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Cook County Recorder 41.50

This Instrument Prepared By:

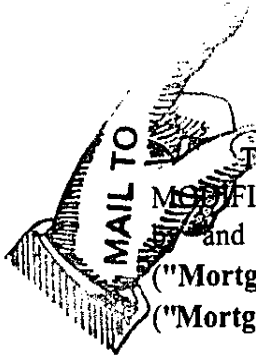


Derek L. Cottier
Schwartz, Cooper,
Greenberger & Krauss, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

After Recording Return To:

Brent M. Cohen
Heller, Ehrman, White & McAuliffe
333 Bush Street
San Francisco, CA 94104-2878

**NOTE, LOAN AGREEMENT, MORTGAGE AND OTHER
LOAN DOCUMENTS MODIFICATION AGREEMENT**



THIS NOTE, LOAN AGREEMENT, MORTGAGE AND OTHER LOAN DOCUMENTS MODIFICATION AGREEMENT (this "Modification Agreement") is made as of June 28, 2001 and among BRYN MAWR PLACE, L.L.C., an Illinois limited liability company ("Mortgagor"), and LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation ("Mortgagee").

RECITALS.

P.N.T.N.

A. CIG International, LLC, a Delaware limited liability company ("CIG"), made a loan in the principal amount of \$2,600,000.00 (the "Loan") to Mortgagor pursuant to the terms of a Loan Agreement dated as of March 7, 2001 by and between Mortgagor and CIG (the "Loan Agreement"). The Loan is evidenced by a Mortgage Note dated as of March 7, 2001 from Mortgagor to CIG in the stated principal amount of \$2,600,000.00 (the "Note").

B. The Note is secured by, among other documents:

(i) a certain Mortgage and Security Agreement with Assignment of Rents dated as of March 7, 2001 and filed of record in the office of the Cook County, Illinois Recorder on March 26, 2001 as Document No. 0010238867 (the "Mortgage") encumbering the "Mortgaged Property" (as defined therein), which includes the real estate legally described on Exhibit "A" attached hereto; and

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(ii) a certain Assignment of Leases and Rents dated as of March 7, 2001 and filed of record in the office of the Cook County, Illinois Recorder on March 26, 2001 as Document No. 0010238868 (the "Assignment of Leases") encumbering the Mortgaged Property; and

(iii) by certain other documents and instruments (all collectively referred to herein as the "Security Documents").

The Security Documents, the Loan Agreement, the Note and all other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents."

C. Pursuant to that certain Assignment of Mortgage, Note and Other Loan Documents dated as of March 21, 2001 and filed of record in the office of the Cook County, Illinois Recorder on April 4, 2001 as Document No. 0010280731 (the "Loan Documents Assignment"), CIG assigned and transferred all of CIG's right, title and interest in and to the Loan Documents to Mortgagee.

D. Mortgagor has requested that Mortgagee make an additional disbursement of the Loan in the amount of \$417,500.00.

E. Mortgagee has agreed to make the additional disbursement requested by Mortgagor pursuant to the terms and conditions contained in this Modification Agreement. Upon the making of the additional disbursement, the principal indebtedness evidenced by the Note shall be \$3,017,500.00.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Modification Agreement shall have the meanings ascribed to such terms in the Loan Agreement.

2. Additional Loan Disbursement.

(a) Mortgagee hereby agrees to make an additional disbursement of the Loan, pursuant to the terms and conditions contained in this Modification Agreement, in the amount of Four Hundred Seventeen Thousand Five Hundred Dollars (\$417,500.00) (the "Additional Disbursement"), upon execution and delivery of this Modification Agreement by Mortgagor and Mortgagee.

(b) The Additional Disbursement shall be used solely for the following purposes:

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(i) \$400,000.00 toward development of the Project and satisfaction of the equity requirement of the Senior Lender;

(ii) \$12,500.00 to Mortgagee for payment of a loan fee for Mortgagee's agreement to provide the Additional Disbursement; and

(iii) \$5,000.00 to the payment of Mortgagee's attorneys' fees in connection with the Additional Disbursement.

(c) The following shall be conditions precedent to disbursement of the Additional Disbursement:

(i) Senior Lender shall have entered into a construction loan agreement with Mortgagor to provide to Mortgagor a construction loan for construction of the Project in the stated principal amount of \$12,500,000.00 (the "Senior Loan") upon terms and conditions satisfactory to Mortgagee in Mortgagee's sole discretion.

(ii) Mortgagee shall have contributed an additional \$100,000.00 of equity to the Project.

(iii) Mortgagee shall have approved, in Mortgagee's discretion, all Subcontracts entered into to date with a value in excess of \$50,000.

