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This document prepared by and after recording return to:

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Bell, Boyd & Lloyd LLC
70 West Madison
Suite 3300
Chicago, Illinois 60602

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Doc#: 0428627079
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 10/12/2004 11:25 AM Pg: 1 of 7

RECORDING FEE \$36

DATE 10-12-04 COPIES 6

OK BY C. Felz

AMENDMENT TO LOAN DOCUMENTS

This AMENDMENT TO LOAN DOCUMENTS (the "Amendment") is made as of the 14th day of September, 2004, by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), and STATE-WALTON LLC, an Illinois limited liability company ("Borrower") and JAIME J. JAVORS ("Guarantor").

Recitals

A. Lender has made a loan to Borrower in the principal amount of FIVE MILLION THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$5,335,000) (the "Loan") pursuant to a Construction Loan Agreement between Borrower and Lender dated March 12, 2003 ("Loan Agreement"). Initially capitalized terms used in this Amendment and not expressly defined herein have the meanings given them in the Loan Agreement.

B. The Loan is evidenced by a Promissory Note dated as of March 12, 2003 ("Note"), in the principal amount of 5,335,000 from Borrower to Lender, and is secured by, among other things, a Construction Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from Borrower to Lender dated as of March 12, 2003, and recorded April 23, 2003, with the County Recorder of Cook County, Illinois as Document No. 0311311130 (the "Mortgage"), and an Assignment of Rents and Leases recorded April 23, 2003, with the County Recorder of Cook County, Illinois as Document No. 0311311131.

The Mortgage and Assignment of Rents and Leases encumber the real estate legally described in Exhibit A attached hereto and made a part hereof (the "Land").

C. The Loan is further secured by a Guaranty of Payment dated March 12, 2003, from Guarantor to Lender (the "Guaranty").

D. Lender and Borrower desire to extend the Maturity Date and to amend the Loan Agreement, Mortgage, Note and other Loan Documents accordingly, on the terms and conditions set forth in this Amendment.

Agreements

In consideration of the Recitals set forth above, which by this reference are made a part of this Amendment, the mutual covenants and agreements set forth herein, and other good and

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valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows:

1. Extension of Maturity Date. The Maturity Date, as defined in the Loan Agreement, is extended to December 14, 2004.

2. Amendment to Loan Agreement. In Section 1.1 of the Loan Agreement, the definition of "Maturity Date" is deleted and the following is substituted in its place:

"Maturity Date. December 14, 2004."

3. Amendment to Note. In paragraph 3.1(b) of the Note, the phrase "the date which is exactly eighteen (18) months after the Loan Opening Date" is deleted and the phrase "December 14, 2004" is inserted in its place.

4. Amendment to Mortgage. In Paragraph A of the Recitals to the Mortgage the phrase "the date which is exactly eighteen (18) months after the Loan Opening Date" is deleted and the phrase "December 14, 2004" is inserted in its place.

5. Amendment to Assignment of Rents and Leases and Other Loan Documents. The Assignment of Rents and the other Loan Documents are amended to provide that all references therein, if any, to the Maturity Date, shall constitute references to the Maturity Date as extended pursuant to this Amendment.

6. Consent and Ratification of Guarantor. In consideration of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby acknowledge and consent to the execution of this Amendment by the parties hereto and to all of the terms, conditions and provisions hereof. The Guaranty is amended to provide that all references in the Guaranty to any one or more of the Loan Documents shall be deemed references to such Loan Documents as amended by this Amendment. Guarantor acknowledges and agrees that the Guaranty remains in full force and effect, as amended by this Amendment. Guarantor also agrees that as of the date of this Amendment it has no defense, set-off or counterclaim to or against enforcement of the Guaranty, as amended hereby, in accordance with its respective terms.

7. Consent and Ratification of Indemnitor. In consideration of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor (as defined in the Environmental Indemnity Agreement dated as of March 12, 2004, from Borrower and Guarantor to Lender) does hereby acknowledge and consent to the execution of this Amendment by the parties hereto and to all of the terms, conditions and provisions hereof. The Environmental Indemnity Agreement is amended to provide that all references in the Environmental Indemnity Agreement to any one or more of the Loan Documents shall be deemed references to such Loan Documents as amended by this Amendment. Indemnitor acknowledges and agrees that the Environmental Indemnity Agreement remains in full force and effect, as amended by this Amendment. Indemnitor also agrees that as of the date of this Amendment it has no defense, set-off or counterclaim to or against enforcement of the Environmental Indemnity Agreement, as amended hereby, in accordance with their respective terms.

