

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of this 22<sup>nd</sup> day of December, 2008 (the "**Contract Date**"), by and between **MB1200 Corporation, an Illinois corporation** ("**Seller**") and \_\_\_\_\_ ("**Purchaser**").

### Recitals

WHEREAS, Seller is the owner of the real property and improvements located at 5334-5362 West Madison Street, Chicago, Illinois which real property is legally described on Exhibit A attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Purchaser desires to purchase the Property, and Seller desires to sell the Property upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. **Purchase and Sale.** Purchaser agrees to purchase from Seller and Seller agrees to convey to Purchaser, the Property for a purchase price of \_\_\_\_\_ (\$\_\_\_\_\_) (the "**Purchase Price**"). Seller shall convey to Purchaser title to the Property by a recordable quit claim deed, with release of homestead rights, if any, subject only to title exceptions described below.

2. **Deposit.** Contemporaneously with the execution and delivery of this Agreement to DK Realty Partners, LLC ("**Broker**"), Purchaser shall deliver to Broker at Broker's office located at 650 East Algonquin Road, Suite 201, Schaumburg, Illinois 60173 a certified check or cashier's check made payable to "DK Realty Partners, LLC, as Escrow Agent" in the amount of Two Percent (2.0%) of the Purchase Price as an initial earnest money deposit (the "**Initial Deposit**"). In addition, on or before 5:00 PM Central Standard Time on December 29, 2008, Purchaser shall deliver to Broker at Broker's office located at 650 East Algonquin Road, Suite 201, Schaumburg, Illinois 60173 a certified check or cashier's check made payable to "DK Realty Partners, LLC, as Escrow Agent" in the amount of Eight Percent (8.0%) of the Purchase Price as an additional earnest money deposit (the "**Additional Deposit**"). The Initial Deposit and the Additional Deposit are herein individually and collectively referred to as the "**Deposit**". Upon Seller's execution of this Agreement, the Deposit shall be deposited by Broker into an interest bearing account for the benefit of Purchaser and Seller. All interest earned thereon shall be deemed to be additional Deposit that inures to the benefit of Purchaser upon Closing. The Deposit plus any interest earned on the Deposit shall be applied at Closing towards the Purchase Price.

3. **Title Delivery.** At the closing for the Property (the "**Closing**"), Seller shall deliver to Purchaser an owner's ALTA title insurance policy (the "**Title Policy**") in the amount of the Purchase Price subject to the exceptions contained in the title commitment for the Property issued by Chicago Title Insurance Company dated effective October 2, 2008, a copy of which is attached hereto as Exhibit B and made a part hereof (the "**Title Commitment**"). Purchaser acknowledges Purchaser has had an opportunity to review the Title Commitment and hereby waives any objection to any defects in the condition of title disclosed in the Title Commitment. Seller shall be responsible for paying for the Title Policy.

Purchaser shall be responsible for paying for any endorsements to the Title Policy required by Purchaser or Purchaser's lender.

4. **Prorations.** Rents, tenant "pass through" or "CAM" charges, if any, water and other utility charges, fuels, prepaid service contracts, and other similar items shall be adjusted ratably as of the time of closing with Seller being entitled to all income and responsible for all expenses related to the Property on the Closing Date defined below. Any of the items referenced in this Section 4 that are not paid by Seller as of the Closing Date defined below shall be the obligation of Purchaser. There shall be no proration for real estate taxes which shall be an obligation of Purchaser. At closing, only security deposits and rent actually collected by Seller shall be a credit to Purchaser towards the Purchase Price.

