

**This Document Prepared By
and After Recording Return To:**

John W. Morse, Esq.
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30 South Wacker Drive
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Chicago, Illinois 60606



0025034020K

**FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called this "Amendment") is dated for reference purposes only as of January 28, 2003, by ASI, an Illinois not-for-profit corporation, as mortgagor, having its principal office at 2619 West Armitage Avenue, Chicago, Illinois ("Borrower"), as mortgagor, in favor of Cole Taylor Bank ("Lender"), as mortgagee, located at 111 West Washington Street, Chicago, Illinois 60602.

STATEMENT OF FACTS:

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A. Borrower is the owner of the land legally described on Exhibit "A" (the "Property").

B. Borrower has heretofore granted to Lender a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of April 30, 2002, which is a lien upon the Property, recorded in the office of the Cook County Recorder as document number 0020810869 (the "Existing Mortgage").

C. Borrower and Lender desire to amend the Existing Mortgage to reflect the extension of the maturity date of the exiting loan from Lender to Borrower.

NOW, THEREFORE, in consideration of the foregoing Statement of Facts, each of which is made a part hereof, the parties do hereby agree as follows:

1. Amendment to Existing Mortgage.

(a) Recitals B and C of the Existing Mortgage are hereby deleted in their entirety and the following is substituted therefor:

BOX 333-CT

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RECITALS:

B. Note. Borrower executed and delivered to Lender a promissory note in the original principal amount of \$850,000.00 (said note, as it may be amended, modified, extended, supplemented, restated or replaced from time to time is referred to herein as the "Note"), bearing a variable rate of interest as described in the Note or the Loan Agreement defined below (the "Interest Rate"). Upon the occurrence of an event of default and certain other circumstances, interest under the terms of the Note is charged at a default rate of interest (the "Default Rate"). The Note is incorporated herein by reference as if fully set forth herein. The Note is payable to the order of Lender at 111 West Washington Street, Chicago, Illinois 60602, and due and payable in full if not sooner paid on or before February 28, 2003, subject to acceleration as provided in the Note, this Mortgage, or the other Loan Documents defined below. All principal and interest on the Note are payable in lawful money of the United States of America at the office of Lender set forth above, or at such place as the holder thereof may from time to time appoint in writing.

C. Loan Documents. To evidence and secure the obligations and liabilities of Borrower to Lender in connection with the Loan, Borrower has executed and delivered to Lender the Note and this Mortgage. Borrower has also executed various other security agreements, assignments, certificates and indemnities relating to the obligations evidenced by the Note. The Note, this Mortgage, together with all such agreements, loan agreements, security agreements, assignments, certificates, indemnifications, documents, notes, guarantees, pledges, consents, contracts, notices, financing statements, hypothecation agreements, collateral assignments, mortgages, chattel mortgages, and instruments given to evidence or secure the indebtedness evidenced by the Note and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor or in lieu thereof, whether heretofore, now or hereafter executed by or on behalf of Borrower, any party who or which has guaranteed all or any portion of the indebtedness evidenced by the Note, or any other person or entity, delivered to Lender or any participant with respect to the Loan are collectively referred to herein as the "Loan Documents". The term "Loan Documents" shall also include (a) that certain Business Loan Agreement dated as of December 1, 2000, as it may be amended, modified, extended, supplemented, restated or replaced from time to time (the "Loan Agreement") by and between Lender and Borrower; and (b) the "Related Documents" (as defined in the Loan Agreement) as such Related Documents may be amended, modified, extended, supplemented, restated or replaced from time to time. Borrower, any person who has guaranteed all or any portion of the Loan, or any other party who is a party to any one or more of the Loan Documents are referred to collectively as the "Loan Parties."

(b) Section 4.5 is hereby amended by deleting the address of Lender in its entirety, and the following is substituted therefor:

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If to Lender: Cole Taylor Bank
111 West Washington Street
Chicago, Illinois 60602
Attn: Brett Mook, Senior Vice President

2. Modification of Terms. All references in this Mortgage and all other Loan Documents to the "Mortgage" or words of such import shall mean the Mortgage, as amended hereby.

3. Retification of Mortgage. From and after the date hereto, the Existing Mortgage shall be deemed to be amended and modified as provided herein, but, except as so amended and modified, the Existing Mortgage shall continue in full force and effect and the Existing Mortgage and the applicable provision of this Amendment shall be read, taken and construed as one and the same instrument. On and after the date hereof, the term "**the Mortgage**" or words of such import used in the Note, the Loan Agreement and all other Loan Documents shall mean the Existing Mortgage as amended hereby.

4. Amendment Supplementary. This Amendment is supplementary to the Loan Documents. All of the provisions of the Loan Documents, including without limitation the right to declare principal and accrued interest due for any cause specified in the Loan Documents, shall remain in full force and effect, and they are hereby reaffirmed, ratified and confirmed in their entirety and incorporated by reference as if fully set forth herein. The Mortgage and all rights and powers created thereby and thereunder or under such other documents are in all respects ratified and confirmed.

5. Illinois Credit Agreement Act. Borrower hereby agree that for purposes of this Mortgage and each and every other Loan Document: (i) this Mortgage and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 *et. seq.* (the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Mortgage and each and every other Loan Document; and (iii) any action on or in any way related to this Mortgage and each and every other Loan Document shall be governed by the Act.

6. Time of Essence. Time is declared to be of the essence in this Mortgage, the Note, and any Loan Documents and of every part hereof and thereof.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated for reference purposes only as of January 28, 2003, in Chicago, Illinois.

BORROWER:

ASI, an Illinois not-for-profit corporation

By: 
Marta Cerda, President

By: 
Rebecca Cruz, Executive Director

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29th day of January, 2003 personally appeared before me Marta Cerda, the President of ASI, an Illinois not-for-profit corporation, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that she signed and delivered the same on behalf of said corporation with authority, as her and the corporation's free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Emerita Nieves-Colon
Notary Public

My commission expires: March 15, 2006

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 29th day of January, 2003 personally appeared before me Rebecca Cruz, the Executive Director of ASI, an Illinois not-for-profit corporation, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that she signed and delivered the same on behalf of said corporation with authority, as her and the corporation's free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Emerita Nieves-Colon
Notary Public

My commission expires: March 15, 2006

EXHIBIT A

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Description of the Land

LOTS 6 AND 7 IN E. S. TALBOT'S RESUBDIVISION OF LOTS 3 TO 9 INCLUSIVE, IN BLOCK 1 IN YOUNG AND TALBOT'S SUBDIVISION OF LOTS 1, 2, 3, 8 AND 9 IN BLOCK 1 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address:

**2619 West Armitage Avenue
Chicago, Illinois 60647**

PIN: 13-36-402-049-0000

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