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FIRST BANK AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (*this "Amendment"*) is dated as of January 14, 2005, and is made by and between **AMERITUS 211 WEST WACKER, LLC**, an Illinois limited liability company, having an office located at 20 N. Wacker Drive, Suite 2234, Chicago, Illinois 60606 (*the "Mortgagor"*) and **FIRST BANK**, a Missouri banking corporation having an office at 4565 West Harrison Street, Hillside, Illinois 60162 (*the "Mortgagee"*).

WITNESSETH:

WHEREAS, Mortgagor has previously executed and delivered to Mortgagee a certain "Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement" dated as of August 31, 2004 (*the "Mortgage"*) encumbering certain property more particularly described therein, including the real property which is legally described on Exhibit A attached hereto and made a part hereof. The Mortgage was recorded with the Cook County Recorder of Deeds on September 3, 2004 as document number 0424726002;

WHEREAS, Mortgagor has previously executed and delivered to Mortgagee an Assignment of Leases and Rents dated as of August 31, 2004 (*the "Assignment"*) encumbering certain property more particularly described therein, including the real property which is legally described in Exhibit A attached hereto and made a part hereof. The Assignment was recorded with the Cook County Recorder of Deeds as document number 0424726003;

Prepared by and after
recording return to:
Kenneth M. Lodge
Lord Bissell & Brook LLP
115 South LaSalle Street
Chicago, IL 60603

Property Common Address:

211 West Wacker Drive
Chicago, Illinois 60606

PIN: 17-09-414-001-0000



Doc#: 0502002272
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 01/20/2005 01:32 PM Pg: 1 of 7

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WHEREAS, the Mortgage and Assignment secured certain obligations which were more specifically referred to therein and further secured any and all notes issued in renewal of the obligations defined therein or issue in substitution or replacement thereof;

WHEREAS, Mortgagor has requested an increase in the monetary amount of the obligations secured by the Mortgage and Assignment, and Mortgagee has agreed to advance additional funds as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage.

2. The Mortgage and the Assignment are hereby modified and amended to the extent necessary to indicate that the Obligor is the Mortgagor (*as hereinabove defined*) and that the obligation secured by the Mortgage and the Assignment is that certain note of Mortgagor of even date herewith, made payable to the order of and delivered to Mortgagee in the original principal amount of \$13,000,000.00. The Mortgage and the Assignment shall secure the repayment of the Note and any and all Notes issued in renewal thereof or in substitution or replacement thereof, all of which are collectively referred to as the "Note".

3. Mortgagor hereby reaffirms its obligations under the Mortgage and Assignment and acknowledges that, except as modified herein, all the terms and conditions set forth therein shall continue in full force and effect.

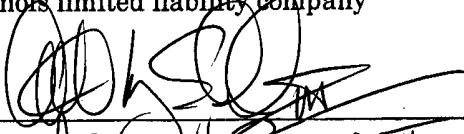
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

MORTGAGOR:

AMERITUS 211 WEST WACKER, LLC,
an Illinois limited liability company

By: 
Name: ALBERT H. SCHERB, III
Title: MANAGER

MORTGAGEE:

FIRST BANK,
a Missouri banking corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert H. Scherb, III, the Manager of AMERITUS 211 WEST WACKER, LLC, an Illinois limited liability company, in whose name the above and foregoing instrument was executed, 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 14th day of January, 2005.

Notary Public

Joanne M. Schiro



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IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

MORTGAGOR:

AMERITUS 211 WEST WACKER, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

MORTGAGEE:

FIRST BANK,
a Missouri banking corporation

By: _____
Name: Thomas R. Pavilonis
Title: Vice President

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY THAT Thomas R. Pavilonis, the Vice President of First Bank, a Missouri banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank.

GIVEN under my hand and Notarial Seal, this 14th day of January, 2005.

Notary Public

Sonia Fernandez



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EXHIBIT A LEGAL DESCRIPTION

SUBLOT 1 IN WADSWORTH'S SUBDIVISION OF THE WEST 3/4 OF LOT 2 AND LOT 3 AND THE NORTH 3/4 OF LOT 4 IN BLOCK 20 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-09-414-001-0000

COMMONLY KNOWN AS: 211 West Wacker Drive

Property of Cook County Clerk's Office

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First Bank
Amendment to Mortgage