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This document prepared by and
after recording return to:

Sandra L. Waldier, Esq.
Bell, Boyd & Lloyd LLC
70 West Madison
Suite 3300
Chicago, Illinois 60602



Doc#: 0508211258
Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 03/23/2005 01:33 PM Pg: 1 of 13

FOURTH AMENDMENT TO LOAN DOCUMENTS

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This FOURTH AMENDMENT TO LOAN DOCUMENTS (the "Amendment") is made as of the 12th day of February, 2005, by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), and PEORIA-18TH, L.L.C., an Illinois limited liability company ("Borrower"), JAMES G. HAFT, MICHAEL LERNER, LAURENCE ASHKIN, ARTHUR SLAVEN, JOHN MCLINDEN, SLAVEN HOLDINGS, L.L.C., an Illinois limited liability company, HELP HOLDINGS, L.L.C., an Illinois limited liability company, MCLINDEN HOLDINGS, L.L.C., an Illinois limited liability company, MCLINDEN FAMILY HOLDINGS, L.L.C., an Illinois limited liability company, MCARTHUR ASSET HOLDINGS, L.L.C., an Illinois limited liability company (individually and collectively, "Guarantor").

Recitals

A. Lender has made a loan to Borrower in the principal amount of FOUR MILLION DOLLARS (\$4,000,000) (the "Loan") pursuant to a Construction Loan Agreement between Borrower and Lender dated August 12, 2002 ("Loan Agreement"). Initially capitalized terms used in this Amendment and not expressly defined herein have the meanings given them in the Loan Agreement.

B. Lender and Borrower have entered into an Amendment to Loan Documents, dated as of August 12, 2003, and recorded November 10, 2003, with the Cook County Recorder of Deeds (the "Recorder") as Document No. 0331432049 (the "First Amendment"), a Second Amendment to Loan Documents, dated as of November 12, 2003, and recorded February 10, 2004 with the Recorder as Document No. 0404127078 (the "Second Amendment") and a Third Amendment to Loan Documents, dated as of February 12, 2004, and recorded May 10, 2004 with the Recorder as Document No. 0413133239 (the "Third Amendment" and together with the First Amendment and Second Amendment, the "Previous Amendments"). The Previous Amendments, among other things, each extended the Maturity Date.

C. The Loan is evidenced by a Mortgage Note dated as of August 12, 2002, as amended by the Previous Amendments (the "Note"), in the principal amount of \$4,000,000 from Borrower to Lender, and is secured by, among other things, a Mortgage, Security Agreement and Fixture Filing from Borrower to Lender dated as of August 12, 2002, and recorded August 23, 2002, with the County Recorder of Cook County, Illinois (the "Recorder") as Document No.

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20932086 (the "Mortgage"), and an Assignment of Rents and Leases recorded August 23, 2002, with the Recorder, Illinois as Document No. 0020932087.

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

D. The Third Amendment provided an Extension Option to Borrower, provided that certain conditions were met prior to February 12, 2005. Although such conditions were not met, Borrower has requested and Lender has agreed to further extend the Maturity Date and to amend the Loan Agreement, Mortgage, Note and other Additional Collateral 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 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 February 12, 2006.

2. Pledged Funds. Borrower shall replenish the Pledged funds by depositing in the Pledged Account an additional sum of \$140,000.

3. Amendment to Loan Agreement.

a. the definition of "Maturity Date" in Section 1.1 is deleted and the following is substituted in its place:

"Maturity Date. February 12, 2006"

b. the definition of Initial Maturity Date is hereby deleted from Section 1.1.

c. Section 2.6 of the Loan Agreement is deleted and the following is substituted in its place:

"2.6. Intentionally Deleted."

4. Amendment to Note. Paragraph 4 is deleted, and the following paragraph is substituted in its place.

4. Maturity Date. The entire outstanding Loan Amount, together with all accrued and unpaid interest, shall be due and payable to Lender on the Maturity Date (as defined below) except (i) in case an acceleration of the Maturity Date shall occur hereunder; or (ii) as otherwise provided herein or in the Loan Agreement or the other Loan Documents. "Maturity Date" means February 12, 2006.

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5. Amendment to Mortgage. Paragraph D of the Recitals to the Mortgage is amended by deleting "February 12, 2005, subject to extension in accordance with the provisions of the Note to February 12, 2006" and substituting "*February 12, 2006*" in its place.

6. Amendment to Assignment of Rents and Leases and Other Additional Collateral. The Assignment of Rents and the other Additional Collateral 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.

7. 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 Guaranties are amended to provide that all references in the Guaranties 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 Guaranties remain 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 Guaranties, as amended hereby, in accordance with their respective terms.

8. 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 August 12, 2002, 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.

9. 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.

10. 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.

11. 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

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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.

12. 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.

13. 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.

