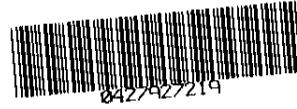


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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Bell, Boyd & Lloyd LLC
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
Terrence E. Budny, Esq.

CASE# 02-18286



Doc#: 0427927219
Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 10/05/2004 04:33 PM Pg: 1 of 10

This space reserved for Recorder's use only

SECOND MODIFICATION OF LOAN DOCUMENTS

THIS SECOND MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 19th day of August, 2004, by and between FULLERTON-KIMBALL, LLC, an Illinois limited liability company ("Borrower"), THOMAS J. GAMSJAEGER, HOWARD E. NATINSKY, GERALD L. NUDO and LAURENCE H. WEINER (individually and collectively, "Guarantor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Lender").

Recitals

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of up to THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$3,700,000) pursuant to the terms and conditions of a Construction Loan Agreement dated as of February 25, 2003, between Borrower and Lender, as amended by that certain Modification of Loan Documents (the "Modification") among Borrower, Guarantor and Lender dated January 15, 2004, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on March 22, 2004, as Document No. 0408241005 (the "Loan Agreement", all terms not otherwise defined herein having the meanings set forth in the Loan Agreement), and as evidenced by a Promissory Note dated February 25, 2003, in the principal amount of the Loan made payable by Borrower to the order of Lender, as amended by the Modification ("Note").

B. The Note is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated February 25, 2003, from Borrower to Lender recorded with the Recorder on March 27, 2003, as Document No. 0030415509, as amended by the Modification ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated February 25, 2003, from Borrower to Lender and recorded in the Recorder's Office on March 27, 2003, as Document No. 0030415510, as amended by the Modification (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated February 25, 2003, from Borrower and Guarantor to

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Lender, as amended by the Modification (the "Indemnity Agreement"); (iv) that certain Guaranty of Payment and Completion dated February 25, 2003, from Guarantor to Lender, as amended by the Modification (the "Guaranty"); and (v) certain other loan documents, as amended by the Modification (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended by the Modification, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower, Lender and Guarantor desire to amend the Loan Documents in accordance with the provisions of this Agreement.

Agreements

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date**. The Maturity Date is hereby extended to February 19, 2005. All references in this Agreement, the Mortgage, the Note and the other Loan Documents to the Maturity Date shall be deemed references to February 19, 2005.

2. **Representations and Warranties of Borrower**. Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Agreement and the other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and to the actual knowledge of Borrower there is no event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Loan Agreement, the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

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(f) Borrower has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

(g) The Co-Managers of Borrower have the requisite power and authority to execute and deliver this Agreement on behalf of Borrower as its Co-Managers. The execution and delivery of this Agreement by the Co-Managers of Borrower on behalf of Borrower have been duly authorized by all requisite action by or on behalf of Borrower.

3. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Lawyers Title Insurance Corporation to issue, with respect to Lender's title insurance policy No. 02-18286 (the "Title Policy"), a date-down endorsement covering the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

4. **Reaffirmation of Guaranty and Indemnity Agreement.** Guarantor ratifies and affirms the Guaranty and the Indemnity Agreement and agrees that the Guaranty and the Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty and the Indemnity Agreement are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty and Indemnity Agreement continue to be the valid and binding obligations of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

5. **Expenses; Loan Extension Fee.** As a condition precedent to the agreements contained herein, Borrower shall pay to Lender a loan extension fee in the amount of \$12,333, and shall also pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

6. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it or he has been advised by its or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering

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this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Agreement", "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's and Guarantor's obligations under this Agreement.

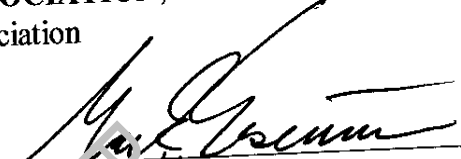
SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.


