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NAB Loan No. 59410-11

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

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2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602



Doc#: 0420527063
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 07/23/2004 12:08 PM Pg: 1 of 5

**AMENDMENT NO. 1 TO COMMERCIAL MORTGAGE –
RICHVIEW PARKSHORE, LLC**

Amendment No. 1 to Mortgage dated as of July 1, 2004 is made by **RICHVIEW PARKSHORE, LLC**, an Illinois limited liability company ("Mortgagor") and **NAB BANK** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit "A" attached hereto and made a part hereof.

P R E A M B L E

Mortgagor gave to Mortgagee that certain Commercial Mortgage dated June 27, 2002, which was recorded on July 16, 2002 in the office of the Cook County Recorder of Deeds as Document No. 0020771785 (the "Mortgage"). The Mortgage originally secured the repayment of a note in the amount of \$750,000. Mortgagor has now requested that Mortgagee extend an additional \$2,000,000 worth of credit to Mortgagor (for an aggregate of \$2,750,000) and Mortgagee is willing to do so provided that the Mortgage shall secure the repayment of the full \$2,750,000 and other amounts described herein.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. The first "Whereas" recital of the Mortgage is hereby deleted in its entirety and replaced by the following:

CTZ 8217265 E Greene 206B1 No Abs

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“WHEREAS, Mortgagor has executed and delivered to Mortgagee a Construction Line of Credit Secured Note/Adjustable Rate dated as of the date of Amendment No. 1 to this Mortgage in the original principal amount of Two Million Seven Hundred Fifty Thousand and no/100ths Dollars (\$2,750,000.00) (the "Mortgage Note").

WHEREAS, this Mortgage is being executed and delivered in connection with that certain Construction Loan Agreement dated as of the date of Amendment No. 1 to this Mortgage between Mortgagor, and Mortgagee (the "Loan Agreement");

WHEREAS, the Mortgage Note evidences a "line of credit" loan and this Mortgage secures not only the indebtedness from the Mortgagor and the Mortgagee existing on the date of this Mortgage, but also all future advances under said line of credit loan (or any extension, substitution, renewal or amendment thereto), whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, even though there may be no advance under the line of credit loan made at the time of the execution of this Mortgage and even though there may be no indebtedness outstanding under the line of credit loan at the time any advance is made.

2. The term "Mortgage Note" as used in the Mortgage shall be redefined to mean and include the Mortgage Note described in Section 1 above. Further, in addition to all other amounts described in the Mortgage, the term "Liabilities" as used in the Mortgage shall be deemed to include all of the amounts due and payable under the Mortgage Note as such term is redefined herein, as well as any substitutions, renewal, replacements or amendments thereto.

3. All references in the Mortgage to the Mortgage shall mean the Mortgage as amended by this Amendment and as may be further amended and/or restated from time to time.

4. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

5. This Amendment may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

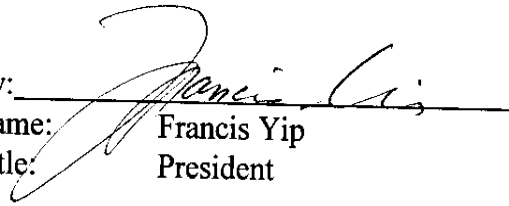
MORTGAGOR:

RICHVIEW PARKSHORE , LLC, an Illinois limited liability company

Address:

3016 South Halsted Street
Chicago, Illinois 60608


By: Richview II, Inc., an Illinois corporation,
Its Manager

By: 
Name: Francis Yip
Title: President

MORTGAGEE:
NAB BANK

Address:

222 West Cermak Road
Chicago, Illinois 60616

By: 
Name: STEVEN L. ERICKSON
Title: SR VP

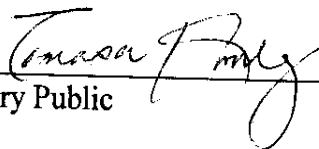
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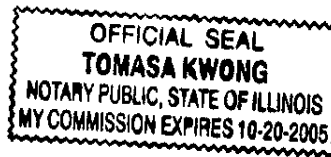
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francis Yip, the President of Richview II, Inc., the Manager of RICHVIEW PARKSHORE, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of July, 2004.



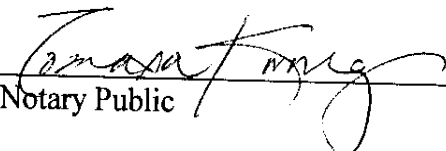
Notary Public



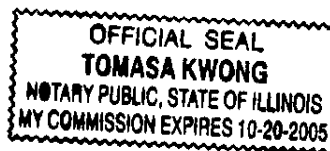
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francis Yip a _____ of NAB BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged before me that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of July, 2004.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 6, 7 AND 8 IN BLOCK 19 IN SOUTH BRANCH ADDITION TO CHICAGO, BEING THE SOUTH EAST FRACTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE 15 ACRES FROM THE WEST SIDE AND 8 ACRES FROM THE NORTH END THEREOF) IN COOK COUNTY, ILLINOIS

P.I.N.: 17-28-115-022-0000

COMMON ADDRESS: SOUTHEAST CORNER OF 24TH STREET AND NORMAL CHICAGO, ILLINOIS

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