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Gary K. Fordyce, Esq.
LaSalle Bank Corporation
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

PERMANENT TAX INDEX NUMBERS:

11-19-301-005
11-19-301-006
11-19-301-007

Property Address:

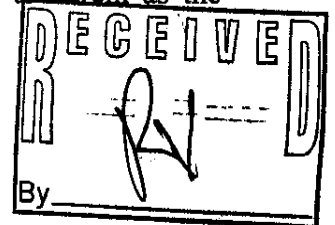
996-1012 Main Street
Evanston, Illinois 60202

SECOND MODIFICATION OF LOAN DOCUMENTS

This SECOND MODIFICATION OF LOAN DOCUMENTS dated as of November 1, 2006 (the "Second Modification"), is executed by and among MDM MAIN, L.L.C., a Colorado limited liability company (the "Borrower"), whose address is 1305 Wiley Road, Suite 106, Schaumburg, Illinois 60173, MICHAEL D. AUFRECHT, INDIVIDUALLY, AND AS TRUSTEE OF THE MICHAEL D. AUFRECHT DECLARATION OF TRUST DATED JULY 1, 1991 (collectively, "Aufrecht"), whose address is 6612 North LeMai, Lincolnwood, Illinois 60712, and MICHAEL V. BARRY ("Barry"; Aufrecht and Barry each being referred to herein as a "Guarantor", and collectively being referred to herein as the "Guarantors"), whose address is 500 Timber Springs, Edwards, Colorado, 81632, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate.

RECITALS:

A. The Lender made a mortgage loan (the "Loan") to Evanshire Properties, L.L.C., an Illinois limited liability company (the "Assignor"), as evidenced by that certain Mortgage Note dated January 25, 2000 in the original principal amount of Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00), executed by the Assignor and made payable to the order of and delivered to the Lender (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Note").



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B. The Loan, as evidenced by the Note, is secured by, among other things, the following documents (together with the Note and any and all other documents evidencing or securing the Loans being collectively referred to herein as the "Original Loan Documents"):

- (i) Mortgage, Security Agreement and Financing Statement dated as of January 25, 2000, executed by the Assignor to and for the benefit of the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 27, 2000 as Document No. 00072389 (the "Mortgage"), and which Mortgage encumbers the real property legally described on Exhibit "A" attached hereto and made a part hereof (the "Premises");
- (ii) Assignment of Rents dated as of January 25, 2000, executed by the Assignor to and for the benefit of the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 27, 2000 as Document No. 00072390 (the "Assignment of Rents"), and which Assignment of Rents encumbers the Premises;
- (iii) Security Agreement dated as of January 25, 2000, executed by the Assignor, as debtor, to and for the benefit of the Lender, as secured party, and accepted by the Trustee (the "Security Agreement"), which Security Agreement granted to the Lender a security interest in all personal property of the Assignor related to the Premises;
- (iv) Environmental Indemnity Agreement dated January 25, 2000, jointly and severally executed by the Guarantors and Donal P. Barry, Sr. ("Donal Barry") to and for the benefit of the Lender (the "Environmental Indemnity"); and
- (v) Guaranty dated January 25, 2000, jointly and severally executed by the Guarantors and Donal Barry to and for the benefit of the Lender (the "Guaranty").

C. Under and pursuant to that certain First Modification of Loan Documents dated as of January 25, 2003, executed by and among the Assignor, the Guarantors, Donal Barry and the Lender, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on February 13, 2003 as Document Number 0030212415 (the "First Amendment"), the maturity date of the Loan was extended from January 25, 2003 to January 25, 2008 (the "Maturity Date"), the principal amount of the Loan was increased to Two Million Six Hundred Seventy Thousand and 00/100 Dollars (\$2,670,000.00), and the interest rate and repayment terms of the Loan were modified.

D. Under and pursuant to that certain Quit Claim Deed dated April 21, 2005, executed by the Assignor to the Assignee and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on May 12, 2005 as Document No. 0513227018 (the "Deed"), the Assignor transferred its fee interest in the Premises to the Borrower.

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E. Under and pursuant to that certain Assumption and Consent Agreement dated as of April 21, 2005, executed by and among the Assignor, the Borrower, the Guarantors and the Lender and recorded with the Office of the Recorder of Deeds of Cook County, Illinois concurrently herewith (the "Assumption Agreement"), the Borrower (i) assumed all of the obligations and liabilities of the Assignor for the Loan under and pursuant to the Note, the Mortgage, the Security Agreement and the Environmental Indemnity, as modified and amended by the First Amendment (collectively, the "Assumed Loan Documents"; the Original Loan Documents, as modified and amended by the First Amendment and the Assumption Agreement being collectively referred to herein as the "Loan Documents"), and (ii) reaffirmed the obligations and liabilities of the Assignor to the Lender under and pursuant to the Assumed Loan Documents, and Donal Barry was released from all obligations and liabilities owing to the Lender under and pursuant to the Guaranty.