(iv) Upon payment of the permit application fee, Mortgagor shall have met all requirements for the issuance of a building permit from the City of Chicago for Building 1.

(v) No Default shall have occurred and be continuing, and no Event of Default shall have occurred, under the Loan Agreement.

(vi) Mortgagor and Guarantors shall have executed that certain Reaffirmation and Modification of Guaranties, Environmental Indemnity and Pledge Agreement of even date herewith and all other documents reasonably requested by Mortgagee in connection with the increase of the Loan or the execution of this modification Agreement.

3. Modification of Stated Principal Amount of the Note. The stated principal amount of the Note is hereby increased to Three Million Seventeen Thousand Five Hundred and 00/100 Dollars (\$3,017,500.00). All references to the stated principal amount of the Note in the Note, the Loan Agreement, the Mortgage and each of the other Loan Documents are hereby

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amended to state Three Million Seventeen Thousand Five Hundred and 00/100 Dollars (\$3,017,500.00).

4. Prepayment. The sum "Five Hundred Ninety Eight Thousand and 00/100 Dollars (\$598,000.00)" as stated in Section 6(a) of the Note is hereby deleted and the sum "Six Hundred Ninety Four Thousand Twenty-Five and 00/100 Dollars (\$694,025.00)" is substituted in lieu thereof.

5. Senior Loan. All references to the Senior Loan, the Senior Construction Loan or the Senior Loans in the Note, the Loan Agreement, the Mortgage and each of the other Loan Documents shall be deemed to refer to the Senior Loan, as defined herein. All references to the Senior Loan Documents in the Note, the Loan Agreement, the Mortgage and each of the other Loan Documents shall be deemed to refer to those certain loan documents evidencing and/or securing the Senior Loan, as defined herein.

6. Advisory Fee. The amount of the Advisory Fee, as stated in the definition of Advisory Fee in the Loan Agreement and as stated in Section 3(b) of the Advisory Fee Agreement, is hereby increased from \$2,000.00 per month to ~~\$2,500.00~~ per month effective as of July 1, 2001. The Advisory Fee for June, 2001 shall be prorated based upon ~~27~~ days at \$2,000.00 per month and three days at ~~\$2,500.00~~ per month.
 2,400.00 (Signature) 2,400.00 (Signature)

7. Modifications to Loan Agreement

(a) Mortgagee (i) acknowledges that the Guarantor Deposit Refund Trigger Events occurred within the time periods required under Section 5.8 of the Loan Agreement, and (ii) agrees to release to Mortgagee the Guarantor Deposit. In addition to the \$261,000.00 of the Interest Reserve to be funded into the Pledged Account on the date on which the funds remaining in the Pledged Account are insufficient to pay the next scheduled payments of Current Interest and the Advisory Fee, Mortgagor shall deposit an additional \$250,000.00 into the Pledged Account on or prior to the date of the Disposition of the last Unit in Building 1.

(a) Section 7.1 (b) of the Loan Agreement is deleted in its entirety and the following is substituted in lieu thereof:

(b) The Borrower shall not make distributions of cash or property to or for the benefit of any of its investors, Members, any of the Guarantors or any other Person having an interest in the Borrower; provided, however, so long as (i) no Default has occurred and is continuing hereunder, (ii) no Event of Default has occurred that has not been waived by Lender, and (iii) funds are available from the Senior Loan to fund such payment, Borrower may pay to its members, commencing on the first day of the first month

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following the closing of the Senior Loan and on the first day of each month thereafter, a developer's fee in an amount not in excess of \$20,833.00 (the "Developer's Fee"); provided, however, that the Developer's Fee shall not exceed \$750,000.00 in the aggregate. Upon the occurrence and during the continuance of a Default, or upon the occurrence of an Event of Default that has not been waived by Lender, no further installments of the Developer's Fee may be paid.

(b) Section 9.3 of the Loan Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Notwithstanding any other provision of this Agreement or any other Loan Document, (i) on the date of the Disposition of the last Unit to be sold in Building 1, Borrower shall pay to Lender a Release Fee equal to the difference, if any, between \$1,450,000.00 and the sum of all Release Fees theretofore paid by Borrower to Lender; and (ii) not later than the date of the Disposition of the last Unit to be sold in Building 2, Borrower shall repay the Loan in full.

8. Loan Fee. Mortgagor shall pay to Mortgagee a loan fee in the amount of \$12,500.00 upon the disbursement of the Additional Disbursement.

