

192 HYNES # 77-86-679-D1

This instrument prepared by
and after recording should be
returned to:



Matthew T. O'Connor, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601

(Space above line for Recorder's Use)

**FIRST AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT**

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THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into as of the 31st day of October, 2001 by LaSalle Bank National Association, a national banking association, as successor in interest to American National Bank and Trust Company of Chicago with its mailing address at 135 South LaSalle Street, Chicago, Illinois 60603, not personally, but as Trustee under Trust Agreement dated July 6, 1988 and known as Trust Number 105900-08 ("Land Trust"), and 3500 North Kostner Limited Partnership, an Illinois limited partnership ("Partnership") (collectively the Land Trust and the Partnership are referred to as the "Mortgagor"), in favor of LaSalle Bank National Association, a national banking association, f/k/a LaSalle National Bank ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee and Mortgagor entered into a Mortgage and Security Agreement dated as of February 26, 1999, which was recorded with the Recorder of Deeds of Cook County, Illinois on March 3, 1999 as Document Number 99203646 (the "Agreement"), whereby Mortgagor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated, lying and being in the City of Chicago, County of Cook and State of Illinois, and now desire to amend such Agreement pursuant to this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement

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TO-SEE X08

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are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. The Agreement is hereby amended as follows:

(a) The definitions of the terms "Guaranty", "Loan Agreement", "Mortgagee", "Note", "Reimbursement Agreement" and "Security Documents" in Section 1.1 are hereby amended and restated to read in their entirety as follows:

Guaranty: That certain Guaranty dated as of February 26, 1999 made by Michael Cohen in favor of the Lender, as amended by that certain Reaffirmation and First Amendment to Guaranty dated as of May 14, 2001 and that certain Reaffirmation and Second Amendment to Guaranty dated as of October 31, 2001, as further amended, modified or restated from time to time.

Loan Agreement: That certain Loan and Security Agreement dated as of February 26, 1999 between the Company and Mortgagee, as amended by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of May 14, 2001 and that certain Forbearance Agreement and Second Amendment to Loan and Security Agreement dated as of October 31, 2001, as may be further amended, restated or modified from time to time.

Mortgagee: LaSalle Bank National Association, a national banking association, f/k/a LaSalle National Bank.

Note: That certain Substitute Revolving Note dated as of October 31, 2001 made payable by the Company to Mortgagee in the maximum principal amount of Five Million Three Hundred Thousand Dollars (\$5,300,000), as the same may be amended, modified or substituted from time to time, and together with any renewals thereof or exchanges or substitutes therefor.

Reimbursement Agreement: That certain Amended and Restated Reimbursement Agreement dated as of May 26, 1999 among the Company, the Partnership and Mortgagee, as amended by that certain Forbearance Agreement and First Amendment to Amended and Restated Reimbursement Agreement dated as of May 14, 2001, as amended by that certain Forbearance Agreement and Second Amendment to Amended and Restated Reimbursement Agreement dated as of October 31, 2001, as further amended, modified or restated from time to time.

Security Documents: The Reimbursement Agreement, Loan Agreement, Note, this Mortgage, the Security Assignment of

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Beneficial Interest In Land Trust by Partnership in favor of Lender, and any and all other documents now or hereafter executed by Mortgagor or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the Obligations, together with all amendments, modifications and substitutions.

3. Representations and Warranties. The representations and warranties set forth in Section 3 and all covenants set forth in Sections 4 and 5 of the Agreement shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on February 26, 1999.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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10/11/11

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IN WITNESS WHEREOF, Mortgagor has duly executed this Amendment as of the date first above written.

LASALLE BANK NATIONAL
ASSOCIATION, as successor in interest to
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally, but
as Trustee under Trust Agreement dated July 6,
1988 and known as Trust Number 105900-08

By: *Reta Edwards*
Name: RETA A. EDWARDS
Its: TRUST OFFICER

3500 NORTH KOSTNER LIMITED
PARTNERSHIP, an Illinois limited partnership

By: *Michael Cohen*
Name: MICHAEL COHEN
Its: General Partner

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, conditions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee. Each of the individuals and all statements herein made are made in connection and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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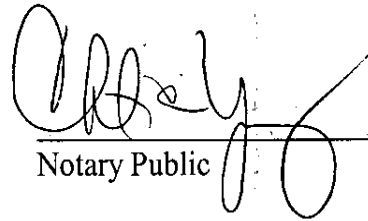
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STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

On this 7th day of MARCH, 2002, before me appeared TRUST OFFICER, to me personally known, who being by me duly sworn, did say that he/she is the RETA A. EDWARDS of LaSalle Bank National Association, as successor in interest to American National Bank of Chicago, acting as Trustee under Trust Agreement dated July 6, 1988 and known as Trust Number 105900-08 and not personally, and that said instrument was signed on behalf of said trust company pursuant to the written instruction of the holders of the power of direction thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Notary Public

My commission expires:

6-21-03



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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 2nd day of FEBRUARY, 2002, before me appeared MICHAEL COHEN ~~and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, to me personally known to be the general partners of 3500 North Kostner Limited Partnership, who being by me duly sworn, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as general partners of said limited partnership, as their free and voluntary act and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Margaret J. DiPietro
Notary Public

My commission expires:

4/27/03



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2025/10/24

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EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BUILDERS SQUARE SUBDIVISION, A RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ACCESS EASEMENT CREATED BY DECLARATION OF ACCESS AND UTILITY EASEMENTS DATED JULY 2, 1996 AND RECORDED JULY 17, 1996 AS DOCUMENT 96543626 MADE BY INTERNATIONAL PAPER COMPANY, A NEW YORK CORPORATION.

PARCEL 3:

ALL THAT PART OF W. EDDY STREET LYING SOUTH OF THE SOUTH LINE OF W. EDDY STREET VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, DECEMBER 30, 1952 AND RECORDED JANUARY 28, 1953 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 15535150, ALSO BEING DESCRIBED AS A LINE 17 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 20 TO 32, BOTH INCLUSIVE, AND THE SOUTH LINE OF LOT 20 PRODUCED EAST 7 FEET IN FRANK MCALISTER'S SUBDIVISION OF LOT 15, OF ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF LOT 1 IN BUILDERS SQUARE SUBDIVISION, A RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF LOT 20 PRODUCED SOUTH IN FRANK MCMASTER'S SUBDIVISION AFORESAID, LYING WEST OF THE WEST LINE OF LOT 14 IN ASSESSOR'S DIVISION AFORESAID, SAID PART OF PUBLIC STREET HEREIN VACATED, BEING FURTHER DESCRIBED AS THE SOUTH 49.0 FEET, MORE OR LESS, OF WEST EDDY STREET, LYING BETWEEN THE EAST LINE OF THE RIGHT OF WAY OF THE JOHN FITZGERALD KENNEDY EXPRESSWAY AND A LINE 32.0 FEET, MORE OR LESS, EAST THEREOF.

P.I.N.: 13-23-401-020-0000

Common Address: 3509 West Addison Street, Chicago, Illinois 60618

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6/13/2014