F. The Borrower and the Guarantors have requested to modify and amend the Loan Documents to provide for a modification of the interest rate on the Loan, as evidenced by the Note, and the Lender has agreed to such interest rate modification, provided that the Borrower and the Guarantors comply with the terms and conditions of this Second Modification.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T S:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Second Modification shall have the meanings assigned thereto in the Note.
3. Modification of Interest Rate.

(a) From and after the date hereof and prior to the Maturity Date or the occurrence of an Event of Default (as defined in the Mortgage), interest on the outstanding principal balance of the Note shall accrue at the Borrower's option from time to time of (i) the greater of (A) three and three quarters percent (3.75%) per annum (the "Interest Rate Floor"), and (B) a floating per annum rate of interest (the "Floating Rate") equal to the Prime Rate (as hereinafter defined), or (ii) the greater of (A) a per annum rate of interest equal to the Interest Rate Floor, and (B) a per annum rate of interest (the "LIBOR Rate") equal to LIBOR (as hereinafter defined) for the relevant Interest Period (as hereinafter defined), plus one and three quarters percent (1.75%) (the "Applicable Margin"), such LIBOR Rate to remain fixed for such Interest Period. Changes in the Floating Rate to be charged on the Loan based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. Any portion of the principal amount of the Note bearing interest at the Floating Rate is referred to herein as a "Prime Loan". Any portion of the principal amount of the Note bearing interest at the LIBOR Rate is referred to herein as a

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"LIBOR Loan". From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "Default Rate") equal to five percent (5.00%) plus the Floating Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing at the Default Rate shall be immediately due and payable by the Borrower to the holder of the Note upon demand and shall be additional indebtedness evidenced by the Note and secured by the Loan Documents. Interest on the Note shall be calculated on the basis of a 360 day year and the actual number of days elapsed in any portion of a month in which interest is due. If any payment to be made by the Borrower under the Note shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

(b) A request by the Borrower for a Prime Loan must be received by the Lender in writing no later than 2:00 p.m. Chicago, Illinois time, on any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois (a "Business Day"). As used herein, "Prime Rate" shall mean the floating per annum rate of interest most recently announced by the Lender at Chicago, Illinois as its prime or base rate. A certificate made by an officer of the Lender stating the Prime Rate in effect on any given day, for the purposes hereof, shall be conclusive evidence of the Prime Rate in effect on such day. The Prime Rate is a base reference rate of interest adopted by the Lender as a general benchmark from which the Lender determines the floating interest rates chargeable on various loans to borrowers with varying degrees of creditworthiness and the Borrower acknowledges and agrees that the Lender has made no representations whatsoever that the Prime Rate is the interest rate actually offered by the Lender to borrowers of any particular creditworthiness. The principal balance of any Prime Loan may be prepaid, in whole or in part, at any time without penalty or premium.

(c) The selection of a LIBOR Loan by the Borrower is subject to the following requirements:

(i) A request for a LIBOR Loan (a "LIBOR Loan Request") must be received by the Lender no later than 2:00 p.m. Chicago, Illinois time two Business Days prior to the first day of the Interest Period on which such LIBOR Loan shall be advanced, shall be irrevocable, and shall state the initial Interest Period and amount of such LIBOR Loan. Each LIBOR Loan will be in an amount not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) or a higher integral multiple of Twenty Five Thousand and 00/100 Dollars (\$25,000.00). No more than four (4) separate LIBOR Loans may be outstanding at any time. A request for a LIBOR Loan received by the Lender after 2:00 p.m. Chicago, Illinois on any Business Day time will be processed and funded by the Lender on the third Business Day thereafter.

(ii) Following receipt of a LIBOR Loan Request and the funding by the Lender of any LIBOR Loan for the initial Interest Period, such LIBOR Loan shall thereafter automatically renew (a "LIBOR Rollover") for the Interest Period specified in

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such LIBOR Loan Request, at the then current LIBOR Rate plus the Applicable Margin unless the Borrower, in a subsequent LIBOR Loan Request received by the Lender no later than 2:00 p.m. Chicago, Illinois time on the second (2nd) Business Day before the expiration of the existing Interest Period, shall elect a different Interest Period or the conversion of all or a portion of the LIBOR Loan to a Prime Loan. The Borrower may not elect a LIBOR Rate, and an Interest Period for a LIBOR Loan shall not automatically renew, with respect to any principal amount which is scheduled to be repaid before the last day of the applicable Interest Period, and any such amounts shall bear interest at the Floating Rate, until repaid.

