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THIS INSTRUMENT PREPARED BY:

Bennett L. Cohen
Cohen, Salk & Huvad, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0629631012 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2006 09:52 AM Pg: 1 of 7

AND AFTER RECORDING MAIL TO:

Michael S. Shechtman, President
Fidelity Capital Corporation
5750 Old Orchard Road-Suite 450
Skokie, Illinois 60077

FIRST MODIFICATION AGREEMENT

This First Modification Agreement (this "Agreement") is entered into as of the 11th day of October, 2006 between BEVERLY CENTER, L.L.C., an Illinois limited liability company (the "Mortgagor") whose address is 3842 N. Greenview, 1st Floor, Chicago, Illinois 60613, and FIDELITY CAPITAL CORPORATION (the "Mortgagee") whose address is 5750 Old Orchard Road, Suite 450, Skokie, Illinois 60077.

WHEREAS, to secure a certain loan in the principal sum of \$1,000,000.00 made by Mortgagee to Mortgagor, the Mortgagor executed a certain Junior Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of August 3, 2006 (the "Mortgage") mortgaging, granting and conveying to Mortgagee the Premises as defined in the Mortgage, including the real estate described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgage was recorded on August 10, 2006 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 062242133; and

WHEREAS, Mortgagor has asked Mortgagee to make Mortgagor a new mortgage loan in the principal sum of \$650,000.00, and Mortgagee has agreed provided, among other conditions, that Mortgagor executes and delivers this Agreement amending and modifying the Mortgage to secure such new \$650,000.00 mortgage loan, in addition to the debt therein described;

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, Mortgagor and Mortgagee hereby agree that the Mortgage shall be and is hereby modified and amended as follows:

1. The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Mortgage.

7pgs

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2. The three "WHEREAS" clauses beginning on page 1 of the Mortgage are hereby deleted, and the following clauses are substituted therefor:

"**WHEREAS**, Mortgagor has executed and delivered to the Mortgagee the following promissory notes (each singularly, a "Note" and collectively, the "Notes"): (1) a Mortgage Note dated August 3, 2006, payable to the order of Mortgagee, in the principal sum of One Million and 00/100 (\$1,000,000.00) Dollars (herein called the "First Note"), evidencing a \$1,000,000.00 mortgage loan made by Mortgagee to Mortgagor, repayable on August 3, 2009, together with interest thereon payable monthly at the applicable variable rate set forth in the First Note (the terms and provisions of which First Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and (2) a Mortgage Note dated October 11, 2006, payable to the order of Mortgagee, in the principal sum of Six Hundred Fifty Thousand and 00/100 (\$650,000.00) Dollars (herein called the "Second Note"), evidencing a \$650,000.00 mortgage loan made by Mortgagee to Mortgagor, repayable on August 3, 2009, together with interest thereon payable monthly at the applicable variable rate set forth in the Second Note (the terms and provisions of which Second Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length); and

WHEREAS, as a condition precedent to the extension of the loan evidenced by the Second Note to Mortgagor, the Mortgagee requires that this Mortgage secure the payment and performance of both Notes and such other indebtedness hereinbelow recited, and Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee; and

WHEREAS, the indebtedness evidenced by the Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, and modifications thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as provided herein or in the Notes or in the other Loan Documents (as hereinafter defined) are herein collectively called the "Indebtedness Hereby Secured", **PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE INDEBTEDNESS HEREBY SECURED EXCEED \$3,300,000.00.**

3. Except as set forth in the following sentence, the term "Note" as set forth in the Mortgage, wherever applicable, is hereby amended to read "Notes". Subsections (a) and (b) of Section 19, are hereby amended in their entireties to read as follows:

- "
- (a) If default is made in the due and punctual payment of any Note or any installment thereof, either principal or interest, as and when the same is due and payable, and any applicable period of grace specified in such Note shall have elapsed; or
 - (b) If default is made in the making of any payment of any other monies required to be made under any Note or hereunder or under any of the other Loan Documents, and such default shall not be cured within ten (10) days after written notice thereof to Mortgagor; or"

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4. Section 19 of the Mortgage is hereby amended to add the following new subsection thereto:

"(n) If an event of default shall occur under that certain Junior Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of October 11, 2006 with respect to the properties commonly known as 9729-9731 S. Western Avenue, Chicago, Illinois and 9733-9801 S. Western Avenue, Chicago, Illinois, and such default shall not be cured within any applicable grace period;"

5. In Section 36 of the Mortgage, the first sentence is hereby amended to read: "In no event shall the Indebtedness Hereby Secured exceed \$3,300,000.00."

