranties made by it contained in the Loan Documents are true and accurate as of the date hereof with the same force and effect as if such had been made on and as of the date hereof; and

(iv) It has performed all of its obligations under the Loan Documents to be performed by it on or before the date hereof and as of the date hereof, it is in compliance with all applicable terms and provisions of the Loan Documents to be observed and performed by it and no default or other Event of Default or other event which upon notice or lapse of time or both would constitute a default or other Event of Default has occurred.

(b) **Expenses.** Borrower agrees to pay on demand all costs and expenses of Lender (including the fees and expenses of outside counsel for Lender) in connection with the preparation, negotiation, execution, delivery and administration of this Third Modification and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. In addition, Borrower agrees to pay, and save Lender harmless from all liability for, any stamp or other taxes which may be payable in connection with the execution or

delivery of this Third Modification or the Loan Documents, as amended hereby, and the execution and delivery of any instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith. All obligations provided herein shall survive any termination of the Loan Documents as amended hereby.

(c) Captions. Section captions used in this Third Modification are for convenience only, and shall not affect the construction of this Third Modification.

(d) Governing Law. This Third Modification shall be a contract made under and governed by the internal laws of the State of Illinois. Whenever possible each provision of this Third Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Third Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Third Modification.

(e) Successors and Assigns. This Third Modification shall be binding upon and shall inure to the sole benefit of Borrower and Lender and their respective successors and assigns.

(f) References. Any reference to the Loan Documents contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Third Modification shall be deemed to include this Third Modification unless the context shall otherwise require.

(g) Construction. Borrower acknowledges that it has been represented by its own legal counsel in connection with this Third Modification, that it has exercised independent judgment with respect to this Third Modification, and that it has not relied on the Lender's counsel for any advice with respect to this Third Modification.

(h) Counterparts. This Third Modification may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Third Modification. This Third Modification may be executed by virtue of transmission of facsimile signature pages, each of which shall for all purposes be deemed as fully effective as the original thereof.

## 8. Release.

In consideration of the agreements of Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of Borrower and Guarantors, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Lender, and its successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Lender and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements,

promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which such Borrower, Guarantor or any such successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Third Modification, including, without limitation, for or on account of, or in relation to, or in any way in connection with any of the Loan Documents or transactions thereunder or related thereto. Each of Borrower and Guarantors understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

[signature page follows]

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

Lender

FIFTH THIRD BANK (CHICAGO)

By: \_\_\_\_\_  
Name: Lark Young  
Title: Vice President

Borrower

CHICAGO KLEE DEVELOPMENT, LLC,  
an Illinois limited liability company

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

SIX CORNERS, L.L.C.,  
an Illinois limited liability company

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

Guarantors

\_\_\_\_\_  
Joseph Oshinski

\_\_\_\_\_  
Marc Sussman

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

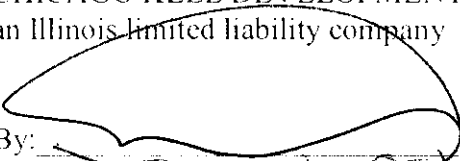
Lender

FIFTH THIRD BANK (CHICAGO)

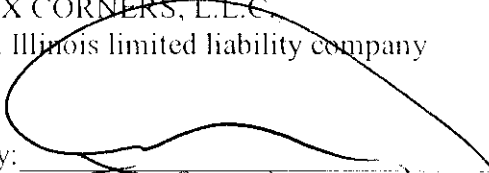
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Borrower


CHICAGO KLEE DEVELOPMENT, LLC,  
an Illinois limited liability company

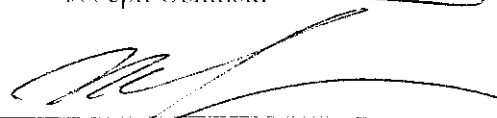
By:   
Name: Joseph Oshinski  
Title: Manager

SIX CORNERS, L.L.C.  
an Illinois limited liability company

By:   
Name: Joseph Oshinski  
Title: Manager

Guarantors

  
\_\_\_\_\_  
Joseph Oshinski

  
\_\_\_\_\_  
Marc Sussman

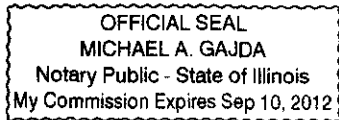


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, Michael A. Gajda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Larry Young, as Vice President of Fifth Third Bank (Chicago), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Larry Young V.P., appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said association, as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 17<sup>th</sup> day of November, 2008.