(iii) "LIBOR" shall mean a rate of interest equal to (A) the per annum rate of interest at which United States dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant Interest Period are offered in the London interbank Eurodollar market at 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period (or three Business Days prior to the commencement of such Interest Period if banks in London, England were not open and dealing in offshore United States dollars on such second preceding Business Day), as displayed in the *Bloomberg Financial Markets* system (or other authoritative source selected by the Lender in its sole discretion), divided by (B) a number determined by subtracting from 1.00 the then stated maximum reserve percentage for determining reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D), such rate to remain fixed for such Interest Period, or as LIBOR is otherwise determined by the Lender in its sole and absolute discretion. The Lender's determination of LIBOR shall be conclusive, absent manifest error.

(iv) "Interest Period" shall mean, with regard to any LIBOR Loan, successive periods of one month or two months, as selected by the Borrower in its LIBOR Loan Request; provided, however, that: (A) each Interest Period occurring after the initial Interest Period of any LIBOR Loan shall commence on the day on which the preceding Interest Period for such LIBOR Loan expires; (B) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; (C) whenever the first day of any Interest Period occurs on a date for which there is no numerically corresponding date in the month in which such Interest Period terminates, such Interest Period shall end on the last day of such month, unless such day is not a Business Day, in which case the Interest Period shall terminate on the first Business Day of the following month, provided, however, that so long as the LIBOR Rollover remains in effect, all subsequent Interest Periods shall terminate on the date of the month numerically corresponding to the date on which the initial Interest Period commenced; and (D) the final Interest Period for any LIBOR Loan must be such that its expiration occurs on or before the Maturity Date. If at any time an Interest Period expires less than one month before the Maturity Date, such LIBOR Loan shall automatically convert to a Prime Loan on the last day of the then existing Interest Period, without further demand,

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presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

(v) Notwithstanding anything to the contrary contained herein, the principal balance of any LIBOR Loan may not be prepaid in whole or in part at any time. If, for any reason, a LIBOR Loan is paid prior to the last Business Day of any Interest Period, whether voluntary, involuntary, by reason of acceleration or otherwise, each such prepayment of a LIBOR Loan will be accompanied by the amount of accrued interest on the amount prepaid and any and all costs, expenses, penalties and charges incurred by the Lender as a result of the early termination or breakage of a LIBOR Loan, plus the amount, if any, by which (A) the additional interest which would have been payable during the Interest Period on the LIBOR Loan prepaid had it not been prepaid, exceeds (B) the interest which would have been recoverable by the Lender by placing the amount prepaid on deposit in the domestic certificate of deposit market, the eurodollar deposit market, or other appropriate money market selected by the Lender, for a period starting on the date on which it was prepaid and ending on the last day of the Interest Period for such LIBOR Loan (collectively, the "Make Whole Costs"). The amount of any such loss or expense payable by the Borrower to the Lender under this section shall be determined in the Lender's sole discretion based upon the assumption that the Lender funded its loan commitment for LIBOR Loans in the London Interbank Eurodollar market and using any reasonable attribution or averaging methods which the Lender deems appropriate and practical, provided, however, that the Lender is not obligated to accept a deposit in the London Interbank Eurodollar market in order to charge interest on a LIBOR Loan at the LIBOR Rate.

(vi) If the Lender determines in good faith (which determination shall be conclusive, absent manifest error) prior to the commencement of any Interest Period that (A) the making or maintenance of any LIBOR Loan would violate any applicable law, rule, regulation or directive, whether or not having the force of law, (B) United States dollar deposits in the principal amount, and for periods equal to the Interest Period, of any LIBOR Loan are not available in the London Interbank Eurodollar market in the ordinary course of business, (C) by reason of circumstances affecting the London Interbank Eurodollar market, adequate and fair means do not exist for ascertaining the LIBOR Rate to be applicable to the relevant LIBOR Loan, (D) the LIBOR Rate does not accurately reflect the cost to the Lender of a LIBOR Loan, or (E) an Event of Default (as hereinafter defined) has occurred and is continuing or any event or circumstance exists which, with the giving of notice or passage of time, would constitute an Event of Default, the Lender shall promptly notify the Borrower thereof and, so long as any of the foregoing conditions continue, the Lender will have no obligation to accept an election by the Borrower for a LIBOR Loan, and each existing LIBOR Loan, at the Borrower's option, shall be (1) converted to a Prime Loan on the last Business Day of the then existing Interest Period, or (2) due and payable on the last Business Day of the then existing Interest Period, without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower.