6. Mortgagor acknowledges and agrees that the Mortgage is and as amended hereby shall remain in full force and effect, and that the Premises are and shall remain subject to the lien granted and provided for by the Mortgage, as modified hereby, for the benefit and security of all obligations and indebtedness described therein, including, without limitation, the indebtedness evidenced by the Notes.

7. Nothing contained in this Agreement shall in any manner impair the Mortgage, as modified hereby, or the priority of the lien created by the Mortgage, or any other loan documents executed in connection with the loans evidenced by the Notes, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Mortgagee under any of the foregoing documents.

8. Except as specifically amended and modified hereby, all of the terms and conditions of the Mortgage shall stand and remain unchanged and in full force and effect. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

9. This Agreement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this First Modification Agreement as of the day and year first above written.

MORTGAGOR:

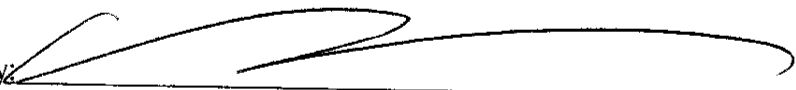
BEVERLY CENTER, L.L.C.
an Illinois limited liability company

By: 

Michael Madura

Its: Manager

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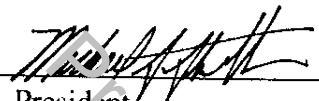
By: 

Brett Walrod

Its: Manager

MORTGAGEE:

FIDELITY CAPITAL CORPORATION

By: 

Title: President

Michael S. Shechtman

Property of Cook County Clerk's Office

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MORTGAGOR'S ACKNOWLEDGMENT

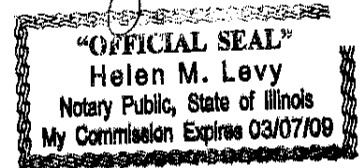
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Madura and Brett Walrod, the managers of Beverly Center, L.L.C. an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of October, 2006.

Helen M. Levy
 Notary Public

My Commission Expires: 03/07/09



MORTGAGEE'S ACKNOWLEDGMENT

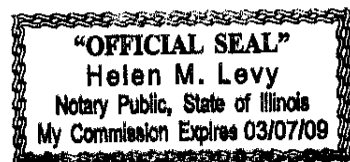
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, Helen M. Levy, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Michael S. Shechtman, the President of Fidelity Capital Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of October, 2006.

Helen M. Levy
 Notary Public

My commission expires: 03/07/09



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MORTGAGOR'S ACKNOWLEDGMENT

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 Madura and Brett Walrod, the managers of Beverly Center, L.L.C. an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2006.

 Notary Public

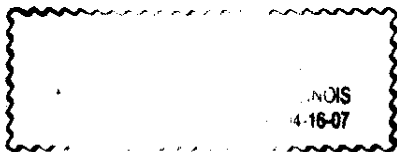
My Commission Expires: _____

MORTGAGEE'S ACKNOWLEDGMENT

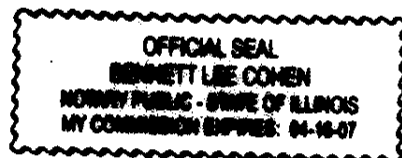
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Bennett Lee Cohen, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Michael S. Shechtman, the President of Fidelity Capital Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of October, 2006.



Bennett Lee Cohen
 Notary Public



My commission expires: _____

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EXHIBIT "A"

Legal Description

LOTS 25 TO 39, INCLUSIVE, (EXCEPT A PORTION OF LOT 38, DEDICATED FOR PUBLIC ALLEY) IN BLOCK 2 IN JOHN JENSEN AND SONS' BEVERLY HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH 9.25 ACRES OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-116-02-0000, 25-07-116-023-0000, 25-07-116-024-0000, 25-07-116-025-0000, 25-07-116-026-0000, 25-07-116-027-0000, 25-07-116-028-0000, 25-07-116-029-0000, 25-07-116-030-0000, 25-07-116-031-0000, 25-07-116-032-0000, 25-07-116-033-0000, 25-07-116-034-0000, 25-07-116-035-0000 AND 25-07-116-036-0000.

Common Address: 9831 S. Western, Chicago, Illinois.