

HE #23000349 GIC

TCF NATIONAL BANK
First AMENDMENT
TO Commercial MORTGAGE



PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

MB F/N/A MNB as Successor
Trustee to TCF National Bank

This space reserved for Recorder's use only.

This First Amendment to Commercial Mortgage ("First Amendment") is dated as of December 10, 2002, and is made between Marquette Bank as successor trustee to Bank of Chicago as trustee under trust agreement number 94-9-5 dated September 22, 1994, ("Mortgagor") and TCF National Bank formerly known as TCF National Bank Illinois, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee dated as of December 3, 1997 and recorded December 4, 1997, as document number 97-913323 in the office of the County Recorder in and for Cook County, Illinois ("Mortgage") encumbering the real estate described on Exhibit A, attached hereto and made a part hereof.
2. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of (\$200,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on December 10, 2002. As of the date hereof, the outstanding principal balance due is \$126,899.32.
4. Mortgagor wishes to amend the terms of the Note and the Mortgage, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. That the third (3rd) and fourth (4th) paragraphs of page one (1) are hereby deleted in their entirety, and the following is substituted in their place:

INTEREST shall accrue on the unpaid principal balance of this Note from and after the date hereof at the rate of six and one-half percent (6.50%) per annum (Interest Rate). After the date of any default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4.00%) in excess of the then current Interest Rate (Default Rate). Bank may in its sole discretion adjust the installment payments (defined below) to accommodate payment of the Default Rate after a default is declared in accordance herewith. Interest on the Note shall be computed based on a 360 day calendar year for the actual number of days the principal balance is outstanding.

BOX 333-CTI

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PRINCIPAL AND INTEREST PAYMENTS (Installment Payments) on this Note shall be due and payable in equal monthly installments in the amount of Two Thousand Four Hundred Eighty-eight and no/100 dollars (\$2,488.00), based on a five (5) year fully amortized term, beginning on January 10, 2003 and continuing on the tenth day of each calendar month thereafter until December 10, 2007 (Maturity Date), at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5.00%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day.

2. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR: MB F/N/A MNB as Successor MORTGAGEE:
MARQUETTE BANK AS SUCCESSOR TRUSTEE TO BANK OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED 9/22/94 AND KNOWN AS TRUST NUMBER 94-9-5, AND NOT PERSONALLY
Trustee to TCF National Bank TCF NATIONAL BANK f/k/a TCF NATIONAL BANK ILLINOIS

BY: Robert A. Lorentz
ITS: TRUST OFFICER
BY: Mary Godinez
ITS: AS ST. SEC.

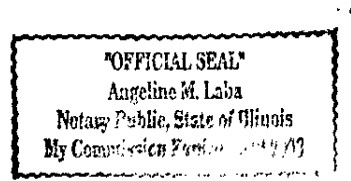
By: Gaylord R. Novak, SP
GAYLORD R. NOVAK
ITS: VICE PRESIDENT
By: Norene A. Medows
NORENE A. MEDOWS
ITS: COMMERCIAL CLOSING OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK)

This instrument is executed by the Marquette Bank not personally, but only as Trustee, and no liability is assumed by or shall be entered into by said Marquette Bank because of or on account of the making of this instrument.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT A. LORENTZ and MARY GODINEZ personally known to me to be the same persons whose names are as TRUST OFFICER and ASST. SEC., respectively, of MARQUETTE BANK, as trustee, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of January, 2003.



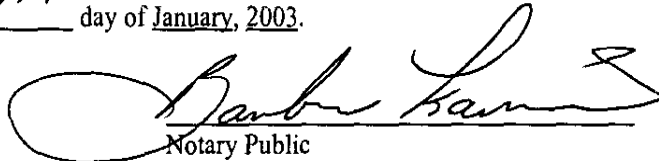
Angeline M. Laba
Notary Public

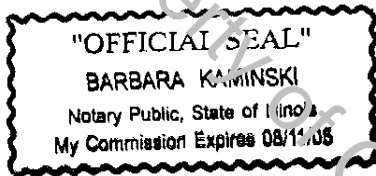
STATE OF ILLINOIS)

COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that GAYLORD R. NOVAK and NORENE A. MEDOWS, as VICE PRESIDENT and COMMERCIAL CLOSING OFFICER of TCF National Bank, a national banking association subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of January, 2003.


Notary Public



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EXHIBIT A

To

FIRST AMENDMENT TO COMMERCIAL MORTGAGE

DATED AS OF DECEMBER 10, 2002 BETWEEN

Marquette Bank as successor trustee to Bank of Chicago as trustee under trust agreement dated

9/22/94 and known as trust number 94-9-5

MB F/N/A MNB as Successor

AND

Trustee to TCF National Bank

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 56, 57, 58, 59, 60 AND 61 IN WALKER'S SUBDIVISION OF BLOCK 5 OF SAMUEL J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF ALL THAT PART LYING NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF THE EAST ½ OF SECTION 30 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2354-60 S. BLUE ISLAND, CHICAGO, IL 60614

P.I.N.: 17-30-206-061-0000

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