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(vii) If, after the date hereof, a Regulatory Change (as hereinafter defined) shall, in the reasonable determination of the Lender, make it unlawful for the Lender to make or maintain any LIBOR Loans, the Lender will have no obligation to accept an election by the Borrower for a LIBOR Loan. In addition, at the Borrower's option, each existing LIBOR Loan shall be immediately (A) converted to a Prime Loan on the last Business Day of the then existing Interest Period or on such earlier date as required by law, or (B) due and payable on the last Business Day of the then existing Interest Period or on such earlier date as required by law, all without further demand, presentment, protest or notice of any kind, all of which are hereby waived by the Borrower. As used herein, "Regulatory Change" shall mean the introduction of, or any change in any applicable law, treaty, rule, regulation or guideline or in the interpretation or administration thereof by any governmental authority or any central bank or other fiscal, monetary or other authority having jurisdiction over the Lender or its lending office.

(viii) If any Regulatory Change (whether or not having the force of law) shall (A) impose, modify or deem applicable any assessment, reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans by, or any other acquisition of funds or disbursements by, the Lender; (B) subject the Lender or any LIBOR Loan to any tax, duty, charge, stamp tax or fee, or change the basis of taxation of payments to the Lender of principal or interest due from the Borrower under the Note (other than a change in the taxation of the overall net income of the Lender); or (C) impose on the Lender any other condition regarding any LIBOR Loan or the Lenders' funding thereof, and the Lender shall determine (which determination shall be conclusive, absent manifest error) that the result of the foregoing is to actually increase the cost to the Lender of making or maintaining any LIBOR Loans or to reduce the amount of principal or interest received by the Lender under the Note on any LIBOR Loan, then the Borrower shall pay to the Lender, on demand, such additional amounts as the Lender shall from time to time determine are sufficient to compensate and indemnify the Lender for such increased costs or reduced amounts (the "LIBOR Indemnification Costs").

4. Principal and Interest Payments. The principal amount of the Loan evidenced by the Note, of which the principal amount of Two Million Five Hundred Forty Seven Thousand Nine Hundred and 00/100 Dollars (\$2,547,900.00) remains outstanding as of the date hereof, and all accrued interest thereon, shall be paid as follows:

(a) principal installments each in the amount of Two Thousand Seven Hundred Seventy Five and 00/100 Dollars (\$2,775.00), plus all accrued and unpaid interest on the principal balance of the Loan outstanding from time to time, commencing on December 1, 2006 and continuing on the first day of each month thereafter through and including January 1, 2008; and

(b) a final installment equal to the total principal balance of the Loan then remaining unpaid, plus all accrued and unpaid interest thereon, on the Maturity Date.

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Principal amounts repaid may not be borrowed again. Interest on the outstanding principal balance of the Loan after the Maturity Date or upon the occurrence and during the continuance of an Event of Default shall accrue at the Default Rate and shall be payable on demand from the Lender.

5. Attachment to Note. The Lender may, and prior to any transfer by the Lender of the Note shall, attach a copy of this Second Modification to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

6. Continued Effectiveness of Loan Documents; Confirmation of Obligations. To the extent the provisions of any of the Loan Documents differ from, or are inconsistent with, the terms of this Second Modification, the provisions of this Second Modification shall govern and control, otherwise all other terms, conditions and provisions of the Loan Documents shall remain in full force and effect as originally executed and delivered by the parties thereto. The Borrower hereby (i) restates, confirms and reaffirms all of its obligations under the Loan Documents, as modified by this Second Modification; (ii) acknowledges and agrees that the Lender, by entering into this Second Modification, does not waive any existing or future default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledge and agree that the Lender has not heretofore waived any default or event of default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledge that the Borrower does not have any set-off, defense or counterclaim to the payment or performance of the Borrower's obligations under the Loan Documents, as modified by this Second Modification.

