RECORDATION REQUESTED BY:

The PrivateBank and Trust Company Ten North Dearborn Street, Suite 900 Chicago, IL 60602-4202

WHEN RECORDED MAIL TO:

The PrivateBank and Trust Company 1000 Green Bay Road Winnetka, IL 60093

SEND TAX NOTICES (C. 8 Kent Road Development

Company, L.L.C.

1200 Harger Road, Suite 2

Oak Brook, IL 60523

0536333078 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/29/2005 09:50 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

The PrivateBank and Trust Company The PrivateBank and Trust Company Ten North Dearborn Street, Suite 900 Chicago, IL 60602-4202

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 23, 2005, is made and executed between 8 Kent Road Development Company, L.L.C., whose address is 1200 Harger Road, Suite 217, Oak Brook, IL 60523 (referred to below as "Grantor") and The PrivateBank and Trust Corpany, whose address is Ten North Dearborn Street, Suite 900, Chicago, IL 60602-4202 (referred to below as "tender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 12, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded September 27, 2004 as Document No. 0427102001, in Cook County, Illir ois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE EAST 163.60 FEET OF THE WEST 180 FEET OF THE NORTH 150.13 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8 Kent Road, Winnetka, IL 60093. The Real Property tax identification number is 05-17-307-028.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

TO DELETE THE DEFINITION OF "NOTE" IN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED NOVEMBER 23, 2005 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,150,000.00 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTUIONS OF THE PROMISSORY NOTE OR AGREEMENT".



MODIFICATION OF MORTGAGE (Continued)

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TO DELETE THE DEFINITION OF "MAXIMUM LIEN" IN ITS ENTIRETY AND PLACE IN LIEU THEREOF THE FOLLOWING: "MAXIMUM LIEN. AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED \$6,300,000.00."

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in witing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS/TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 23, County Clork's Office

GRANTOR:

8 KENT RO ELOPMENT COMPANY, L.L.C.

George yk, Manager of 8 Kent Road Development Company, L.L.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

Authorized Signer

MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF SS

COUNTY OF Garage Adamczyk, Manager of 8 Kent Road Development Company, L.L.C., and known to me to be an exthorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its poord of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf

Notary Public in and for the State of

of the corporation.

My commission expires Thay 17, 2

"OFFICIAL SEAL"
Kathryn Lineas
Notary Purific, State of Blinois
My Constitution 1 to 18517/2508

Residing at ___

Oak Park, Duline

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1828487-9001 Page 4 LENDER ACKNOWLEDGMENT STATE OF ILLINOIS)) SS On this 23 day of November .2005 before me, the undersigned Notary Public, personally appeared and known to me to be the ____ puthorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the Residing at 1000 Speen Bay Ke Wunsette, Ol Notary Public in and for the State of 1/1/2/15 My commission expires 3.17-06