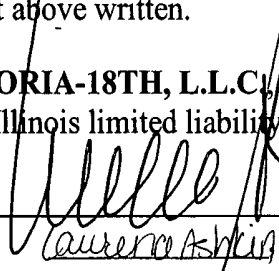
14. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Amendment, including, without limitation, a \$20,000 extension fee, and all legal fees of Lender's counsel in connection herewith and the enforceability of this Amendment against Lender is conditioned upon payment of said costs and expenses.

15. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

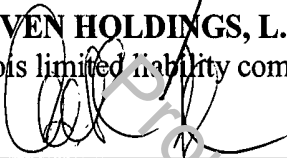
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Lender and Borrower have executed this Amendment to Loan Documents as of the date first above written.

PEORIA-18TH, L.L.C.,
an Illinois limited liability company

By: 
Laurence Ashkin a Manager

SLAVEN HOLDINGS, L.L.C., an
Illinois limited liability company

By: 
Arthur Slaven

MCARTHUR ASSET HOLDINGS, L.L.C.,
an Illinois limited liability company

By: 
John McLinden

MCLINDEN FAMILY HOLDINGS, L.L.C.,
an Illinois limited liability company

By: 
John McLinden

JAMES G. HAFT

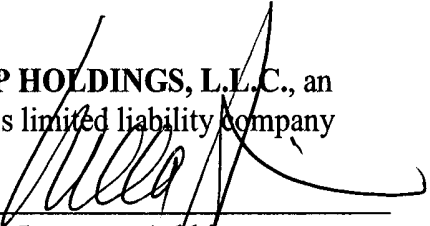
MICHAEL LERNER


LAURENCE ASHKIN


ARTHUR SLAVEN


JOHN MCLINDEN

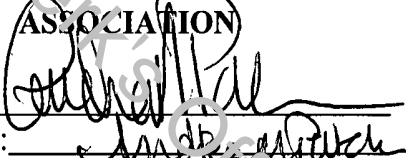
HELP HOLDINGS, L.L.C., an
Illinois limited liability company

By: 
Laurence Ashkin

MCLINDEN HOLDINGS, L.L.C.,
an Illinois limited liability company

By: 
John McLinden

LENDER:
**LASALLE BANK NATIONAL
ASSOCIATION**

By: 
Name: Andrew Swartz
Title: SV Office

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

PEORIA-18TH, L.L.C.,
an Illinois limited liability company

By: _____
_____, a Manager

SLAVEN HOLDINGS, L.L.C., an
Illinois limited liability company

By: _____
Arthur Slaven

MCARTHUR ASSET HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

MCLINDEN FAMILY HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

JAMES G. HAFT

MICHAEL LERNER

LAURENCE ASHKIN

ARTHUR SLAVEN

JOHN MCLINDEN

HELP HOLDINGS, L.L.C., an
Illinois limited liability company

By: _____
Laurence Ashkin

MCLINDEN HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

LENDER:
**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

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By: _____
_____, a Manager

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By: _____
Arthur Slaven

MCARTHUR ASSET HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

MCLINDEN FAMILY HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

JAMES G. HAFT

MICHAEL LERNER

LAURENCE ASHKIN

ARTHUR SLAVEN

JOHN MCLINDEN

HELP HOLDINGS, L.L.C., an
Illinois limited liability company

By: _____
Laurence Ashkin

MCLINDEN HOLDINGS, L.L.C.,
an Illinois limited liability company

By: _____
John McLinden

LENDER:
**LASALLE BANK NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

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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 Laurence Ashkin, personally known to me to be the Manager of **Peoria-18th, L.L.C.**, an Illinois limited liability company ("Company"), and 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 Manager he signed and delivered the said instrument, pursuant to authority given by the Company, 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 14th day of March, 2005.



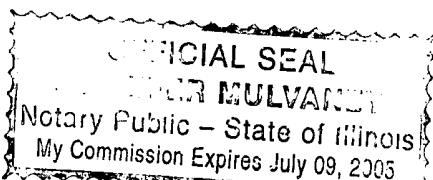
Jennifer Mulvaney
Notary Public

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 **John McLinden, Laurence Ashkin and Arthur Slaven**, each individually, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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



Jennifer Mulvaney
Notary Public

My commission expires _____.

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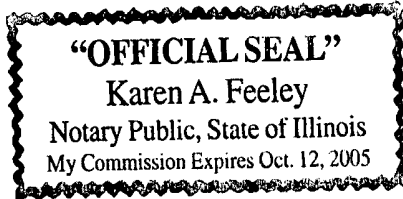
STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **James G. Haft**, 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 8th day of March, 2005.

Karen A. Feeley
Notary Public

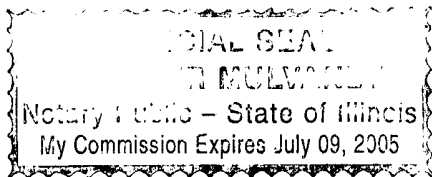
My commission expires 12/12/05.



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 **Michael Lerner**, 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 14th day of March, 2005.



