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PREPARED BY:
Twood #5528148118

WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1146(B2)
120 S. LaSalle St.
Chicago, IL 60603



Doc#: 0502733156
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 01/27/2005 01:17 PM Pg: 1 of 4

BANK ONE

Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of November 16, 2004, between CR Congress LLC, whose address is 5N271 Swift Road, Itasca, IL 60143 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., as successor in interest to Bank One, NA, whose address is 1 Bank One Plaza, Chicago, IL 60670, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated February 20, 2002 and recorded on March 11, 2002 as Document No.0020273994, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the Village of Prospect Heights, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 1215-1299 N. Rand Road, Prospect Heights, Illinois 60070,
Tax Parcel Identification No. 03-21-301-031-0000 and 03-21-301-032-0000.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated July 22, 2003, payable by CR Congress LLC and CR Dayton VIII LLC to the Mortgagee, in the original principal sum of Nine Million Four Hundred Thousand and 00/100 Dollars (\$9,400,000.00) and a(n) Line of Credit Note, dated June 22, 2004, payable by CR Congress LLC and CR Dayton VIII LLC to the Mortgagee, in the original principal sum of Two Million Two Hundred Twenty Thousand and 00/100 Dollars (\$2,220,000.00) (collectively, the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

Box 400-CTCC

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1. The Mortgage is amended to also secure the repayment of an additional extension of credit evidenced by a(n) Line of Credit Note, dated November 16, 2004, payable from CR Congress LLC and CR Dayton VIII LLC to the Mortgagee in the original principal sum of Two Million Three Hundred Eighty Thousand and 00/100 Dollars (\$2,380,000.00), including all extensions and renewals (the "New Extension of Credit").
2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Eighteen Million Six Hundred Eighty Thousand and 00/100 Dollars (\$18,680,000.00).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
7. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Mortgagor:

CR Congress LLC

By: 

Munir G. Rafidia
Printed Name

Member
Title

Mortgagee:

JPMorgan Chase Bank, N.A.

By: 

Thomas J. Zapparo
Printed Name

VP
Title

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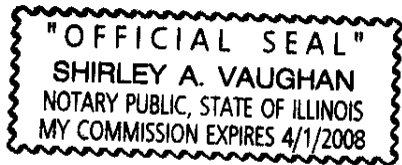
ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of COOK) ss

I, Shirley A. Vaughan, a Notary Public in and for said County and State,
certify that Monic G. Ramirez, a Member of CR Congress
LLC a(n) _____ and _____
of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such Member and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said LLC
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of November, 2004

My Commission Expires: April 1, 2008 Shirley A. Vaughan, Notary Public



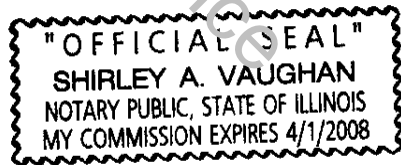
ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of COOK) ss

I, Shirley A. Vaughan, a Notary Public in and for said County and State,
certify that Thomas J. Zippone, a Vice President of J.P. Morgan Chase
a(n) National Association and _____
of said Association, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such Vice President and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said Association
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of November, 2004

My Commission Expires: April 1, 2008 Shirley A. Vaughan, Notary Public



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EXHIBIT "A"

LOT 1 AND LOT 2 IN PROSPECT CROSSING P U D SUBDIVISION OF LOT 1-A IN PROSPECT CROSSING CONSOLIDATION IN THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 11, 1980 AS DOCUMENT NUMBER 90018171, AND FILED JANUARY 11, 1990 AS DOCUMENT NUMBER LR3853044, ALL IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS. 1215-1299 N Rand Road, Prospect Heights, Illinois 60070

PIN(S) 03-21-301-031-0000 AND 03-21-301-032-0000