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8. Reaffirmation of Representations and Warranties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Mortgage, Note and the other Loan Documents, as amended hereby, remain true and correct in all respects as of the date hereof.

9. No Default. Borrower hereby certifies and confirms to Lender that no Event of Default or event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, has occurred and is continuing.

10. Ratification of Mortgage, Note and Other Loan Documents. Borrower hereby ratifies and reaffirms the Mortgage, Note and other Loan Documents, as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower hereby acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Mortgage, Note or other Loan Documents, as amended hereby.

11. Full Force and Effect. The Mortgage, Note and other Loan Documents, as amended hereby, shall remain in full force and effect in accordance with their respective terms and provisions.

12. Binding Obligation. This Amendment and the Mortgage, Note and other Loan Documents, as amended hereby, are and shall continue to be binding on Borrower and its successors and assigns, and inure and shall continue to inure to the benefit of Lender and its successors and assigns.

13. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Amendment, and all legal fees of Lender's counsel in connection herewith and the enforceability of this Amendment against Lender is conditioned upon payment of said costs and expenses.

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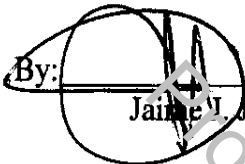
Lender and Borrower have executed this Amendment to Loan Documents as of the date first above written.



BORROWER

LENDER

STATE-WALTON LLC, an Illinois limited liability company

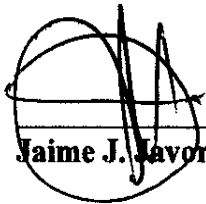
LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By:  _____
Jaime J. Javors, its Manager

By:  _____
Its:  _____

Guarantor has executed this Amendment to Loan Documents with respect to Sections 6 and 7 as of the date first above written.

GUARANTOR

 _____
Jaime J. Javors, individually

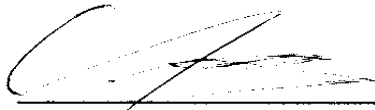
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

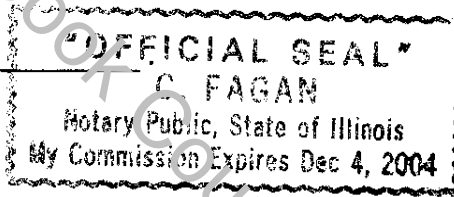
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **Jaime J. Javors**, the Manager of State-Walton LLC, an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 4th day of October, 2004.



Notary Public

My commission expires _____



STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

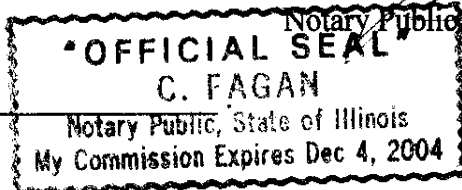
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Jaime J. Javors**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 4th day of October, 2004.



Notary Public

My commission expires _____



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EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE EXECUTED BY THE NORTHERN TRUST COMPANY, JOHN F. CUNEO, JR. AND FRANK C. CUNEO, AS CO-TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF FRANK CUNEO, DECEASED, AS LESSOR, AND LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1989 AND KNOWN AS TRUST NUMBER 108479-03, AS LESSEE, DATED OCTOBER 30, 1989, A MEMORANDUM OF WHICH LEASE WAS RECORDED NOVEMBER 2, 1989 AS DOCUMENT 89-521427, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING OCTOBER 30, 1989 AND ENDING DECEMBER 31, 2063.

PARCEL 1:

THE NORTH 14 AND 2/3RDS FEET OF LOT 3 AND ALL OF LOT 2 IN RASKOPF AND OTHERS SUBDIVISION OF THE SOUTH ½ OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOTS 4 AND 5 IN THE SUBDIVISION OF THE NORTH ½ OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 40.2 FEET OF LOT 3 (EXCEPT THE EAST 27 FEET 4 INCHES THEREOF) IN ROSKOPF AND OTHERS SUBDIVISION OF THE SOUTH ½ OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PREMISES ANY PORTION THEREOF, IF ANY WITHIN THE NORTH 14 2/3 FEET OF SAID LOT 3) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN ROSKOPF AND OTHERS SUBDIVISION OF THE SOUTH ½ OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: NEC of State and Walton Streets, Chicago, Illinois

PERMANENT INDEX NO'S: 17-03-206-002; 17-03-206-003; 17-03-206-004; and
17-03-206-005

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MARK EISENMAN personally known to me to be the 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 as such AVP, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

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

Maria T. Esparza
 Notary Public

My commission expires 4/29/07.

