Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 06/02/2003 08:18 AM Pg: 1 of 4

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Pearl A. Zager, Esq. Vedder, Price, Kaufman & Kammholz 222 North LaSalle Street, Suite 2500 Chicago, Illinois 60601-1003

8079399, 6VZ, D2

(Space above line for Recorder's Use)

AMENDMENT TO NOTE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS AND OTHER DOCUMENTS

This AMENDMENT TO NOTE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS AND OTHER DOCUMENTS (herein called this "Amendment") is made as of May 20, 2003 by Arpac Buildings Company, L.L.C., a Delaware limited liability company, successor by perger to 9555 Irving Park, L.L.C., a Delaware limited liability company (hereinafter, together with its successor and assigns, called "Mortgager"), in favor of Cole Taylor Bank (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSFTH:

This Amendment amends or restates certain provisions of that certain Mortgage, Security Agreement and Assignment of Leases and Rents dated March 17, 2003, made by 9555 Irving Park, L.L.C. ("9555") in favor of Mortgagee encumbering the Premises described therein including, but not limited to, the Land legally described in Exhibit A attached hereto and hereby made a part hereof, which instrument was recorded in Cook County, Illinois on March 26, 2003, as Document No. 0030409023 ("Original Mortgage," as amended further from time to time, the "Mortgage").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, Mortgagor does hereby covenant with and for the benefit of Mortgagee as follows:

- 1. Mortgagor hereby assumes all of 9555's liabilities and obligations under and agrees to be bound by the following instruments or agreements dated as of March 17, 2003 and executed by 9555 as evidence or security for the loan secured by the Original Mortgage:
 - (a) Installment Note Secured by Mortgage in the original principal amount of \$1,500,000.00.
 - (b) Original Mortgage.



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- Environmental Indemnity Agreement. (c)
- Subordination, Non-Disturbance and Attornment Agreement. (d)
- The term "Mortgage" as used in the Original Mortgage or this Amendment or any 2. other Loan Document shall mean, collectively, the Original Mortgage and this Amendment as they may be amended further from time to time.
- Any capitalized term used but not specifically defined in this Amendment shall have the meaning set forth therefor in the Original Mortgage.
- ept and ren.

 Of Cook Columns Clerk's Office Except as specifically amended and restated in this Amendment, the Original Mortgage sha't be and remain in full force and effect.

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[AMENDMENT TO NOTE AND MORTGAGE SIGNATURE PAGE]

IN WITNESS WHEREOF, Mortgagor has caused this Amendment to be duly executed and acknowledged under seal the day and year first above written.

Mortgagor:

ARPAC BUILDINGS COMPANY, L.L.C., a Delaware limited liability company DOOD OF By: **ACKNOWLEDGMENT** STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Michael Levy, personally known to me to be the Manager of Arpac Buildings Company, L.L.C., a Delaware limited liability company and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as such Manager of said company, pursuant to aud crity given by said company, as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 19 day of May, 2003 Notary Public Print Name: Isabell A. Dattolo My commission expires: Resident of Kane County, State of Illinois

Official Seal Isabell A. Dattolo Notary Public State of Illinois My Commission Expires 6/8/05

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Legal Description

LOT 1 IN IRVING PARK ROAD SUBDIVISION BEING A SUBDIVISION OF PART OF SECTIONS 15 AND 16 IN TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1995 AS DOCUMENT 95727017.

COMMON ADDRESS:

9555 h. SCHILLE.

12-16-415-042

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P.I.N.: