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Document prepared
by and after
recording to be
returned to:

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**FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT
OF RENTS AND LEASES, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT**

This **FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (the "Agreement") is entered into as of the 6th day of June, 2002, by **DEARBORN MAPLE VENTURE, LLC**, an Illinois limited liability company ("Borrower") and **BUILDERS BANK**, an Illinois banking corporation ("Lender").

RECITALS

WHEREAS, Borrower executed and delivered to Lender that certain Mortgage Note dated December 28, 2001, in the original principal amount of Five Million Three Hundred Thousand and No/100 Dollars (\$5,300,000.00) (the "Note"). The loan described in the Note (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated December 28, 2001, from Borrower in favor of Lender, and recorded with the Recorder of Deeds of Cook County on January 29, 2002, as Document No. 0020115771 (the "Mortgage"). The Mortgage secures the real property described on **Exhibit A** attached hereto.

WHEREAS, Borrower now desires to modify the Mortgage to, among other things, secure payment of all amounts due under that certain Letter of Credit Application and Reimbursement Agreement of even date herewith from Borrower and Guarantor (as defined in the Note) and accepted by Lender (the "Reimbursement Agreement"), and the performance of all obligations related thereto; and

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WHEREAS, Lender, the legal owner of the Note and of the liens securing the same, at the request of Borrower has agreed to modify the Mortgage as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree to modify and renew the Mortgage as follows:

1. Representations and Warranties.

- a. Financial Statements. Borrower represents and warrants that all financial statements of Borrower heretofore delivered to Lender are true and correct representations of the financial condition of Borrower as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
- b. Violation of Laws. Borrower is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Note, the Mortgage, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.
- c. Taxes. Borrower has paid any and all federal, state, local and other taxes, assessments, fees and other governmental charges imposed upon Borrower or Borrower's assets which are due and payable.
- d. Disclosure of Adverse Facts. Borrower represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Borrower which have not been related in writing to Lender.
- e. Lawful Authority. Borrower possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Note, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.
- f. No Defaults, Offsets, etc. Borrower represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan documents evidencing the Loan; and (ii) there are no offsets, counterclaims or

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defenses with respect to the Note, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.

2. **Default.** Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in connection therewith or herewith.
3. **Additional Covenant.** Borrower and Lender acknowledge and agree that the manager of Borrower is a party to that certain Development Agreement (the "**Development Agreement**") dated October 28, 2000, between JDL Development Interest, LLC, an Illinois limited liability company ("**JDL**"), and SCI Illinois Services, Inc. Borrower and Lender further acknowledge that JDL is obligated to complete the Redevelopment (as defined in the Development Agreement) in accordance with the terms of the Development Agreement. Borrower covenants and agrees that it shall take all reasonable efforts to ensure that the Redevelopment is completed in accordance with the terms of the Development Agreement. Borrower further agrees that Lender shall have the right, at all times prior to the repayment in full of the Loan, to enter upon the Property (as defined in the Development Agreement), or cause its agents to enter upon the Property, and to complete, or cause to be completed, all or any portion of the Redevelopment. Borrower agrees to cooperate with Lender, and to cause JDL to cooperate with Lender, to ensure that the Redevelopment is completed in accordance with the terms of the Development Agreement.
4. **Obligations.** Borrower and Lender agree that the Mortgage, in addition to securing the obligations described therein, shall secure all amounts due and all of the obligations under the Reimbursement Agreement.
5. **Continuing Effect; Ratification.** Except as expressly modified as contemplated herein, Borrower expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
6. **Costs and Expenses.** Borrower shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewith.
7. **Final Agreement.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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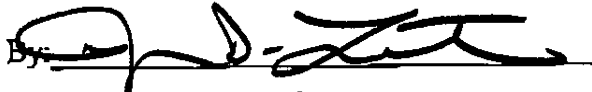
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- 8. Conflicts. In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.

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


BORROWER:

DEARBORN MAPLE VENTURE, LLC, an Illinois limited liability company


By: 
 Its: MANAGER

LENDER:

BUILDERS BANK, an Illinois banking corporation

By: 
 Its: B.V.P.

Property of Cook County Clerk's Office



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STATE OF ILLINOIS)

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) SS.

COUNTY OF COOK)

I, Kimberlie A King, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James D. Letchinger personally known to me to be the manager of JDL Development Interests, LLC, the manager of DEARBORN MAPLE VENTURE, LLC, as such manager, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, 2002.



Kimberlie A King
Notary Public

My commission expires: 12.29.04

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Kimberlie A King, a Notary Public in and for said County, in the State
 aforesaid, DO HEREBY CERTIFY that Charlene J Madura, personally known to me
 to be the Executive Vice President of **BUILDERS BANK**, is the same person whose name
 is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
 that she has signed and delivered the said instrument as her free and voluntary act as aforesaid,
 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, 2002.



Kimberlie King
 Notary Public

My commission expires: 12-29-04

Clerk's Office of Cook County

[Handwritten Signature]

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EXHIBIT A

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Legal Description

LOTS 1, 2, 3, 4 AND 5 IN SUBDIVISION OF LOT 4 IN BLOCK 16 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS.: 17-04-024-001, 002, 003, 004 AND 005

COMMON ADDRESS: 1035 NORTH DEARBORN STREET, CHICAGO, ILLINOIS