7. Certifications, Covenants, Representations and Warranties. In order to induce the Lender to enter into this Second Modification, the Borrower and each of the Guarantors hereby certifies, represents and warrants to the Lender as follows:

(a) all certifications, covenants, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to the Lender in connection therewith are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Second Modification;

(b) no Event of Default, or condition or event which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or any of the other Loan Documents has occurred and is continuing;

(c) the Loan Documents, as modified and amended hereby, are in full force and effect and continue to be the legal, valid and binding obligations of the Borrower and/or the Guarantors, as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity;

(d) there has been no material adverse change in the financial condition of any of the Premises, the Borrower, any of the Guarantors or any other party whose financial

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statement has been delivered to Lender in connection with any of the Loans from the date of the most recent financial statement received by Lender;

(e) as of the date hereof, neither the Borrower nor any of the Guarantors has any claims, counterclaims, defenses, or set-offs with respect to any of the Loans or the Loan Documents, as modified and amended by this Second Modification;

(f) the Borrower is a manager-managed limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado, with full and adequate power to carry on and conduct its business as presently conducted, is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, and has the requisite power and authority to execute and deliver this Second Modification and to perform its obligations under the Loan Documents, as modified and amended by this Second Modification;

(g) the manager of the Borrower is B & A Associates, L.L.C. (the "Manager"), and the Manager is a manager-managed limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, with full and adequate power to carry on and conduct its business as presently conducted, is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing, and has full power to execute this Assumption Agreement for and on behalf of the Assignee.

(h) the Articles of Organization, Operating Agreement, Borrowing Resolution and Incumbency Certificate of the Borrower and the Manager have not been changed or amended since the most recent date that certified copies thereof were delivered to the Lender;

(i) the execution and delivery of this Second Modification and the performance of the Loan Documents, as modified and amended hereby, have been duly authorized by all requisite action by, or on behalf of, the Borrower, the Manager and the Guarantors, and this Second Modification has been duly executed and delivered on behalf of the parties hereto.

8. Reaffirmation of Guaranty. Each of the Guarantors hereby expressly (a) consents to the execution by the Borrower of this Second Modification; (b) acknowledges that the Guaranty is hereby modified and amended so that all references in the Guaranty to (i) the Guaranteed Debt (as defined in the Guaranty) shall be deemed to mean and include all of the obligations and liabilities owing to the Lender from time to time under and pursuant to the Note and the other Loan Documents, as assumed by the Borrower under and pursuant to this Assumption Agreement and as modified and amended by this Second Modification, and (ii) the Guaranty shall mean and refer to such Guaranty, as modified and amended by this Second Modification, (c) reaffirms all of his joint and several obligations under the Guaranty, as modified and amended by this Second Modification, in all respects; (d) agrees that the execution and delivery of this Second Modification to, and its acceptance by, the Lender shall not in any

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manner whatsoever (i) impair or affect the liability of each Guarantor to the Lender under the Guaranty, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of the Lender at law, in equity or by statute, against the Guarantors pursuant to the Guaranty, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any Guarantor under the Guaranty, and (e) represents that each of the representations and warranties made by the Guarantors in the Guaranty remains true and correct as of the date hereof.

9. Conditions Precedent. This Second Modification shall become effective as of the first business day (the "Effective Date") following receipt by the Lender of the following:

(a) Second Modification. This Second Modification duly executed by the parties hereto;

(b) Date-down Endorsement. A Date-Down Endorsement issued by First American Title Insurance Company to its Loan Policy No. DC996047 dated January 27, 2000, dating down title to the Premises to reflect the recordation of the Deeds and this Assumption Agreement and reflecting the transfer of the fee interest in the Premises from the Assignor to the Assignee; and

(c) Other Matters. Such other documents, certificates, resolutions and/or opinions of counsel as the Lender may reasonably request.

10. References; Lender Notices. All references in the Loan Documents and/or in this Second Modification to any one or more of the "Loan Documents" shall be deemed to be references to such Loan Documents, as modified and amended by this Second Modification. All references to "Lender", "Mortgagee" or "Secured Party" as such terms are used in any of the Loan Documents shall be deemed to be references to LaSalle Bank National Association, and the notice provisions to the Lender in the Loan Documents are amended to refer to the address of the Lender set forth above.

11. Entire Agreement. This Second Modification sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Second Modification, and no covenants, promises, agreements, conditions or understandings, either oral or written, exist between the parties except as set forth herein.