Michael A. Gajda  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Marcy Pollan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Osinski, as Manager of Chicago Klee Development, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said association, as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13<sup>th</sup> day of November, 2008.

Marcy Pollan  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Marcy Pollan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Osinski, as Manager of Six Corners, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of said association, as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of November, 2008.

Marcy Pollan  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Marcy Pollan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Joseph Oshinski**, 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 a free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 13<sup>th</sup> day of November, 2008.

Marcy Pollan  
NOTARY PUBLIC

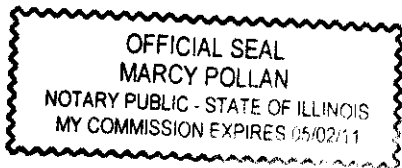


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Marcy Pollan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Marc Sussman**, 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 the said instrument as a free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 13<sup>th</sup> day of November, 2008.

Marcy Pollan  
NOTARY PUBLIC



**Exhibit A**

## LEGAL DESCRIPTION

## Retail Parcel 1:

Inclined Plane (Upper Limit 34.18 C. C. D. to 30.00 C. C. D No lower limit)

A parcel of land lying within E. C. Dickinson's Milwaukee Avenue Subdivision Number 3, being a subdivision of that part East of Milwaukee Avenue of Lot 12(except the North 33 feet thereof) of School Trustees Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian recorded May 12, 1911 under document # 4757929, lying below an inclined plane having an elevation of 34.18 feet to 30.00 feet Chicago City Datum and lying within its horizontal boundary projected vertically, bounded and described as follows: Commencing at the intersection of a point 4.00 feet South of the North line of Lot 14 in said E. C. Dickinson's Milwaukee Avenue Subdivision Number 3 and on the East line of said Lot 14, thence North 89°29'18" West, 61.83 feet along a line 4.00 feet South of the North line of Lot 14 aforesaid to the point of beginning; thence continuing North 89°29'18" West, 22.00 feet along a line 4.00 feet South of the North line of said Lot 14; thence South 00°00'00" West, 35.00 feet; thence South 89°29'18" East, 22.00 feet; thence North 00°00'00" East, 35.00 feet to the point of beginning, in Cook County, Illinois.

## Retail Parcel 2:

(Upper limit 50.31 C. C. D. Lower Limit 34.18 C. C. D.)

A parcel of land lying within E. C. Dickinson's Milwaukee Avenue Subdivision Number 3 except the North 33 feet thereof) of School Trustees Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian recorded May 12, 1911 under document # 4757929, lying above the horizontal plane having an elevation of 34.18 feet and below the horizontal plane of 50.31 feet in Chicago City Datum and lying within its horizontal boundary projected vertically, bounded and described as follows: Beginning at the South corner of Lot 1 in said E. C. Dickinson's Milwaukee Subdivision; thence North 49°17'16" West, 133.89 feet along the Southwesterly line of Lots 1, 2 and part Lot 3 in said E. C. Dickinson's Milwaukee Avenue Subdivision Number 3; thence North 40°42'44" East, 40.00 feet; thence South 49°17'16" East, 1.75 feet; thence North 40°42'44" East, 8.75 feet; thence North 49°17'16" West, 16.75 feet; thence South 40°42'44" West, 48.75 feet to the Southwesterly line of said Lot 3; thence North 49°17'16" West, 131.21 feet along the Southwesterly of Lots 3, 4, 5, 6, 7 and 8 in said E. C. Dickinson's Milwaukee Subdivision, to the Northwest corner of said Lot 8; thence North 40°41'07" East, 66.00 feet along the Northwesterly line of said Lot 8; thence South 49°17'16" East, 131.24 feet; thence South 40°42'44" West, 3.77 feet; thence South 49°17'16" East, 45.43 feet; thence North 00°00'00" East, 38.27 feet to the South line of a vacated alley; thence South 89°29'18" East, 11.83 feet along the South line aforesaid; thence South 00°00'00" West, 11.25 feet; thence North 89°55'29" East, 26.00 feet to the East line of said Lot 3; thence South 00°00'00" West, 141.79 feet along the East line of said Lots 1, 2 and 3 to point of beginning, except that part described as follows: Commencing at the South corner of Lot 1 in said E. C. Dickinson's Milwaukee Subdivision; thence North 49°17'16" West, 205.41 feet along the Southwesterly line of Lots 1 to 5 and part Lot 6 in said E. C. Dickinson's Milwaukee Avenue

