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1213-1229 West Diversey Avenue
Loan No. 50-2806613

DIVERSEY II, L.L.C.,
as Mortgagor



Doc#: 0421239087
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 07/30/2004 02:10 PM Pg: 1 of 8

to

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Mortgagee

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

Dated as of July 26, 2004

PREPARED BY AND UPON RECORDATION RETURN TO:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Edward S. Booher, Jr., Esq.

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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made and entered into as of the 26th day of July, 2004, by and between

DIVERSEY II, L.L.C., an Illinois limited liability company (the "Mortgagor"); and

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the "Mortgagee").

RECITALS:

WHEREAS, Mortgagor executed a Mortgage and Security Agreement (the "Mortgage") for the benefit of Mortgagee dated as of May 20, 2004, and recorded as Instrument No. 0414220108 with the Cook County Recorder of Deeds, covering the Mortgaged Property;

WHEREAS, Mortgagor and Mortgagee wish to amend the Mortgage in order to cross-collateralize and cross-default certain other mortgage loans with the loan evidenced by the Note and secured by the Mortgage, all as more particularly set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Mortgage.

NOW, THEREFORE, the Mortgagor and the Mortgagee hereby agree as follows:

1. Section 4.35 of the Mortgage is hereby amended as follows:

(a) The words "the Lender" in subparagraphs (a), (b), (c) and (d) are deleted and replaced with the word "Mortgagee".

(b) The word "and" is deleted at the end of subparagraph (c).

(c) The period is deleted at the end of subparagraph (d) and replaced with a semicolon.

(d) The following new subparagraphs (e), (f), (g), (h) and (i) are added immediately following subparagraph (d):

"(e) Loan in the original principal amount of \$14,198,000.00 evidenced by a Promissory Note executed by Wrightwood II, L.L.C. and payable to the Mortgagee dated of even date herewith, in such principal amount, secured by property located in Cook County, Illinois ("Wrightwood II Loan");

(f) Loan in the original principal amount of \$14,240,000.00 evidenced by a Promissory Note executed by Elm II, L.L.C. and payable to the Mortgagee dated of even date herewith, in such principal amount, secured by property located in Cook County, Illinois ("Elm II Loan");

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(g) Loan in the original principal amount of \$20,207,000.00 evidenced by a Promissory Note executed by Delaware II, L.L.C. and payable to the Mortgagee dated of even date herewith, in such principal amount, secured by property located in Cook County, Illinois ("Delaware II Loan");

(h) Loan in the original principal amount of \$30,051,000.00 evidenced by a Promissory Note executed by 4100 Marine, L.L.C. and payable to the Mortgagee dated of even date herewith, in such principal amount, secured by property located in Cook County, Illinois ("4100 Marine Loan"); and

(i) Loan in the original principal amount of \$17,520,000.00 evidenced by a Promissory Note executed by Wrightwood III, L.L.C. and payable to the Mortgagee dated of even date herewith, in such principal amount, secured by property located in Cook County, Illinois ("Wrightwood III Loan")."

2. Section 2.1(n) is hereby amended as follows:

(a) The word "or" immediately following the words "the Deming I Loan" is deleted and replaced with a comma.

(b) Immediately following the words "the Wrightwood IV Loan," the following words are inserted: "the Wrightwood II Loan, the Wrightwood III Loan, the Elm II Loan, the Delaware II Loan or the 4100 Marine Loan,"

3. As expressly modified hereby, the terms and conditions of the Mortgage remain in full force and effect.

4. This First Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Illinois.

5. This First Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this First Amendment may be detached from any counterpart of this First Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this First Amendment identical in form hereto but having attached to it one or more additional signature pages.

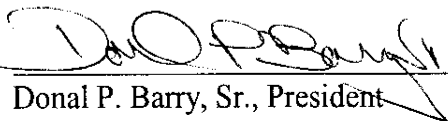
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IN WITNESS WHEREOF the Mortgagor and the Mortgagee have executed this First Amendment as of the day and year first above written.

MORTGAGOR:

DIVERSEY II, L.L.C.,
an Illinois limited liability company

By: Diversey II Management SPE, Inc.,
an Illinois corporation,
its Managing Member

By: 
Donal P. Barry, Sr., President

MORTGAGEE:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF the Mortgagor and the Mortgagee have executed this First Amendment as of the day and year first above written.

MORTGAGOR:


DIVERSEY II, L.L.C.,
an Illinois limited liability company

By: Diversey II Management SPE, Inc.,
an Illinois corporation,
its Managing Member

By: _____
Donal P. Barry, Sr., President

MORTGAGEE:

WACHOVIA BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Edward R. Gras
Title: Director

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donal P. Barry, Sr., personally known to me to be the President of Diversey II Management SPE, Inc., the managing member of DIVERSEY II, L.L.C., 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 that as such President he signed and delivered the said instrument as managing member of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of July, 2004.

 Notary Public

My Commission Expires: 8/31/04



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this _____ day of July, 2004, by _____, _____ of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: _____

 Notary Public

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donal P. Barry, Sr., personally known to me to be the President of Diversey II Management SPE, Inc., the managing member of DIVERSEY II, L.L.C., 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 that as such President he signed and delivered the said instrument as managing member of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of July, 2004.

 Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 26th day of July, 2004, by Edward L. Hens, Director of Wachovia Bank, National Association, a national banking association, on behalf of the association.

My Commission Expires: 8/28/2006

[Signature]
 Notary Public

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EXHIBIT A

Legal Description:

LOTS 1, 2, 3, AND 4 IN F. H. DOLAND'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 1213-29 West Diversey Avenue, Chicago, Illinois

Tax No.: 14-29-306-001 Vol. No.: 489

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