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NAB Loan No. 59410-11

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

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Suite 1300
Chicago, Illinois 60603



Doc#: 0420527064
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 07/23/2004 12:09 PM Pg: 1 of 5

**AMENDMENT NO. 1 TO ASSIGNMENT OF LEASES AND RENTS—
RICHVIEW PARKSHORE, LLC**

Amendment No. 1 to Assignment of Leases and Rents dated as of July 1, 2004 is made by **RICHVIEW PARKSHORE, LLC** ("Borrower") and **NAB BANK** ("Lender"). 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:

Borrower gave to Lender that certain Assignment of Leases and Rents dated June 27, 2002, which was recorded on July 16, 2002 in the office of the Cook County Recorder of Deeds as Document No. 0020771786 (the "Assignment"). The Assignment originally secured the repayment of a note in the amount of \$750,000. Borrower has now requested that Lender extend an additional \$2,000,000 worth of credit to Borrower (for an aggregate of \$2,750,000) and Lender is willing to do so provided that the Assignment 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, Borrower agrees as follows:

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

Box 333

QTT 8/17/05 5:00 PM 2005 NO ABS

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

2. The following new paragraph is added after the third “Whereas” recital of the Assignment:

“WHEREAS, the Mortgage Note evidences a “line of credit” loan, and this Assignment secures not only the indebtedness from the Borrower to the Lender existing on the date of this Assignment, 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 Lender, or otherwise, as are made within twenty years from the date of this Assignment, to the same extent as if such future advances were made on the date of the execution of this Assignment, even though there may be no advance under the line of credit loan made at the time of the execution of this Assignment and even though there may be no indebtedness outstanding under the line of credit loan at the time any advance is made.”

3. The term “Mortgage Note” as used in the Assignment 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 Assignment, the term “Liabilities” as used in the Assignment 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.

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

5. In all other respects, the Assignment 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 Assignment shall have the same meanings herein as therein.

6. 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.

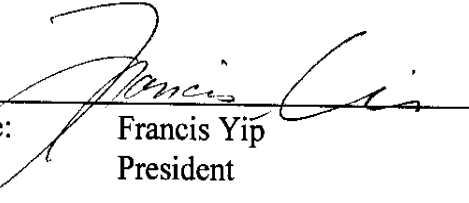
BORROWER:

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. FRIERBE
Title: SEVP

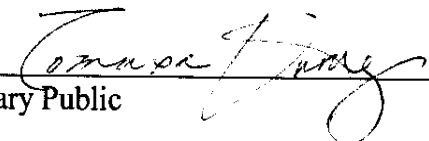
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

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.

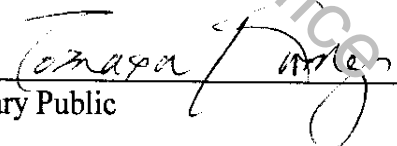


 Notary Public

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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