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This document was prepared by and after recording return to:
Mark F. Kalina, Esq.
Guerard Kalina & Butkus
100 W. Roosevelt Road, Suite A-1
Wheaton IL 60187
(630) 665-9033



COPY

Doc#: 0631718074 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/13/2006 03:15 PM Pg: 1 of 3

(SPACE ABOV L'T IIS LINE FOR RECORDER'S USE)

MORTGAGE MODIFICATION AGREEMENT

THIS AGREFMENT is made this $\frac{30}{100}$ day of October, 2006 by and between COLE TAYLOR BANK ("Lender") and TVIF RESIDENCES AT MORGAN STREET LLC, an Illinois limited liability company ("Borrower").

WHEREAS, to secure repayment of two (2) promissory notes dated November 2, 2005 in the original principal sums of \$9,000,000.00 and \$100.000.00 evidencing a Construction Loan and a Letter of Credit Loan, respectively (\$9,100,000.00 in the aggregate) or so much thereof as may have been advanced or made available pursuant to the terms of a Construction Loan and Security Agreement executed by Borrower and Lender, Borrower executed and delivered to Lender a Mortgage, Assignment of Rents and Leases, Security Agreement, Financing Statement and Fixture Filing and an Assignment of Rents and Leases, each dated November 2, 2005 and recorded on November 8, 2005 with the Cook County Recorder of Deeds as Document Nos. 0531219115 and 0531219116 and re-recorded on February 7, 2006 as Jocument nos. 0603834077 and 0603834078 (collectively the "Mortgage") encumbering the property legally coordinated on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Borrower executed and delivered to Bank a promissory note of even date herewith in the principal sum of \$10,000,000.00 in substitution and replacement for the promissory note dated November 2, 2005 in the amount of \$9,000,000.00, and Borrower and Lender agree that the Mortgage shall also secure the repayment of the promissory note of even date herewith in the principal sum of \$10,000,000.00; and

WHEREAS, Borrower and Lender desire to further modify the terms of the Mortgage to state the increased amount of indebtedness secured thereby.

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

- 1. The foregoing recitals are incorporated herein as though fully set forth. Borrower represents and warrants to Lender that the foregoing recitals are true and correct.
- 2. The terms of the Mortgage are hereby further modified to provide that the Mortgage secures the repayment of indebtedness in the aggregate principal sum of TEN MILLION ONE HUNDRED THOUSAND AND NO/100 (\$10,100,000.00) DOLLARS or so much thereof as may have been disbursed under the promissory note dated November 2, 2005 in the principal sum of \$100,000.00 evidencing the Letter of Credit Loan, and the promissory note of even date herewith in the principal sum of \$10,000,000.00 evidencing the Construction Loan, and all other indebtedness and obligations described in the Mortgage, together with all renewals, extensions, and modifications thereof.

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3. Borrower hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.

IN WITNESS WHEREOF, the parties have executed this Instrument by their duly authorized representatives on the date first above written.

BORROWER:	LENDER:
THE RESIDENCES OF MORGAN STREET LLC, an Illinois Limited Liability Company	COLE TAYLOR BANK
By: Anthony P. DeGrazia, Member	By: enldfillenhand
ctb\degrazia\morgan str mtg mod agm oct ?006\102406\	ср
STATE OF ILLINOIS COUNTY OF COUK STATE OF ILLINOIS SS. SS.	
I, the undersigned, a Notary Public in and for the Control Anthony F. DEGRAZIA, personally known to me to a STREET LLC, an Illinois limited liability company, and personally subscribed to the foregoing instrument, appeared before medelivered the said instrument as said Member and as his free and for the uses and purposes therein set forth. GIVEN under the control of the control	this day in person and acknowledged that he signed and
STATE OF ILLINOIS) SS. COUNTY OF Coo ()	My Commission Expires 01/12/200
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerald Eberhandt, Search Vice President of COLE TAYLOR BANK, 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/she signed and delivered the said instrument as Search Vice President of said Bank as his/her free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth. GIVEN under my hand and official seal this 777 day of November 1, 2006. Notary Public	
["OFFICIAL SEAL"]	

IRENE R. FORLENZA
MOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/16/2010

0631718074 Page: 3 of 3

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EXHIBIT "A"

OTS 17, 18, 19 AND 20 IN
JUBDIVISION OF THE EAST 1/2 OF
RANGE 14, EAST OF THE THIRD PRIN
P.I.N.: 17-32-402-009, 17-32-402-010, 17-32-402-01.

35 Jl-35 31 S Morgan 51.

Chicago IL 20409