9. Non-Impairment. Nothing herein contained shall impair the Note, the Loan Agreement, the Mortgage or any other Loan Document in any way, nor alter, waive, annul, vary, nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power, or remedy of Mortgagee, it being the intention of the parties hereto that the terms and provisions of the Note, the Loan Agreement, the Mortgage and each Loan Document shall continue in full force and effect except as expressly modified in connection herewith. All references in any of the Loan Documents to the Loan Agreement or any other Loan Document shall be deemed to refer to the Loan Agreement or such other Loan Document as modified by this Modification Agreement.

10. Date-Down Endorsement. Concurrently with the recording of this Modification Agreement in the office of the Cook County Recorder, Mortgagor shall cause to be delivered to Mortgagee a date-down endorsement to Mortgagee's loan title insurance policy covering the recording of this Agreement and showing no exceptions to title objectionable to Mortgagee.

11. Successors and Assigns. This Modification Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. Written Agreement. No extension, change, modification or amendment of any kind or nature whatsoever to or of this Modification Agreement shall be made or claimed by

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Mortgagor, and no notice of any extension, change, modification or amendment made or claimed by Mortgagor shall have any force or effect whatsoever, unless the same shall be reduced to writing and signed by the parties.

13. Expenses. Mortgagor hereby agrees to pay upon the demand of Mortgagor all expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection with the preparation of this Agreement; provided, however, that the amount of Mortgagee's attorneys' fees to be paid by Mortgagor shall be capped at \$5,000.00.

14. Waivers of Defenses and Claims. Mortgagor acknowledges that no defenses, offsets or counterclaims are, as of the date hereof, available to Mortgagor under the Note, the Loan Agreement, the Mortgage or any of the Loan Documents.

15. Counterparts. This Modification Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

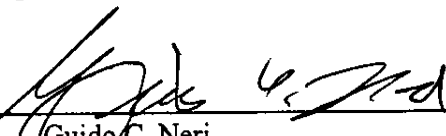
[SIGNATURE PAGE FOLLOWS]

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

MORTGAGOR:

BRYN MAWR PLACE, L.L.C., an Illinois limited liability company

By: Bryn Mawr Place, Inc., an Illinois corporation
Its: Manager

By: 
Guido C. Neri
Its: President

MORTGAGEE:

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation

By: _____
Its: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 28th day of June, 2001, before me personally appeared Guido C. Neri, the President of Bryn Mawr Place, Inc., an Illinois corporation (the "Corporation"), and the Manager of Bryn Mawr Place, L.L.C., an Illinois limited liability company, to me known to be the same person who signed the foregoing instrument as his act and deed as such President for the use and purpose therein mentioned, and that the said instrument is the act and deed of said Corporation in its capacity as manager of the LLC.

WITNESS my signature and official seal at Chicago, in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)



Notary Public

My Commission Expires: _____



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

10583258

MORTGAGOR:

BRYN MAWR PLACE, L.L.C., an Illinois limited liability company

By: Bryn Mawr Place, Inc., an Illinois corporation
Its: Manager

By: _____
Guido C. Neri
Its: President

MORTGAGEE:

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation

By:  _____
Its: **Authorized Signatory**

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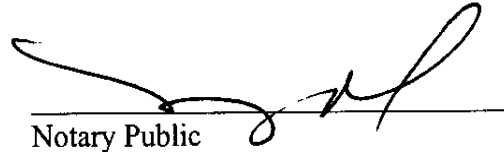
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STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher McKenna, Authorized Signatory of LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, who 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 the said instrument as his own free and voluntary act, the free and voluntary act of said corporation for the uses and purposes therein set forth.

_____ GIVEN under my hand and Notarial Seal this 28th day of June, 2001.



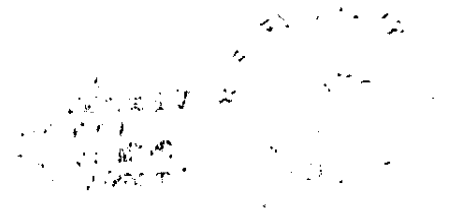
Notary Public

My Commission Expires:

MARYANN VENE
Notary Public, State of New York
No. 01VE6000184
Qualified in Richmond County
Commission Expires Dec. 8, 2001

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EXHIBIT "A"

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LEGAL DESCRIPTION

LOTS 16 TO 45, INCLUSIVE, IN CHICAGO'S FOREST RIDGE ESTATES, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: Vacant land at the intersection of Bryn Mawr Avenue and East River Road, Chicago, Illinois

PIN NOS. : 12-11-104-001-0000 12-11-104-002-0000
12-11-104-003-0000 12-11-104-004-0000
12-11-104-005-0000 12-11-104-006-0000
12-11-104-007-0000 12-11-104-008-0000
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12-11-104-013-0000 12-11-104-014-0000
12-11-104-015-0000 12-11-104-016-0000
12-11-104-017-0000 12-11-104-018-0000
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