5. **Condition of the Property.** The provisions of this Section 5 shall survive the Closing and not merge into the deed. Purchaser is aware that Seller intends to acquire the Property by way of a mortgage foreclosure. Seller is selling and Purchaser is purchasing the Property in its "existing condition" without representations or warranties of any kind or nature. It is understood and agreed that Seller has not made and is not making any warranties or representations of any kind, nature or description except as expressly set forth herein. Purchaser represents to Seller that Purchaser knows, has examined or will examine, and has investigated or will investigate to its full satisfaction, the physical nature and condition of the Property including all improvements, fixtures and appurtenances attached thereto. Neither Seller nor any agent, attorney, employee or representative of Seller has made any representation whatsoever regarding the subject matter of this sale, including (without limiting the generality of the foregoing) any window coverings, floor coverings, painting, electrical, plumbing, heating, cooling, refrigerant, sewage, septic, roof, foundation, soils and geology, lot size or suitability of the Property and/or its improvements for particular purposes or uses, or that any appliances, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, codes, or ordinances. Purchaser further acknowledges that except for those representations expressly set forth herein, it is not relying upon any representation or statement of Seller, or any of Seller's agents with respect to the condition of the Property or any portion thereof in executing this Agreement or proceeding with this transaction. Purchaser agrees to take the Property in its strict "AS IS, WHERE IS" condition as of the date hereof, reasonable wear and tear excepted and to rely entirely upon its own inspection of the Property. The closing of this transaction shall constitute an acknowledgment by the Purchaser that the Property was accepted without representation or warranty of any kind or nature and in its "existing condition" based solely on Purchaser's own inspection.

At Closing, Purchaser expressly assumes all liability with respect to the condition of the Property, including the environmental condition of the Property and waives any claim or rights it may have against Seller with respect thereto, including but not limited to any claim or right of contribution, indemnity or cost recovery under the Comprehensive Environmental Response Compensation and Liabilities Act of 1980, as amended, and under any other federal or state environmental law, rule, regulation or statute. Purchaser agrees that it is purchasing the Property "AS IS, WHERE IS" and covenants not to sue Seller, its affiliates, members, officers, employees, agents, heirs, executors, administrators, successors and assigns under any common law or statutory cause of action whether now existing or



Purchaser at closing.

7. **Title, Escrow and Closing Services.** All title, escrow and closing services shall be provided by Chicago Title Insurance Company, 171 North Clark Street, Chicago, Illinois ("**Title Company**").

8. **Seller's Remedies Upon Purchaser's Default.** If Purchaser breaches its representations, warranties, covenants or agreements hereunder or fails to close the transaction contemplated under this Agreement on or before the Closing Date and is not otherwise excused of its performance then Broker shall deliver the Deposit or any portion of the Deposit in the possession or control of Broker, together with any interest accrued thereon, if any, to Seller, whereupon this Agreement shall terminate, and neither party shall have any further obligations or liabilities to the other hereunder at law or in equity, except for those obligations which expressly survive the termination of this Agreement. Nothing herein shall be construed as prohibiting Seller from pursuing any other legal or equitable rights or remedies which Seller may have at law or in equity or under this Agreement.

9. **Purchaser's Remedies Upon Seller's Default.** If Seller breaches its representations, warranties, covenants or agreements hereunder or fails to consummate the purchase and sale contemplated herein, and Purchaser is prepared to close the transaction contemplated under this Agreement, then at Purchaser's option, either (i) Broker shall return the Deposit or any portion of the Deposit in the possession or control of Broker, together with any interest accrued thereon, if any, to Purchaser and this Agreement shall terminate, or (ii) Purchaser shall have the right to specific performance of this Agreement. The remedy of specific performance shall only be available to Purchaser if Purchaser serves notice to Seller's attorney by facsimile, overnight delivery or personal delivery on or before seven (7) calendar days after the Closing Date that Purchaser intends to exercise its right to specific performance, files an action for specific performance within twenty-one (21) calendar days thereafter, and diligently pursues said remedy. In the event that Purchaser seeks specific performance, Purchaser shall pay the Purchase Price required hereunder and Seller shall have no obligations to perform other than those obligations already required of Seller in this Agreement to the date of actual Closing. In the case of specific performance, prorations shall be made as of the date of the actual Closing.

10. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, sent via facsimile, e-mail or mailed by certified or registered mail, postage prepaid, addressed as follows:

Seller:                   c/o Suzon Lanz  
MB1200 Corporation  
6111 North River Road  
Rosemont, IL 60018  
Fax No. (847) 653-0099

with a copy to:       Justin Newman  
Field and Goldberg, LLC  
10 South LaSalle Street  
Suite 2910  
Chicago, IL 60603

Fax No. (312) 408-7201  
E-Mail: jnewman@fieldandgoldberg.com

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Any notice by certified or registered mail shall be deemed to have been received three (3) business days after mailing. Any hand delivered notice or notice delivered by overnight express shall be deemed received on the day of delivery if delivered before 5:00 P.M. on a business day, otherwise such notice shall be deemed delivered on the next business day. Any notice sent by facsimile or e-mail shall be deemed received on the date of transmission if sent before 5:00 P.M. Chicago time on a business day, otherwise such notice shall be deemed received on the next business day.

Each party may change its respective notice address by written notice in accordance herewith.

11. **Broker.** Seller hereby represents and warrants to Purchaser that Seller has not dealt with any broker or finder in respect to the transaction contemplated by this Agreement except for Broker, whose commission shall be the sole responsibility of Seller. Purchaser hereby represents and warrants to Seller that Purchaser has not dealt with any broker or finder in respect to the transaction contemplated by this Agreement. Seller and Purchaser shall indemnify, defend and hold each other harmless from and against any and all claims of any brokers and finders claiming by, through or under them and in any way related to the sale and purchase of the Property pursuant to this Agreement in violation of each such party's representation and warranty aforesaid, including, without limitation, attorneys' fees incurred by the indemnified party in connection with such claims. The foregoing indemnity shall survive the closing and the delivery of the deed and shall not be merged therein.

12. **Casualty and Condemnation.** Purchaser shall have the option of terminating this Agreement or closing and receiving the insurance proceeds or condemnation award upon any material casualty damage or any material taking by eminent domain.

13. **Election of Like-Kind Exchange.** Seller and Purchaser hereby agree at either party's request, to cooperate with the requesting party in a like-kind exchange ("Like-

Kind Exchange") of the Property which qualifies for a tax-deferred treatment pursuant to Section 1031 of the Internal Revenue Code, as amended. The non-requesting party shall, at the requesting party's request, enter into such agreements and execute such customary documentation as are reasonably necessary to accomplish the Like-Kind Exchange; provided, however, that (a) the non-requesting party shall not be required to take title to any exchange property to be conveyed to the requesting party; (b) the requesting party shall indemnify the non-requesting party from and against any and all loss, cost or damage to the non-requesting party arising out of its participation in the exchange; and (c) the Closing of the sale of the Property shall not be delayed as a result of the Like-Kind Exchange.

14. **Ownership Entity.** Purchaser may only assign this Agreement to a nominee owned and controlled by Purchaser. Purchaser shall not be released from any of its obligations or liabilities hereunder in the event of such an assignment.

15. **Irrevocable Offer.** Purchaser's execution and deliver of this Agreement to Broker is an irrevocable offer to purchase the Property made by Purchaser to Seller and shall not be binding upon Seller unless and until this Agreement is executed by Seller, or Seller's duly authorized agent. Purchaser agrees that this offer shall remain irrevocable until 5:00 PM Central Standard Time on December 30, 2008. Notification of Seller's acceptance of this Agreement may be given pursuant to Section 10 of this Agreement.

16. **Miscellaneous.**

- A. **Applicable Law.** Except to the extent otherwise specifically modified herein, the provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.
- B. Time is of the essence of this Agreement.
- C. **Business Day.** Saturdays, Sundays and official federal or state holidays shall not be counted as business days.
- D. **Attorneys' Fees.** In the event of any litigation between the parties (including appeals) pertaining to this transaction or any dealings of the parties concerning the Property, the non-prevailing party to such litigation shall pay the reasonable legal fees and expenses of the prevailing party.
- E. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.
- F. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared

primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

- G. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by both parties.
- H. Facsimile/E-mail. Seller and Purchaser intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
- I. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.
- J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

18. **Counterparts.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

(Signatures contained on next page)

IN WITNESS WHEREOF, the parties hereto have entered into this Purchase and Sale Agreement on and as of the day and year first written above.

