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Doc#: 0505645127 Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 02/25/2005 12:15 PM Pg: 1 of 5

Kenneth A. Latimer, Esq. Dyane Morris LLP 227 West Monroe Street Suite 3400 Chicago, IL 60606

ACCEPTIVE COMPANY, LLC

FIRST AMENDMENT TO JUNIOR MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT
AND FOATURE FINANCING STATEMENT

This FIRST AMENDMEN'I TO JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "First Amendment") is made and entered into this 15th day of February, 2005, by ECR DEVELOPMENT, LLC, an Illi 10's limited liability company, with a mailing address c/o Donald Reidelberger, 1738 West Addison Chicago, Illinois 60613 ("Mortgagor") to NEW CENTURY BANK, an Illinois banking corporation ("Lender"), with a mailing address of 363 West Ontario Street, Chicago, Illinois 60610, Attention: Janel Jamison, and pertains to the real estate described in Exhibit A attached hereto and made a part hereof (the "Property").

RECITALS

A. Mortgagor previously executed a Junior Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") dated January 14, 2005, and recorded on January 24, 2005 with the Cook County Recorder of Deeds as document number 0502/8/9 in order to secure indebtedness due from 2800 North Lincoln Development Corp., an Illinois corporation ("Lincoln"), as evidenced by a Junior Mortgage Note dated June 19, 2003, as amended from time to time in the amount of Two Million One Hundred Forty Four Thousand Six Hundred and No/100 Dollars (\$2,144,600.00) (the "Lincoln Note"). The Mortgage further secured a Revolving Mortgage Note dated July 30, 2004 executed by Lincoln in favor of Lender in the original principal amount of Five Hundred Ninety Thousand and No/100 Dollars (\$590,000.00) (the "Revolving Note"). The Mortgage further secured indebtedness due in the amount of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) (the "Additional Indebtedness").

B. Lincoln and Lender have entered into that certain First Amendment to Revolving Mortgage Note dated January 15, 2005, under the terms of which the principal amount of the Revolving Note has been increased from Five Hundred Ninety Thousand and No/100 Dollars

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(\$590,000.00) to One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00), with maximum disbursements allowed thereunder of up to One Million Eight Hundred Thirty Thousand and No/100 Dollars (\$1,830,000.00) (the "Amended Revolving Note").

C. Mortgagor and Lender desire to amend the Mortgage to reflect the modifications set forth in the Amended Revolving Note so that the Mortgage secures additional subsequent advances made by Lender to Lincoln under the terms of the Amended Revolving Note.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- The Mortgage is hereby modified to secure the Amended Revolving Note as well as the Accorded Note so that the aggregate principal amount secured hereby is Three Million Six Hundred Four Thousand Six Hundred and No/100 Dollars (\$3,604,600.00), and all interest at the rate set forto in the Amended Revolving Note, the Amended Note, and the Note evidencing the Additional Indebtedness, plus fees and other expenses, if any, and all other sums due thereunder and advance 1 by Lender thereunder, and all costs and expenses incurred by Lender with respect thereto.
- 2. The Mortgagor bereby represents and acknowledges to Lender that it has the power, is duly authorized, and has taker all action necessary to execute, deliver and perform its obligations under this First Amendment and all documents related hereto.
- 3. The Mortgagor hereby reatfires all of the representations and warranties set forth in the Mortgage as of the date of this First Amendment.
- 4. The Mortgage, as amended by this First Amendment, shall remain binding on the Mortgagor and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.
- 5. This First Amendment shall be attached to and made a part of the Mortgage, all other terms, provisions and conditions of the Mortgage as arranded hereby are hereby confirmed, ratified and approved.
- 6. This First Amendment shall be construed, interpreted and enforced according to the laws of the State of Illinois.

(Signature page follows.)

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IN WITNESS WHEREOF, Mortgagor has executed this First Amendment to Mortgage as of the date and year first above written.

> ECR DEVELOPMENT, LLC, an Illinois limited liability company

Property of County Clark's Office Donald L. Reidelberger, one of its members

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Lia William a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONALD L. REIDELBERGER, personally known to me to be the Manager of ECR DEVELOPMENT, LLC, an Illinois limited liability company is 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 free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my and notarial seal this day of February, 2005. der.

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My commission expires:

OFFICIAL SEAL J. GA HUBENY NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION F (PIRES: 06-13-07

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EXHIBIT A

LEGAL DESCRIPTION

THE WEST 6 FEET OF LOT 20, ALL OF LOT 21 AND THE EAST 19 FEET OF LOT 22 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 25 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-19-229-041

ADDRESS: 1738 West Addison, Chicago, Illinois