LENDER:

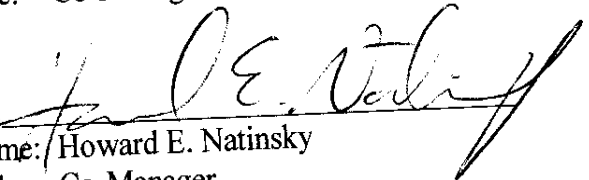
LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Mark Eisenmann
Title: AVP

BORROWER:

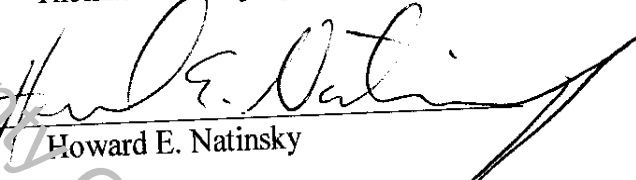
FULLERTON-KIMBALL, LLC, an Illinois limited liability company

By: 
Name: Thomas J. Gamsjaeger
Title: Co-Manager

By: 
Name: Howard E. Natinsky
Title: Co-Manager

GUARANTOR:


Thomas J. Gamsjaeger


Howard E. Natinsky

Gerald L. Hudo

Laurence H. Weiner

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

BORROWER:

FULLERTON-KIMBALL, LLC, an Illinois limited liability company

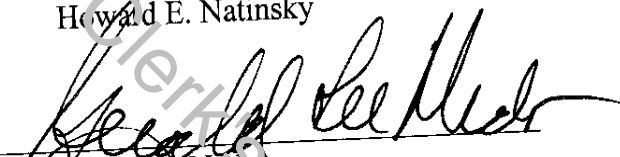
By: _____
Name: Thomas J. Gamsjaeger
Title: Co-Manager

By: _____
Name: Howard E. Natinsky
Title: Co-Manager

GUARANTOR:

Thomas J. Gamsjaeger

Howard E. Natinsky



Gerald L. Nudis

Laurence H. Weiner

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, MARIA T. ESPARZA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARC ESPARZA, AVP of LaSalle Bank National Association, who is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of September, 2004.

Maria T. Esparza
Notary Public

My Commission Expires: 4/29/07



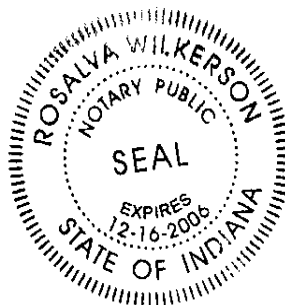
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rosalva Wilkerson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Gamsjaeger and Howard E. Natinsky, Co-Managers of Fullerton-Kimball, LLC, an Illinois limited liability company, who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Co-Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24th day of September, 2004.

Rosalva Wilkerson
Notary Public

My Commission Expires: 12-16-2006



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STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I Rosalva Wilkerson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Gamsjaeger, who is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 2004.

Rosalva Wilkerson
Notary Public



My Commission Expires: 12-16-06

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I Rosalva Wilkerson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Howard E. Natinsky, who is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 2004.

Rosalva Wilkerson
Notary Public



My Commission Expires: 12-16-06

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I TERESA E. POTTER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald L. Nudo, who is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 2004.



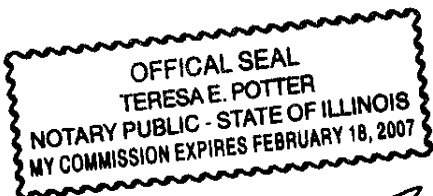
Teresa E. Potter
Notary Public

My Commission Expires: 2/18/07

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I TERESA E. POTTER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurence H. Weiner, who is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 2004.



Teresa E. Potter
Notary Public

My Commission Expires: 2/18/07

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EXHIBIT A

THE PROPERTY

PARCEL 1:

LOT 54 AND 55 IN DEZENG'S LOGAN SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 56 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 57 IN THE WEST 3 FEET OF LOT 58 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 22 FEET OF LOT 58 AND WEST 5 FEET OF LOT 59 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 19 FEET OF LOT 59 AND THE WEST 9 FEET OF LOT 60 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST SIXTEEN (16) FEET OF LOT SIXTY (60) AND ALL OF LOT SIXTY ONE (61) AND THE WEST FIFTEEN (15) FEET OF LOT SIXTY TWO (62) IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK THREE (3) IN GARRETT'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s:	13-26-427-029-0000 (Parcel 1)
	13-26-427-030-0000 (Parcel 2)
	13-26-427-031-0000 (Parcel 3)
	13-26-427-032-0000 (Parcel 4)
	13-26-427-033-0000 (Parcel 5)
	13-26-427-034-0000 (Parcel 6)

Property commonly known as: Northeast corner of Kimball and Fullerton, Chicago, Illinois.