**PURCHASER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

**MB1200 Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 19 through 30, both inclusive, in Block 2 in F.A. Hills Madison Street Addition in the Southwest  $\frac{1}{4}$  of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 5334-5362 West Madison Street  
Chicago, Illinois 60644

**Permanent Index No.:** 16-09-321-027-0000

**EXHIBIT B**

**TITLE COMMITMENT**

(See Attached)

## COMMITMENT FOR TITLE INSURANCE



# Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY  
171 N. CLARK STREET  
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3025



CHICAGO TITLE INSURANCE COMPANY

By

  
Authorized Signatory

Commitment No.: 1401 008441577 D1

**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

YOUR REFERENCE: 5334-5362 W. MADISON STREET - CHICAGO ORDER NO.: 1401 008441577 D1

**EFFECTIVE DATE:** OCTOBER 2, 2008

**1. POLICY OR POLICIES TO BE ISSUED:**

OWNER'S POLICY: ALTA OWNERS 2006  
AMOUNT: \$10,000.00  
PROPOSED INSURED: MB1200 CORPORATION, A CORPORATION OF ILLINOIS

**2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.**

**3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:  
MB1200 CORPORATION, A CORPORATION OF ILLINOIS**

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 008441577 D1

**4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:**

NONE

**4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:**

NONE

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 008441577 D1

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :**

LOT 19 THROUGH 30, BOTH IN INCLUSIVE, IN BLOCK 2 IN F.A. HILLS MADISON STREET  
ADDITION IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ORDER NO. : 1401 008441577 D1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

- 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- 2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- 4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
- 6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
  - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
  - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

- 7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

R

8.

- 1. TAXES FOR THE YEAR(S) 2007 AND 2008  
2008 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2007 FIRST INSTALLMENT WAS DUE MARCH 04, 2008  
NOTE: 2007 FINAL INSTALLMENT ARE DUE NOVEMBER 3, 2008L

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND	STAT
16-09-321-027-0000	1 OF 1	2007	\$22,660.83	PAID	\$18,440.29	PAID

\* \* \* \* \*

B

- 9. AS OF FEBRUARY 1, 2008, THE COOK COUNTY TREASURER NO LONGER PROVIDES DUPLICATE TAX BILLS FOR CURRENT YEAR TAXES TO PARTIES OTHER THAN THE TAX ASSESSEE. THE COMPANY REQUESTS THAT ORIGINAL TAX BILLS BE FURNISHED WHENEVER THE COMPANY IS REQUESTED TO PAY TAXES. ORIGINAL BILLS SHOULD BE FURNISHED AT OR BEFORE THE TIME THE COMPANY IS REQUESTED TO MAKE PAYMENTS.

F

- 10. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B (CONTINUED)**

ORDER NO. : 1401 008441577 D1

PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

- G 11. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
- H 12. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CITY OF CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.
- I 13. WE SHOULD BE FURNISHED (A) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT DOMENECH PROPERTIES L. L. C. HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L. L. C. OR OF A SALE OF L. L. C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF SAID L. L. C.

- J 14. WATER AND/OR SEWER SERVICES LIEN IN FAVOR OF CITY OF CHICAGO AGAINST THE LAND RECORDED MARCH 31, 2008 AS DOCUMENT NUMBER 0809135202 IN THE AMOUNT OF \$ 6,454.41, PLUS STATUTORY INTEREST.

