

This Document Prepared By
And After Recording Return To:



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

THIS AMENDMENT NO. 2 TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Amendment") is dated as of August 5, 2002, and is made by Two Eleven North Stetson, LLC, an Illinois limited liability company, with a mailing address c/o Kaiser Equities, 819 South Wabash Avenue, Suite 808, Chicago, Illinois 60605 ("Mortgagor"), in favor of American National Bank and Trust Company of Chicago, a national banking association, with a mailing address of 120 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the successor by conversion from Two Eleven North Stetson Limited Partnership, an Illinois limited partnership ("Two Eleven L.P.");

WHEREAS, Mortgagor was the beneficiary under Trust Agreement dated November 2, 1998, and known as Trust No. 124555-07 ("Trust");

WHEREAS, Lakeshore Athletic Club Illinois Center, LLC, an Illinois limited liability company ("Lakeshore"), was the successor by conversion from Lakeshore Athletic Club Illinois Center, L.P., an Illinois limited partnership ("Lakeshore L.P.") (Mortgagor and Lakeshore shall be collectively referred to herein as "Borrower");

WHEREAS, LaSalle Bank National Association ("Trustee") is successor trustee to American National Bank and Trust Company of Chicago, not personally, but in its capacity as trustee under the Trust;

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WHEREAS, Two Eleven L.P. previously executed and delivered to Mortgagee a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement made as of December 17, 1998 (the "Original Mortgage"), encumbering certain property more particularly described therein, including the real property which is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"). The Mortgage was recorded with the Cook County Recorder of Deeds on January 5, 1999, as document number 99006807. The Mortgage was previously amended by a certain Amendment No. 1 to Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of April 10, 2002 and recorded on July 3, 2002 as document number 00 20734942 (the "First Amendment", and, together with the Original Mortgage, the "Mortgage"),

WHEREAS, Trustee has conveyed fee title to the Property to Mortgagor pursuant to a certain Trustee's Deed dated July 29, 2002;

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to reflect Mortgagor's fee interest in the Property and to modify various definitions in the Mortgage and the other Loan Documents;

WHEREAS, in consideration for the modification of the Mortgage and the Loan Documents, Mortgagee has required that, among other requirements to be met, Mortgagor execute this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All references in the Mortgage and all of the other Loan Documents to the "Mortgage" shall, as of the date of this Amendment, be deemed references to the "Mortgage" as amended by this Amendment.
2. All references in the Mortgage and all of the other Loan Documents to the "Mortgagor" shall, as of the date of this Amendment, be deemed references to Two Eleven North Stetson, LLC, an Illinois limited liability company.
3. All references in the Mortgage and all of the other Loan Documents to "Trust", "Trustee" and "Beneficiary" shall be deemed references to Mortgagor.
4. All references in the Mortgage to the "Loan Documents" shall, as of the date of this Amendment, be deemed references to the "Mortgage" as amended by this Amendment, the Note, the Loan Agreement, that certain Environmental Indemnity Agreement made as of December 17, 1998, as amended by that certain Amendment No. 1 to Environmental Indemnity Agreement dated as of April 10, 2002, that certain Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust made as of December 17, 1998, as amended by that certain Amendment No. 1 to Security Agreement and Collateral Assignment of Beneficial

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Interest in Land Trust dated as of April 10, 2002, and all other documents and instruments executed and/or delivered as additional evidence of, or security for repayment of, the Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto.

5. Each and every representation of Two Eleven L.P. and Lakeshore L.P. set forth in the Mortgage is remade to Mortgagee by Mortgagor as of the date of this Amendment.

6. The Mortgage is hereby restated, reaffirmed and incorporated herein, except to the extent amended pursuant to the amendments expressly set forth in this Amendment. All terms not otherwise defined in this Amendment shall have the meanings given such terms in the Mortgage.

(SIGNATURES ARE CONTAINED ON THE FOLLOWING PAGE)

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


MORTGAGOR:

Two Eleven North Stetson, LLC, an Illinois limited liability company

By: The Lakeshore Centre Holdings, LLC, an Illinois limited liability company, its manager

By: Kaiser Equities, an Illinois limited partnership, a manager

By: Lake Shore Racquet Club, Inc., an Illinois corporation, its general partner

By: 
Name: WALTER KAISER
Its: L.S.R.C.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY THAT Walter Kautle VP of Lake Shore Racquet Club, Inc., an Illinois corporation, in the name of which the above and foregoing instrument was executed, appeared before me this day in person, and acknowledged before me that he/she signed and delivered the said instrument as a free and voluntary act, on behalf of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ~~26th~~ day of July 2007.

Greg J. Simon
Notary Public

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EXHIBIT A

Legal Description

PARCEL 1:

That part of the land lying East of and adjoining Fort Dearborn Addition to Chicago, being the whole of the South West Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the East line of North Stetson Avenue, 74.00 feet wide, as said North Stetson Avenue was dedicated by instrument recorded in the Recorder's Office of said Cook County on the 26th day of March 1984 as Document Number 27018355 with the North line of East Lake Street as said East Lake Street was dedicated by instrument recorded in said Recorder's Office on the 26th day of March, 1984 as Document Number 27018354; and running thence North along the East line of North Stetson Avenue (said East line being perpendicular to said North line of East Lake Street), a distance of 175.542 feet; thence East along a line perpendicular to said East line of North Stetson Avenue, a distance of 125.00 feet; thence South along a line parallel with said East line of North Stetson Avenue, a distance of 175.542 feet to an intersection with said North line of East Lake Street; thence West along said North line of East Lake Street, a distance of 125.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

Easement for pedestrian ingress and egress for the benefit of Parcel 1 as created by Deed recorded as Document 26751440, over the land described as follows:

Property and space lying above the upper limits of East Lake Street (as said East Lake Street was dedicated to the City of Chicago by instrument recorded in said Recorder's Office on the 26th day of March, 1984 as Document Number 27018354) and lying within the boundaries, projected vertically, of that part of East Lake Street described as follows:

Beginning at point of intersection of the East line of North Stetson Avenue, 74.00 feet wide, as said North Stetson Avenue was dedicated and conveyed to the City of Chicago by instrument recorded in said Recorder's Office on the 26th day of March, 1984, as Document Number 27018355, with the Center line of said East Lake Street; and running thence East along said center line of East Lake Street (said center line being perpendicular to said East line of North Stetson Avenue), a distance of 40.50 feet; thence North along a line parallel with the East line of North Stetson Avenue, a distance of 37.00 feet to an intersection with the North line of said East Lake Street; thence West along said North line of East Lake Street, a distance of 26.50 feet; thence South along a line parallel with said East line of North Stetson Avenue, a distance of 23.00 feet; thence West along a line perpendicular to the last described line, a distance of 14.00 feet to an intersection with said East line of North Stetson Avenue; thence South along said East line of North Stetson Avenue, a distance of 14.00 feet to the point of beginning, all in the South

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West Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Non-exclusive easement for the benefit of Parcel 1 as created in the stairway and vestibule easement agreement made by and between GO ACIC Associates Limited Partnership, an Illinois limited partnership and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 17, 1985 and known as Trust Number 64971, dated October 1, 1994 and recorded November 29, 1994 as Document 04002367 to use, maintain and repair the vestibule area as defined therein on Exhibit "C" as the "Vestibule Area".

Address: 211 North Stetson, Chicago, Illinois 60601

P.I.N. 17-10-316-024-0000

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