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Cook County Recorder 31.50

PREPARED BY AND
AFTER RECORDING RETURN TO:

Robert M. Mintz, Esq.
c/o Holland & Knight, L.L.P.
55 West Monroe Street, Suite 800
Chicago, IL 60603



PERMANENT INDEX NUMBERS:

14-19-424-017-1001 through 1003
14-19-424-017-1026 and 1031

PROPERTY ADDRESS:

3318 N. Lincoln Avenue
Units 1A, 1B, 1C, 4G and 5DE
Chicago, Illinois

AMENDMENT NO. 2 TO REVOLVING CREDIT MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS AMENDMENT NO. 2 is made as of February 11, 2002, by and between LaSALLE BANK NATIONAL ASSOCIATION, as successor trustee to Lakeview Trust and Savings Bank, not personally but as trustee under trust agreement dated October 5, 1977, and known as Trust No. 24-4447-00, having an office located at 135 South LaSalle Street, Chicago, Illinois (the "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, having its main office at 135 South LaSalle Street, Chicago, Illinois (the "Mortgagee"), and pertains to the real estate described in Exhibit A, attached hereto and made a part hereof.

RECITALS:

Mortgagor granted to Mortgagee that certain Revolving Credit Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of November 15, 2000, that was recorded on December 1, 2000 by the Cook County Recorder of Deeds as document number 0094-1347, as amended by that certain Amendment No. 1 thereto dated as of September 19, 2001, that was recorded on September 28, 2001 by the Cook County Recorder of Deeds as document number 0010-908-435 (collectively, the "Mortgage"). The Mortgage was granted as security for certain obligations to be paid by Nicholas G. Jannes, individually and as trustee of the Nicholas G. Jannes Trust dated January 19, 1982, as amended (the "Obligor"), which holds 100% of the beneficial interest of Mortgagor, pursuant to that certain Demand Revolving Note dated October 31, 2000, in the principal amount of Thirty Seven Million Dollars (\$37,000,000.00), as amended by that certain Demand Revolving Note dated September 19, 2001 in the principal amount of Nineteen Million Dollars (\$19,000,000.00), and as further amended by that certain

NO 11014605 DN

Amendment No. 1 to Demand Revolving Note dated the date hereof in the principal amount of Twenty Million One Hundred Thousand Dollars (\$20,100,000.00), and any and all replacements, extensions, modifications, renewals, amendments, substitutions, or restatements thereof (collectively, the "Note").

NOW, THEREFORE, in consideration of premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The terms "Note", "Indebtedness" and "Loan Documents" as used in the Mortgage shall be redefined to mean the Note, Indebtedness and Loan Documents as amended, revised or superseded.

2. The terms "Mortgage", "Security Agreement" and "Mortgage and Security Agreement" as used in the Mortgage shall be redefined to mean the Mortgage, Security Agreement and Mortgage and Security Agreement as amended, revised and superseded.

3. All references in the Mortgage to the sum of Forty Million Dollars (\$40,000,000.00) shall be redefined to mean the sum of Forty Million Two Hundred Thousand Dollars (\$40,200,000.00).

4. In all other respects, the Mortgage is in full force and effect and is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth.

This Amendment No. 2 to Mortgage is executed by LASALLE BANK NATIONAL ASSOCIATION (the "Bank"), not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Mortgagor or the bank personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and the Bank personally are concerned, the legal holder or holders of the Note and the owner or owners of the Indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the note provided or by action to enforce the personal liability of any other obligor of the Note or any guarantor.

IN WITNESS WHEREOF, Mortgagor executed this Amendment No. 2 to Mortgage the day and year first above written.

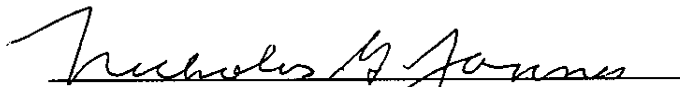
LASALLE BANK NATIONAL ASSOCIATION,
as trustee as aforesaid and not personally

By: 
Its: Trust Officer

JOINDER BY BENEFICIARY

Nicholas G. Jannes, Trustee of the Nicholas G. Jannes trust dated January 19, 1982 (the "Beneficiary") hereby joins in the execution of this Amendment No. 2 to Revolving Credit Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement (the "Mortgage") for the purpose of joining herein, making the assignments, grants of security interests, transfers and conveyances hereunder, and making, undertaking and agreeing to the covenants, agreements, obligations, representations and warranties herein.

IN WITNESS WHEREOF, the Beneficiary has executed this Joinder as of the date first appearing above.



NICHOLAS G. JANNES, individually and as trustee of the Nicholas G. Jannes trust dated January 19, 1982

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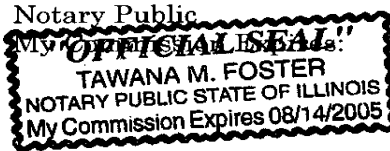
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Harriet Denisevicz ~~and~~ the Trust Officer, personally known to me and known by me to be the Trust Officer of LaSALLE BANK NATIONAL ASSOCIATION, as trustee as aforesaid, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as ~~her~~ free and voluntary act and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of February, 2002.

Tawana M. Foster



Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Patricia M. Rogers Notary Public in and for said County in the State aforesaid, do hereby certify that NICHOLAS G. JANNES, personally known to me and in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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EXHIBIT A**Legal Description:**

PARCEL 1
Unit 1A together with its undivided percentage interest in the common elements in Gallery Lofts Condominium as delineated and defined in the Declaration recorded as document no. 89188242, as amended from time to time in Block 6 in Gross North Addition to Chicago of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2
Unit 1B together with its undivided percentage interest in the common elements in Gallery Lofts Condominium as delineated and defined in the Declaration recorded as document no. 89188242, as amended from time to time in Block 6 in Gross North Addition to Chicago of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3
Unit 1C together with its undivided percentage interest in the common elements in Gallery Lofts Condominium as delineated and defined in the Declaration recorded as document no. 89188242, as amended from time to time in Block 6 in Gross North Addition to Chicago of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4
Unit 4G together with its undivided percentage interest in the common elements in Gallery Lofts Condominium as delineated and defined in the Declaration recorded as document no. 89188242, as amended from time to time in Block 6 in Gross North Addition to Chicago of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5
Unit 5DE together with its undivided percentage interest in the common elements in Gallery Lofts Condominium as delineated and defined in the Declaration recorded as document no. 89188242, as amended from time to time in Block 6 in Gross North Addition to Chicago of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Chicago, Illinois

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