NOTE: OUR POLICY WHEN ISSUED WILL NOT INSURE AGAINST LOSS OR DAMAGE (OTHER THAN LOSS OR DAMAGE RESULTING FROM JUDICIAL FORECLOSURE OF THE LIEN(S) RECORDED AS DOCUMENT NUMBER(S) 0613605059), WHICH THE INSURED WOULD SUSTAIN BY REASON OF THE FACT THAT ALL SEWER AND WATER CHARGES ARE NOT PAID TO THE DATE OF POLICY. SUCH LOSS OR DAMAGE INCLUDES, BUT IS NOT LIMITED TO, THE INABILITY TO OBTAIN WATER AND SEWER SERVICE AND MUNICIPAL REVENUE STAMPS.

- K 15. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 07M1400281 FILED JANUARY 31, 2007 BY CITY OF CHICAGO AGAINST DOMENECH PROPERTIES, LLC, MB FINANCIAL BANK, NA, UNKNOWN OWNERS AND NON RECORD CLAIMANTS FOR BUILDING VIOLATION, RECEIVER, DEMOLITION AND FORECLOSURE OF LIEN.

JULY 10, 2007 ORDER ON MOTION CONSOLIDATE ALLOWED WITH 07M1401355

OCTOBER 15, 2007 AMENDED COMPLAINT ALLOWED

NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDING HAS NOT BEEN MADE.

- L 16. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 07M1401355 FILED MAY 23,

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B (CONTINUED)**

ORDER NO. : 1401 008441577 D1

2007 BY CITY OF CHICAGO AGAINST DOMENECH PROPERTIES, LLC, MB FINANCIAL BANK, NA, UNKNOWN OWNERS AND NON RECORD CLAIMANTS FOR BUILDING VIOLATION; RECEIVER, DEMOLITION AND FORCLOSURE OF LIEN.

JULY 10, 2007 ORDER ON MOTION CONSOLIDATE ALLOWED WITH 07M1400281

OCTOBER 9, 2007 AMENDED COMPLAINT OR PETITION ALLOWED

NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDING HAS NOT BEEN MADE.

LIS PENDENS NOTICE RECORDED JUNE 11, 2007 AS DOCUMENT 0716241188.

M 17. ENCROACHMENT OF THE 3 STORY BRICK BUILDING LOCATED MAINLY ON THE LAND ONTO THE PUBLIC ALLEY NORTH AND ADJOINING BY APPROXIMATELY 0.04 TO 0.15 FEET, AS SHOWN ON PLAT OF SURVEY PREPARED BY ZARKO SEKEREZ & ASSOCIATES, INC. DATED JUNE 17, 1997.

T 18. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

U 19. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR MB1200, A CORPORATION OF ILLINOIS.

V 20. WE HAVE EXAMINED THE PROCEEDING IN CASE NUMBER 08CH 24006 TO FORECLOSE THE LIEN RECORDED AS DOCUMENT 0613605059, IN WHICH PROCEEDING A JUDGMENT WAS ENTERED ON SEPTEMBER 22, 2008 VESTING TITLE TO THE LAND IN MB FINANCIAL BANK, N.A. , PURSUANT TO CONSENT FORECLOSURE OF SAID LIEN.

RELATIVE THERETO, WE NOTE THE FOLLOWING:

(A) RIGHT OF ANY INTERESTED PARTY TO HAVE SET ASIDE, MODIFIED OR REVERSED THE JUDGMENTS OR ORDERS ENTERED IN SAID CASE;

(B) DEFECTS OR ADDITIONAL INFORMATION, IF ANY: NONE.

NOTE: IF THE LAND IS TORRENS PROPERTY, YOUR ATTENTION IS DIRECTED TO THE PROVISIONS REGARDING TORRENS DEREGISTRATION NOTED HEREIN.

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B (CONTINUED)**

ORDER NO. : 1401 008441577 D1

- W 21. NOTE: THE LAND LIES WITHIN COOK COUNTY, ILLINOIS, ALL OF WHICH IS SUBJECT TO THE PREDATORY LENDING DATABASE PROGRAM ACT (765 ILCS 77/70 ET SEQ.) (THE ACT). ON AND AFTER JULY 1, 2008, A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR A CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.

\*\* END \*\*