Janice M. [Signature]
Notary Public

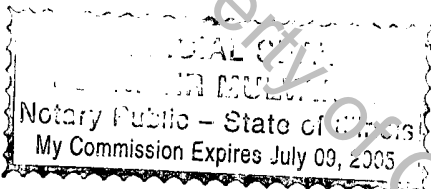
My commission expires _____.

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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 Arthur Slaven, personally known to me to be the Manager of **Slaven Holdings, L.L.C.**, an Illinois limited liability company ("Company"), and 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 Manager he signed and delivered the said instrument, pursuant to authority given by the Company, 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 14th day of March, 2005.



Jennifer Mulvaney
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 Laurence Ashkin, personally known to me to be the Manager of **HELP Holdings, L.L.C.**, an Illinois limited liability company ("Company"), and 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 Manager he signed and delivered the said instrument, pursuant to authority given by the Company, 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 14th day of March, 2005.



Jennifer Mulvaney
Notary Public

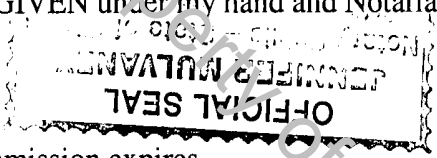
My commission expires _____.

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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 John McLinden, personally known to me to be the Manager of McLinden Holdings, L.L.C., McLinden Family Holdings, L.L.C. and McArthur Asset Holdins, L.L.C., each an Illinois limited liability company (each, a "Company"), and 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 Manager he signed and delivered the said instrument, pursuant to authority given by each Company, and as the free and voluntary act of each said Company, for the uses and purposes therein set forth.

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



Jennifer Mulvaney
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 Andrew Patchin personally known to me to be the SVP 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 SVP, 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 17th day of March, 2005

Maria T. Esparza
Notary Public

My commission expires 4/29/07.



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST HALF OF LOT 14 IN THE ASSESSOR'S SUBDIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 14; THENCE RUNNING WEST ALONG THE NORTH LINE OF 18TH STREET, 143 FEET TO THE EAST LINE OF THE PREMISES HERETOFORE CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTH A DISTANCE OF 150 FEET ALONG SAID LINE; THENCE EAST ALONG A LINE 150 FEET NORTH OF AND PARALLEL WITH 18TH STREET, A DISTANCE OF 143 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTH 166 FEET 3 INCHES OF LOT 15 IN ASSESSOR'S SUBDIVISION AFORESAID AND THE SOUTH HALF OF LOT 16 IN SAID ASSESSOR'S SUBDIVISION AFORESAID (EXCEPTING FROM SAID LOTS 15 AND 16 THAT PART TAKEN FOR 18TH STREET), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11, 13, 15, 17 AND 19 IN GEORGE ROTH'S SUBDIVISION OF LOT 17 IN ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 45 (EXCEPT THE EAST 3 INCHES THEREOF) AND (EXCEPT THE SOUTH 33 FEET THEREOF) AND LOT 46 (EXCEPT THE SOUTH 33 FEET THEREOF) IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 OF ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 2 AND 3 IN LOUIS HOEFKE'S SUBDIVISION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF BLOCK 15 AND LOT 28 (EXCEPT THE SOUTH 16.2 FEET THEREOF) IN BARRETT'S SUBDIVISION OF THE EAST HALF OF BLOCK 14, ALL IN ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOTS 1 TO 27, BOTH INCLUSIVE AND THE SOUTH 16.2 FEET OF LOT 28 IN BARRETT'S SUBDIVISION OF THE EAST HALF OF LOT 14 IN ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEYS LYING SOUTH OF LOTS 1 TO 5, WEST OF LOTS 6 TO 20 AND NORTH OF LOTS 21 TO 25, IN BARRETT'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF LOT 14 IN ASSESSOR'S SUBDIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 (EXCEPT THAT PART LYING SOUTH OF A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF 18TH STREET, AND EXCEPT THAT PART HERETOFORE CONVEYED TO BURLINGTON NORTHERN, INC.) IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 1 (EXCEPT THAT PART LYING SOUTH OF THE NORTH 27 FEET ½ INCH THEREOF) IN LOUIS HOEFKE'S SUBDIVISION OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF BLOCK 15 AND LOT 28 (EXCEPT THE SOUTH 16.2 FEET THEREOF) IN BARRETT'S SUBDIVISION OF THE EAST HALF OF BLOCK 14 ALL IN ASSESSOR'S DIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH THREE-FOURTHS OF THE SOUTH HALF OF LOT 15 (EXCEPT THE SOUTH 166 FEET 3 INCHES THEREOF) IN THE ASSESSOR'S SUBDIVISION OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 900 W. 18th Street, Chicago, Illinois

P.I.N.s: 17-20-404-028; 17-20-405-010; 17-20-405-011; 17-20-405-012; 17-20-405-013;
17-20-405-014; 17-20-405-015; 17-20-405-018; 17-20-405-024; 17-20-405-025;
17-20-405-035; 17-20-405-039; and 17-20-405-041