Subdivision Number 3; thence North 40°42'44" East, 35.00 feet to the point of beginning; thence North 49°17'16" West, 18.91 feet; thence North 40°42'44" East, 11.16 feet; thence South 49°17'16" East, 5.00 feet; thence South 40°42'44" West, 2.66 feet; thence South 49°17'16" East, 13.91 feet; thence South 40°42'44" West, 8.50 feet to the point of beginning, in Cook County, Illinois.

Retail Parcel 3:

(Lower limit 34.18 C. C. D. No upper limit)

A parcel of land lying within E. C. Dickinson's Milwaukee Avenue Subdivision Number 3, being a subdivision of that part East of Milwaukee Avenue of Lot 12(except the North 33 feet thereof) of School Trustees Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian recorded May 12, 1911 under document # 4757929, lying above the horizontal plane having an elevation of 34.18 feet Chicago City Datum and lying within its horizontal boundary projected vertically, bounded and described as follows: Beginning at the intersection of a point 4.00 feet South of the North line of Lot 14 in said E. C. Dickinson's Milwaukee Avenue Subdivision Number 3 and on the East line of said Lot 14, thence South 00°00'00" West, 110.03 feet along said East line and along Lots 13, 12 and part of Lot 11 in said E. C. Dickinson's Milwaukee Avenue Subdivision to a point 9.00 feet South of the Northeast corner of Lot 11 aforesaid; thence North 89°56'32" West, 65.84 feet; thence South 40°41'07" West, 26.03 feet; thence South 24°36'31" East, 33.03 feet; thence North 40°41'07" East, 4.99 feet; thence South 89°29'18" East, 27.98 feet; thence South 00°00'00" West, 32.87 feet; thence North 49°17'16" West, 45.43 feet; thence North 40°42'44" East, 3.77 feet; thence North 49°17'16" West, 131.24 feet to the Northwesterly line of Lot 8 in said E. C. Dickinson's Milwaukee Avenue Subdivision; thence North 40°41'07" East, 59.00 feet along the Northwesterly line aforesaid to the Northeast corner of said Lot 8; thence North 20°06'52" East, 16.94 feet; thence North 00°00'00" West, 17.30 feet along the West line of said Lot 14; thence South 89°29'18" East, 41.17 feet along a line 4.00 feet South of the North line of said Lot 14; thence South 00°00'00" West, 84.00 feet; thence South 89°29'18" East, 22.00 feet; thence North 00°00'00" East, 70.00 feet; thence South 89°29'18" East, 21.50 feet; thence North 00°00'00" East, 14.00 feet to a line 4.00 feet South of the North line of said Lot 14; thence South 89°29'18" East, 40.33 feet to the point of beginning, in Cook County, Illinois.

Condominium Parcel 1:

Units 203, 208, 210, 216, 303, 304, 308, 311, 312, 313, 314, 315, 401, 403, 405, 406, 409, 414, 501, 502, 503, 505, 506, 513, 514 and 515 together with their undivided percentage interests in the common elements in Klee Plaza at Six Corners Condominium as delineated and defined in the Declaration recorded July 16, 2007 as Document Number 0719717024, as amended from time to time in Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Condominium Parcel 2:

Easements and appurtenant to and for the benefit of Parcel 1 as set forth and defined in the Declaration of Covenants, Conditions and Restrictions and Easements for Klee Plaza at Six

Corners Development recorded July 16, 2007 as Document Number 0719717022 for ingress and egress, all in Cook County, Illinois.

Permanent Index Numbers:

13-16-431-008; 13-16-431-009; 13-16-431-010; 13-16-431-011; 13-16-431-021;  
13-16-431-022; 13-16-431-028

Street Address:

4015 N. Milwaukee Avenue  
Chicago, Illinois 60641