12. Successors. The Loan Documents, as modified by this Second Modification, shall inure to the benefit of the parties hereto and to the Lender's successors and assigns, and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

13. Severability. In the event any provision of this Second Modification shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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14. Amendments, Changes and Modifications. This Second Modification may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

15. Construction. This Second Modification shall not be construed more strictly against the Lender than against the Borrower or the Guarantors merely by virtue of the fact that this Second Modification has been prepared by counsel for the Lender, it being recognized that the Borrower, the Guarantors and the Lender have contributed substantially and materially to the preparation of this Second Modification, and the Borrower, the Guarantors and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Second Modification. Each of the parties to this Second Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Second Modification, and recognizes that it is executing and delivering this Second Modification, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Second Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

16. Sections; References.

(a) The words "hereby", "hereof", "herein" and "hereunder", and other words of a similar import refer to this Second Modification as a whole and not to the individual Sections in which such terms are used.

(b) References to sections and other subdivisions of this Second Modification are to the designated sections and other subdivisions of this Second Modification as originally executed.

(c) The headings of this Second Modification are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

17. Execution of Counterparts. This Second Modification may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. Governing Law. This Second Modification is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

19. Expenses. The Borrower shall pay all costs and expenses in connection with the preparation of this Second Modification and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the

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Lender or any affiliate or parent of the Lender. The Borrower shall pay any and all stamp and other taxes, title company fees, UCC search fees, filing fees and other costs and expenses in connection with the execution, delivery and recordation of this Second Modification and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

20. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower, and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) not use or permit the use of the proceeds of the Replacement Note to violate any of the foreign asset control regulations of the Office of Foreign Assets Control ("OFAC"), or any enabling statute or Executive Order relating thereto, and (b) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.


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IN WITNESS WHEREOF, the parties hereto have caused this Second Modification of Loan Documents to be executed as of the date set forth above.

BORROWER:

MDM MAIN, L.L.C., a Colorado limited liability
company

By: B & A ASSOCIATES, L.L.C., an
Illinois limited liability company
Its: Manager

By: 
Name: Michael D. Aufrecht
Title: Manager

GUARANTORS:


MICHAEL D. AUFRECHT INDIVIDUALLY,

AND

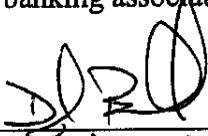
AS TRUSTEE OF THE MICHAEL D. AUFRECHT
DECLARATION OF TRUST DATED JULY 1,

1991


MICHAEL V. BARRY

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Douglas B. Borek
Title: VP

GKF:sw
March 2, 2007
(198952037)

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

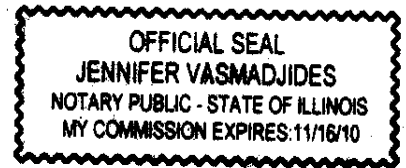
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL D. AUFRECHT, the Manager of B & A ASSOCIATES, L.L.C., an Illinois limited liability company, the Manager of MDM MAIN, L.L.C., a Colorado limited liability company, who is personally known 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 Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of February, 2007.

J. Vasmadjides
 Notary Public

My Commission Expires:

11/16/10



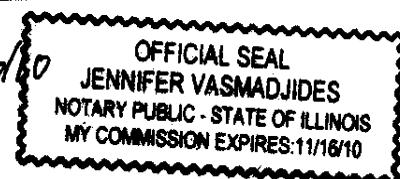
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL D. AUFRECHT, INDIVIDUALLY AND AS TRUSTEE OF THE MICHAEL D. AUFRECHT DECLARATION OF TRUST DATED JULY 1, 1991, 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 and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of February, 2007.

J. Vasmadjides
 Notary Public

My Commission Expires: 11/16/10



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

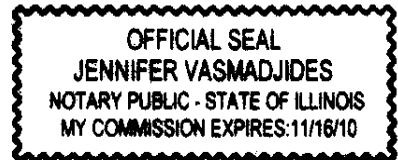
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL V. BARRY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed 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 28 day of February, 2007.

J. Vasmadjides
 Notary Public

My Commission Expires:

11/16/10



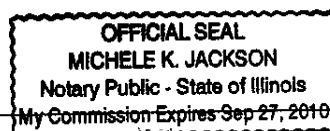
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Doug Brodric, the VP of LASALLE BANK NATIONAL ASSOCIATION, a national banking 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 VP, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 ^{March} day of February, 2007.

Michele K. Jackson
 Notary Public

My Commission Expires:



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 3 IN ADAMS AND BROWN'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD (EXCEPT THE SOUTH 2 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

996-1012 Main Street
Evanston, Illinois 60202

PERMANENT TAX IDENTIFICATION NUMBER:

11-19-301-005
11-19-301-006
11-19-301-007

GKF:sw
March 2, 2007
(198952037)